

Appendix 1

PART 1 - INTRODUCTION

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List of Cabinet Members and Portfolios

Address for Cabinet Members

The address for all correspondence to the Cabinet members is Brent Civic Centre, Engineers Way, Wembley, Middlesex, HA9 0FJ.

Post Title	Name	Portfolio Ward
Leader	Cllr Butt Tokyngton	Leader of the Council
Deputy Leader Resources	Cllr Patel Alperton	Deputy Leader & Finance and
Lead Member Climate Action	Cllr Jake Rubin	Employment, Innovation and Roundwood
Lead Member Public Health and Wellbeing	Cllr Nerva	Adult Social Care, Community Queens Park
Lead Member	Cllr Tatler Fryent	Regeneration, Planning and Growth
Lead Member	Cllr Farah	Public Safety and Partnerships Safer Welsh Harp
Lead Member	Cllr Krupa Sheth Wembley Central	Environment and Enforcement
Lead Member	Cllr Grahl Cricklewood & Mapesbury	Children, Young People & Schools
Lead Member	Cllr Promise Knight	Housing On Maternity Leave Stonebridge
Lead Member	Cllr Donnelly-Jackson	Housing and Resident Services Resident Support and Culture Roundwood
Lead Member	Cllr Teo Benea Sudbury	Regeneration, Planning and Property

List of the Cabinet Members of the Barham Park Trust Committee

Cllr M Butt (Chair)
Cllr Patel
Cllr Donnelly-Jackson
Cllr Krupa Sheth
Cllr Harbi Farah

PART 2 Procedural Rules

CONTRACT STANDING ORDERS

82. Definitions

The following definitions shall apply throughout these Contract Standing Orders (in alphabetical order):

DEFINED TERM	DEFINITION
Approved List	A list of contractors that meet the Council's minimum financial and technical criteria for specified types of supplies Goods Services or W works contracts.
Central Digital Platform	A web-based facility operated by the Minister for the Cabinet Office and that the Council uses to advertise contract related notices, including contract opportunities on or after 24 February 2025;
Chief Officer	The Chief Executive and Corporate Directors.
Collaborative Procurement	Any arrangement between the Council and any other body under which the Council or the other body undertakes a procurement process with or on behalf of the other.
Contract Value	The contract value or estimated contract value is the maximum amount the Council is expected to pay for Goods, Services or Works to be provided through the contract term (including extensions) calculated exclusive ding of VAT (save where indicated that the value is inclusive of VAT).
Contracts Finder	A web-based facility operated by or on behalf of the Cabinet Office for advertising tenders and publishing contract awards prior to 24 February 2025 and thereafter replaced - This will be replaced by the Central Digital Platform in 2025.
Contracts Register	The electronic register of contracts awarded by the Council and overseen by the Procurement Service.
Dynamic Purchasing System	A framework / purchasing system operated procured and let prior to 24 February 2025, and - It is operated electronically through which commonly used services, supplies Sservices, supplies Goods or W works may be purchased from providers that may at any time apply to join the system.
Dynamic Market	A flexible procurement system procured from or after 24 February 2025 under the Procurement Act 2023 operated electronically under which providers may at any time during the contract's duration join an arrangement established under section 35(1) of the Procurement Act 2023 for the provision of services, supplies, Services, supplies Goods or works.
E-Auction Facility	A web-based facility approved by the Head of Procurement which enables the electronic submission of prices for a Tender.

DEFINED TERM	DEFINITION
Electronic Tender Facility	A web-based facility <u>used by the Council and</u> approved by the Head of Procurement which enables: the electronic despatch and receipt of Tender documents; <u>and communication with tenderers.</u>
Evaluation Panel	The – officers who are tasked with reviewing tenders in accordance with the <u>criteria</u> for award.
Find a Tender (F(FTS)	The UK e-notification service where notices in relation to procurements of contracts over relevant Thresholds commencing on or after 1 January 2021 are required to be published <u>in place of notices in OJEU, prior to 24 February 2025 and thereafter replaced by the Central Digital Platform</u> This will be replaced by the Central Digital Platform in 2025.
Framework Agreement	A <u>contract between the Council or a</u> contract <u>“contracting authority” (as defined under Procurement Legislation) and one or more suppliers that provides for the future award of contracts – (“call-offs”) a specified term</u> under which contracts for – the provision of <u>particular services, suppliesServices, suppliesGoods or w</u> Works can be entered into (“called-off”) on agreed terms.
<u>Goods</u>	<u>means products, supplies or goods which are procured through purchase, lease, rental or hire-purchase, with or without an option to buy. means the public contract(s) which have as their object the purchase, lease, rental or hire-purchase, with or without an option to buy, of products or suppliesN.</u>
High Value Contract	Any contract with a Contract Value of and over the following values: for <u>sS</u> services or <u>suppliesG</u> goods contracts £2,000,000; and for Works contracts £5,000,000.
<u>Light Touch Services</u>	<u>Those health, social and other related services listed in Schedule 1 of The Procurement Regulations 2024.</u>
Local Brent Provider	A provider of <u>services, supplies</u> Services, suppliesGoods or <u>W</u> works that is based or has a local office situated within the London Borough of Brent.

DEFINED TERM	DEFINITION
Low Value Contract	<p>In the case of contracts for services<u>Services</u> (including Schedule 3 Services <u>prior to 24 February 2025 and Light Touch Services on or after 24 February 2025</u>) or supplies<u>Goods</u>: a contract with a Contract Value of between £3025,000<u>3025,000 (inclusive of VAT)</u> and the Threshold for services<u>Services</u> and supplies<u>Goods</u> contracts (which is currently £<u>214,904</u> (inclusive of VAT)).</p> <p>In the case of a contract for construction or w<u>Works</u>: a contract with a Contract Value of between £<u>3025,000 (inclusive of VAT)</u> and £<u>250,000</u>, provided that the contract is classified as a contract for works by Procurement Legislation.</p>
Medium Value Contract	<p>In the case of contracts for services<u>Services</u> (including Schedule 3 Services <u>and Light Touch Services on or after 24 February 2025</u>) or supplies<u>Goods</u>: a contract with a Contract Value of between the amount which is the relevant Threshold for services<u>Services</u> or supplies<u>Goods</u> contracts (which is currently £<u>214,904</u> (inclusive of VAT)) and £<u>2,000,000</u>.</p> <p>In the case of a contract for construction or W<u>works</u><u>Works</u>, a contract with a Contract Value of between £250,000 and £5,000,000<u>the relevant Threshold for Works (which is currently £5,372,609 (inclusive of VAT). 0,00,000</u>, provided that the contract is classified as a contract for works by Procurement Legislation.</p>
Member	An elected member <u>Councillor</u> of Brent Council.
Monitoring Officer	The Corporate Director <u>of</u> Law and Governance .
OJEU	The Official Journal of the European Union.
Online Market Place	A web-based facility approved by the Head of Procurement which enables the procurement of specified types of services, supplies <u>Services,</u> supplies <u>Goods</u> or <u>W</u> works contracts.
Procurement Legislation	<u>The Procurement Act 2023, the Procurement Regulations 2024, the Health Care Services (Provider Selection Regime) Regulations 2022, and any other</u> The relevant UK Regulations legislation as amended or replaced from time to time including <u>(where appropriate)</u> The Public Contracts Regulations 2015 and The Concession Contracts Regulations 2016.
Provider Selection Regime	The regime for the procurement of health care services in accordance with the Health & Care Act 2022 and associated regulations
Purchase Order	An order for services, supplies <u>Services,</u> supplies <u>Goods</u> or <u>W</u> works to the Council issued by an authorised officer using the Council's official order form.

DEFINED TERM	DEFINITION
Schedule 3 Services	Those social and other specific services listed in Schedule 3 of The Public Contracts Regulations 2015.
<u>Services</u>	<u>means all services other than those referred to in the definition of Works.</u>
<u>SME(s)</u>	<u>Small and medium-sized enterprise(s).</u>
<u>Tender(s)</u>	An offer or bid or tender from a party to provide <u>services, supplies</u> Services, supplies <u>Goods</u> or <u>W</u> works to the Council including any offer, bid or tender which is subject to negotiation.
Tender Acceptance	An acceptance in writing or electronically of a Tender.
Threshold(s)	The current thresholds (inclusive of VAT) under Procurement Legislation for the following types of contracts are: <ul style="list-style-type: none"> • in the case of contracts for Works, £5,372,609 (inclusive of VAT); 1. in the case of contracts for <u>services</u>sservices<u>Services</u> or <u>supplies</u>Goods, £214,904 (inclusive of VAT);; 2. in the case of contracts for Schedule 3 Services <u>or Light Touch Services</u>, £663,540 (inclusive of VAT); and • in the case of contracts for public <u>works</u>ww<u>Works</u> or <u>services</u>Services concession contracts, £5,372,609 (inclusive of VAT);-.
Very Low Value Contract	A contract or commitment with a value <u>inclusive of VAT estimated to be less than</u> from £0 to <u>£30</u> 25 ,000.
Works	The activities <u>listed in; comprising works, construction, refurbishment, demolition, rebuilding, repairs and maintenance, and facilities management contracts including those specified within:</u> <ul style="list-style-type: none"> • <u>Schedule 2 of The Public Contracts Regulations 2015, for those procurements commenced before prior to 28-24 February</u>October <u>2025</u>4. • <u>Schedule 3 of The Procurement Regulations 2024, for those procurements commenced on or after 24</u>28 <u>February</u>October <u>2025</u>.

83. Contracts exempt from Contract Standing Orders

The following contracts are exempt from Contract Standing Orders:

- (a) individual agency contracts for the provision of temporary staff (although it is mandatory to place such contracts through the Council's corporate agency staff arrangements);
- (b) employment contracts; and

- (c) contracts relating to an interest in land or property.

84. General Requirements

- (a) Every contract entered into by the Council shall be entered into pursuant to or in connection with the Council's functions AND shall be procured in accordance with Procurement Legislation and unless for good operational and/or financial reasons the Cabinet or individual Cabinet member (or, if appropriate, the General Purposes Committee) agrees otherwise, with these Contract Standing Orders and the Council's Financial Regulations.
- (b) In addition to the powers of the Cabinet, individual Cabinet member and the General Purposes Committee in paragraph 84(a) to grant an exemption from the requirement to procure in accordance with these Contract Standing Orders, the Corporate Director, Finance and Resources is also able to grant such exemptions:
 - (i) on grounds of extreme urgency; or
 - (ii) where the exemption sought is in relation to the requirement to obtain three written quotations under [Contract Standing Order 86\(c\)](#).

The Corporate Director, Finance and Resources shall only exercise his / her authority under this paragraph:

- (i) following legal advice that there is no breach of Procurement Legislation or the Council's own procedures in the exercise of the authority; or
 - (ii) where there are good operational and / or financial reasons for doing so, after taking advice from the Head of Procurement.
- (c) Chief Officers shall ensure, in undertaking any contract procurement, that:
 - (i) fair, transparent and auditable processes are followed at all stages;
 - (ii) tender exercises are conducted appropriate to the nature of the contract being procured;
 - (iii) all tenderers are treated equally and fairly the same unless a difference between the suppliers justifies different treatment;
 - (iv) these Contract Standing Orders are complied with;
 - (v) the Contracts Register is kept updated at all times as set out in [Standing Order](#)~~Order~~[Contract Standing Order](#) 110; and
 - (vi) appropriate steps are taken to prevent, identify and remedy any conflicts of interest.
 - (d) Contract tendering procedures are contained in the Council's Contract Procurement and Management Guidelines which shall be updated and amended from time to time to comply with these Contract Standing Orders. Advice on any of the requirements of these Contract Standing Orders shall be sought from the Head of Procurement in the first instance and the Monitoring Officer as appropriate.
 - (e) For the avoidance of doubt these Contract Standing Orders apply to:
 - (i) the appointment of consultants; and
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- (ii) the establishment of Framework Agreements and Dynamic Purchasing Systems.

(f) Subject to paragraph (a) and (b) above, ~~Standing Order~~Contract Standing Order 97 (~~mandatory~~ Approved List and Online Market Place), all Medium and High Value Contracts shall be entered into and procured in accordance with the formal tendering procedures set out in these ~~Standing Order~~Contract Standing Orders.

85. Partnership Arrangements and Collaborative Procurement

- (a) No Partnership Arrangements may be entered into unless they are approved by the Corporate Director, Finance and Resources and a formal agreement covering the arrangements is signed by the parties.
- (b) Any Partnership Arrangement or Collaborative Procurement which includes delegation of powers shall be approved by the Cabinet (or, where relevant, Full Council).
- (c) Any Collaborative Procurement shall comply with these ~~Standing Orders~~OrderContract Standing Orderss and Financial Regulations unless:
 - (i) agreed otherwise in consultation with the Head of Procurement and in writing by the Corporate Director, Finance and Resources and the Monitoring Officer; or
 - (ii) in the case of a High Value Contract, the agreement of the Cabinet is obtained under ~~Standing Order~~Contract Standing Order 84(a).

For the purposes of this ~~Standing Order~~Contract Standing Order the Contract Value shall be calculated on the estimated value of the Council's part of the contract only.

- (d) Any agreement between the Council and one or more other body which includes any payment by the Council in respect of the costs of carrying out a Collaborative Procurement shall comply with these ~~Standing Orders~~OrderContract Standing Orderss unless agreed otherwise in writing by the Corporate Director, Finance and Resources and the Monitoring Officer.

86. Contracts not subject to full tendering requirements

- (a) Certain contracts as set out in this ~~Standing Order~~Contract Standing Order listed below are not subject to the full tendering requirements of these Contract Standing Orders but are subject to any other relevant parts thereof.
- (b) No formal procurement procedures apply to **Very Low Value Contracts** apart from a requirement to secure best value. For Very Low Value Contracts, the best way to demonstrate best value is by seeking three quotations or another procurement route. As with all Council procurement, there is a mandatory requirement to keep an auditable record to demonstrate compliance and value for money.
- (c) ~~Under Procurement Legislation, f~~For **Low Value Contracts** at least three written quotations should be sought unless the contract opportunity has been advertised openly advertised using those points of advertisement as identified in

~~these Contract Standing Orders in any way.~~ Advice must be sought from the [Head of Procurement Service](#) about how to select the three organisations to be invited to quote and how to structure the quotation process. Unless the Council's procurement officers advise that it is not necessary or appropriate, all quotations shall be sought using the Electronic Tender Facility and at least one of the quotations shall be sought from a Local Brent Provider, where possible. Low Value Contracts require formal approval for award according to [Standing Order Contract Standing Order](#) 88(a) from a duly authorised officer, where applicable, within the relevant Council Directorate and from the 24 February 2025, the publication of a contracts details notice.

- (d) Contracts which are procured using an Approved List or the Online Market Place in accordance with the rules prescribed pursuant to ~~Standing Order Contract Standing Order~~ [Standing Order](#) 97, are not subject to full tendering requirements.
- (e) Subject to the proviso below, no formal tendering procedures apply where contracts are called off [\(call-offs\)](#) under: ~~(call-offs)~~:
- (i) a Framework Agreement or Open Framework established pursuant to these ~~Standing Order Contract Standing Order~~s or otherwise established pursuant to a joint procurement involving the Council. ~~However, contracts let~~ [Call-offs let under such Framework Agreement or Open Framework \(call-offs\) must be procured in accordance with the conditions of the Framework Agreement or Open Framework;](#) or
- (ii) a Framework Agreement, [Open Framework,](#) ~~or~~ Dynamic Purchasing System or Dynamic Market established by another contracting authority, where call-off under the Framework Agreement, [Open Framework,](#) ~~or~~ Dynamic Purchasing System or Dynamic Market is approved by the relevant Chief Officer to include confirmation that there is budgetary provision for the proposed call-off contract PROVIDED that the ~~Corporate~~ Director of Law and Governance has advised that participation in the Framework Agreement, [Open Framework,](#) ~~or~~ Dynamic Purchasing System or Dynamic Market is legally permissible. Advice from the ~~Corporate~~ Director of Law and Governance must be obtained each and every time a call off under another contracting authority's Framework Agreement is recommended by the relevant Chief Officer. ~~Call-offs let under such a Framework Agreement, Open Framework, or Dynamic Purchase System or Dynamic Market or Open Framework (call-offs) must be procured in accordance with the conditions of the Framework Agreement, or Open Framework, or Dynamic Purchase System or Dynamic Market;~~ or
- (iii) the Online Market Place (as detailed in ~~Standing Order Contract Standing Order~~ [Order](#) 97), where the call-off is approved by the relevant Chief Officer to include confirmation that there is budgetary provision for the proposed call-off contract. [Call-offs let under such Online Market Place must be procured in accordance with the conditions of the Online Market Place.](#)

SAVE THAT any High Value Contract may only be awarded on the approval of the Cabinet or relevant Cabinet Member as required by paragraph 9.5 / paragraph 13 of Part 3 of the Constitution.

- (f) Subject to complying with any relevant parts of Procurement Legislation and PROVIDED that advice is sought from the ~~Corporate Director,~~ of ~~of~~ Law and Governance and Head of Procurement, Tenders need not be invited nor quotations sought:
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- (i) where for technical or artistic reasons, or for reasons connected with the protection of exclusive rights, the ~~services, supplies~~Services, suppliesGoods or ~~W~~works may only be provided by a particular provider or where there is only one provider who would be able to provide the ~~services, supplies~~Services, suppliesGoods or ~~W~~works required ~~PROVIDED that advice is sought from the Corporate Director of Law and Governance and Head of Procurement~~ and in the case of High Value Contracts, approval is sought from the Cabinet (or, if appropriate, the General Purposes Committee); or
- (ii) in cases of extreme urgency where there is an immediate danger to life or limb or property and only to the extent necessary to procure ~~services, supplies~~Services, suppliesGoods or ~~W~~works necessary to deal with the immediate urgent situation ~~PROVIDED that advice is sought from the Corporate Director of Law and Governance and Head of Procurement~~; or
- (iii) ~~for contracts providing individual personal services such as individual care arrangements or individual special educational needs provision and for the avoidance of doubt this exemption does not apply to any Fframework a~~Agreements or call off contracts that will facilitate the award of individual contracts providing such personnel; or-
- (iv) for contracts for health care services procured in compliance with the Provider Selection Regime; ~~or PROVIDED that advice is sought from the Corporate Director of Law and Governance and Head of Procurement.~~
- (v) ~~for contracts concerning the production of a prototype, or the supply of other novel Ggoods or Sservices, and for the purpose of testing the suitability of the Ggoods or sServices, researching the viability of producing or supplying these Ggoods or Sservices, or for other research, experiment study or development; or~~
- (vi) ~~for the provision of goods, Ggoods, Sservices or Wworks procured on or after 24 February 2025, from the existing supplier as an extension, or partial replacement, to the existing gGoods, sServices or wWorks, and where a change in supplier would result in differences or incompatibility with the existing goods, service or works which would also result in disproportionate technical difficulties in maintenance or operation; or~~
- (vii) ~~for contracts for the supply of user choice services where others have a legal right to have a say in the choice of supplier (to include for example, under legislation such as the Care Act 2014, under the Children and Families Act 2014). This justification applies only where:~~
 - a. ~~procuring Light Touchthe Sservices are those that would ordinarily be procured under a lLight tTouch cContract;~~
 - b. ~~-such Sservices are supplied for the benefit of a particular individual; —and~~
 - c. ~~-a contracting authority is required by legislation to have regard to the views of the particular individual, or a person providing care to that individual (their 'carer'), concerning who should supply the services.~~

87. Provision of ~~goods, Ggoods, Sservices~~ and ~~W~~works by the Council

- (a) The Local Authorities (Goods and Services) Act 1970 ("the 1970 Act") provides that local authorities may enter into contracts to provide goods and services to public bodies defined as such by the 1970 Act. Section 96 of the Local

Government Act 2003 provides that local authorities may do for a commercial purpose anything which they are authorised to do for the purpose of carrying on any of their ordinary functions provided this power is exercised through a company within the meaning of Part 5 of the Local Government Act 1989. The general power of competence in the Localism Act 2011 may also authorise the provision of goods, works and services by the Council.

- (b) Before entering into arrangements under any of these provisions, officers must comply with the relevant requirements of Financial Regulation in Part 2 of the Constitution.
- (c) Authority to enter into arrangements under any of these provisions must be agreed by the Cabinet (or if appropriate the General Purposes Committee) where:
 - (i) the Contract Value would exceed £1m *per annum*; or
 - (ii) the gross cost to the Council of providing the relevant goods, services or works under the contract is estimated to exceed £1m *per annum* calculating the full costs over the term of the contract (including any period of extension(s) anticipated by the contract); or
 - (iii) where a company is to be set up for the purposes of the arrangements.
- (d) In all cases advice shall be sought from the ~~Corporate~~ Director of Law **and Governance** and the Corporate Director, Finance and Resources prior to entering into any such arrangement and/or prior to seeking approval by the Cabinet.

88. Authority to go out to tender and enter into contracts

- (a) Chief Officers have delegated to them power to invite expressions of interest, agree shortlists, invite Tenders, negotiate, award and terminate contracts in accordance with paragraph 9.5 of Part 3 of this Constitution. No individual Member may enter into a contract on the Council's behalf.
- (b) Where approval to invite expressions of interest is required from the Cabinet ~~(or if appropriate, the relevant Cabinet Member, the~~ General Purposes Committee or Pension Fund Sub-Committee) ~~the Cabinet, the Cabinet Member, the General Purposes Committee or the Pension Fund Sub-Committee~~ as the case may be, they shall receive and consider a report setting out the pre-tender considerations specified in Contract Standing Order 89 and shall give such approval or approvals as it considers necessary.
- (c) Where approval to award or terminate a contract is required to be obtained or is in any event sought from the Cabinet ~~(or if appropriate the relevant Cabinet Member, the~~ General Purposes Committee or Pension Fund Sub-Committee), ~~the Cabinet, the General Purposes Committee or the Pension Fund Sub-Committee~~ as the case may be, they shall receive and consider a report setting out all relevant information necessary to enable it to give such approval or approvals as it considers necessary.
- (d) Chief Officers are responsible for ensuring that the relevant category manager in the Procurement Service is notified of all proposed procurements of or exceeding £3025,000 (inclusive of VAT) in value. The role of the cCategory Manager under this ~~Standing Order~~ Contract Standing Order 88 is to advise on appropriate procurement routes, ensuring that the Department takes legal advice as necessary.

89. Pre-Tender Considerations

In procuring any contract, Chief Officers (or if appropriate Cabinet, the relevant Cabinet Member, the General Purposes Committee or Pension Fund Sub-Committee Lead Members/ (or the Cabinet for High Value Contracts)) shall, where appropriate, consider the following matters prior to inviting Tenders:

- (i) the nature of the ~~services, supplies~~Services, supplies~~Goods~~ or Wworks contract to be tendered;
- (ii) the Contract Value;
- (iii) the contract term and any period of extension(s) anticipated by the contract;

~~2.1~~(iv) the tender procedure to be adopted including, whether to include an informative processes like: pre-market engagement, consider if any part of the procedure will be conducted otherwise than by electronic means and whether there will be an e-auction;

~~(iv)~~(v) the procurement timetable;

~~(v)~~(vi) the evaluation criteria and process;

~~(vi)~~(vii) any business risks associated with entering the contract;

~~(vii)~~(viii) the Council's Best Value duties;

~~(viii)~~(ix) the Council's duty under the Public Services (Social Value) Act 2012 (the duty applies only to Medium and High Value Contracts for services but should be considered for all contracts with a Contract Value above £100,000);

~~(ix)~~(x) any staffing implications including TUPE and pensions;

~~(x)~~(xi) relevant financial, legal and other considerations;

~~(xi)~~(xii) Sustainability

~~(xii)~~(xiii) Key Performance Indicators / outcomes;

(xiv) any policy requirements including the National Procurement Policy Statement, prompt payment, London Living Wage, modern slavery and carbon reduction;

(xv) consideration of what information would allow providers sharing information for the purpose of allowing suppliers and others to understand the Council's procurement policies and decisions;

~~2.2~~(xvi) consideration of whether the fact that SMEs may face particular barriers to participate in the Tender and consider if such barriers can be removed or reduced; and

~~(xiii)~~(xvii) Contract mManagement arrangements.

90. Contract Value

Chief Officers shall ensure that a Contract Value is prepared and recorded prior to the commencement of a tender exercise. Such estimate shall be calculated on the basis of the value of the contract over the life of the contract including any period

of extension(s) anticipated by the contract whether or not a one-off service, supply or work. Where a contract has no fixed term, the value of the contract shall be calculated as if the term of that contract were 48 months. Where it is not possible to value the contract, then it will be deemed to be valued at the relevant Thresholds.

91. Lots

Chief Officers in consultation with Procurement shall consider whether a contract should be subdivided into lots and if a decision is taken not to sub-divide into lots, shall record the reason for such decision in writing. Contracts must not, however, be sub-divided into lots to avoid competitive tendering or compliance with these Contract Standing Orders. The estimated value of contracts split into lots shall be calculated using the total value of all lots, to determine what threshold applies and the procurement process to be undertaken.

92. Procurement by consultants

Where consultants are appointed to undertake tendering on the Council's behalf they shall be instructed to comply with [these](#) Contract Standing Orders and to consult with the Head of Procurement and the Contract Procurement and Management Guidelines as appropriate. No consultant shall make a decision about the award of a contract nor enter into contracts on the Council's behalf. Appropriate arrangements shall be implemented to monitor any procurement managed by consultants.

93. Appointment to the Evaluation Panel

For High Value Contracts the ~~Corporate~~ Director of Law ~~and Governance~~ and the Corporate Director, Finance and Resources shall, if he/she considers it appropriate, be part of or appoint a representative to the Evaluation Panel or shall advise the Panel as he/she sees fit.

94. Prior Information Notice (PINs) [and Pipeline Notices](#)

~~Notwithstanding (a) prior to 24 February 2025, Notwithstanding~~ [Prior Information Notices \(PINs\)](#) being issued in Find a Tender prior to a tender process, [the Head of Procurement Service](#) will endeavour to advise the market on an annual basis by the issue of a PIN of forthcoming opportunities that may transpire during the forthcoming financial year.

[\(b\) By the 26 May 2025 and annually thereafter, the Head of Procurement will publish a pipeline notice setting out the relevant information about any public contract with an estimated value of more than £2 million in respect of which the Council intends to publish a tender notice or transparency notice during the next 18 months.](#)

95. Inviting Tenders for Contracts over Thresholds

(a) [On or after 24 February 2025, Where a services, supplies-Goods or Works contract has a Contract Value in excess of the Threshold\(s\), then Tenders shall be invited in accordance with Procurement Legislation using the relevant procurement procedure: Open, Restricted, Competitive Procedure with Negotiation, Competitive Dialogue, Innovative Partnership or Negotiated \(applicable to concession contracts only\) procedure by placing publishing the a notice appropriate in notice notice notice Find a Tender on the Central Digital Platform](#) in accordance with Procurement

Legislation and no later than any other advertisement placed in any other publication.

~~(b) A Prior~~Up to 2434 February 2025, a notice for such Tender will also be placed on Contracts Finder following the placing of the notice on Contracts Finder following the placing of the notice in Find a Tender in accordance with Procurement Legislation.

(b)

- ~~(c) (ed)~~ Where a contract for Schedule 3 Services or (Light Touch Services (Schedule 4)) has a Contract Value in excess of the Threshold, then Tenders may be invited using relevant procurement procedures outlined in paragraph (a) above or such additional procedures as are consistent with Procurement Legislation.

96. Inviting Tenders for Contracts below Thresholds

- (a) Where a Contract Value is below the relevant Threshold, then Tenders shall be invited in accordance with:
 - (i) all requirements in Procurement Legislation relating to below -Threshold contracts, as appropriate;
 - (ii) these Contract Standing Orders; and
 - (iii) the requirements of either (b) or (c) below.

(b) PriorUp to and including the 243 February 2025:

Single Stage Tenders

- (i) Tenders shall be invited by way of a public notice published on Contracts Finder, the Electronic Tender Facility and by such other additional means as is considered appropriate, stating the nature of the contract being tendered and stating the last date when Tenders will be accepted, which shall not normally be less than 21 calendar days after the date that the Notice was first published. The Contract Value may also be included.
- (ii) Where relevant to the subject matter of the procurement and proportionate, suitability assessment questions may be asked in order to ensure that the person or body meets the Council's requirements or and minimum standards of suitability, capability, legal status or financial standing.

~~(c)~~ **Two-Stage Tenders**

For Medium Value Contracts and High Value Contracts for works~~works~~ works of up to Threshold value or Schedule 3 Services or Light Touch Services that are below the appropriate Threshold, in addition to a Single Stage Tender process, tenders may also be invited as follows:

- (i) Expressions of interest shall be invited by public notice published on Contracts Finder, the Electronic Tender Facility and by such other additional means as is considered appropriate, stating the nature of the contract being tendered and the last date when expressions of interest will be accepted which shall not normally be less than 21 calendar days after the date that the Notice was first published;

- (ii) Information about the tender shall also be placed on Contracts Finder.
- (iii) Persons or bodies wishing to express an interest shall be directed to a selection questionnaire to be completed and submitted to the Council by the date specified in the Notice;
- (iv) The response to the Selection Questionnaire shall be used to evaluate whether the person or body meets the Council's minimum technical capacity and financial standing requirements, has relevant experience and should be included in a shortlist; and
- (v) Tenders shall be invited from those persons or bodies who have been included in the shortlist.

(c) On or after From the 24 February 2025:

(i) Tenders shall be invited by the publication of a below-threshold ~~tTender~~ ~~nNotice-tender~~ notice on the ~~central digital platform~~ ~~Central~~ ~~dDigital~~ ~~pPlatform~~ before being published elsewhere.

(ii) Officers when designing the tender must:

- a. have regard to the national procurement policy statement (NPPS) and document their thinking on which NPPS policies the individual procurement can contribute to and how this will be addressed, as well as why any disregarded policies are irrelevant or inappropriate or would be disproportionate to consider.
- b. consider the barriers that SMEs may face in competing for the contract and whether such barriers can be removed or reduced. Unless the award is to be made under a Framework Agreement.
- c. not discriminate against a treaty tenderer but only to the extent that below-threshold procurements are covered by an international agreement as set out in Schedule 9 of the Procurement Act 2023.

(iii) Where relevant to the subject matter of the procurement and proportionate, suitability assessment questions may be asked in order to ensure that the person or body meets the Council's requirements or minimum standards of suitability, capability, legal status or financial standing. However, these will not be used to have a separate suitability stage before the submission of tenders or as a way of reducing the number of tenderers who are invited to tender unless this is considered appropriate for the procurement of Works contracts with an estimated value of over £214,904.

3.

(iv) Procurement officers will publish a ~~contract~~ ~~Contract~~ ~~dDetails~~ ~~nNotice~~ ~~contract details~~ notice as soon as reasonably practicable after the Council enters into a below-threshold contract.

97. Approved Lists and Online Market Place

- (a) The Council has agreed the use of a corporate Approved List. The ~~Corporate~~ Director of Law ~~and Governance~~ in consultation with the Head of Procurement may prescribe the rules on how the corporate Approved List shall be compiled, used, monitored and reviewed and may amend such rules periodically.
- (b) The use of the corporate Approved List shall be mandatory for all Low Value Contracts for ~~services~~ Services and ~~supplies~~ Goods and for all Low and Medium

Value contracts for ~~W~~works where a relevant corporate Approved List category exists, unless an exemption is granted pursuant to the rules prescribed under (a) above.

- (c) The Council has agreed the use of a Small Works and Services Approved List. The Head of Procurement in consultation with the ~~Corporate Director of, of-Law and Governance~~ may prescribe the rules on how the Small Works and Services Approved List shall be compiled, used, monitored and reviewed and may amend such rules periodically.
- (d) The use of the Small Works and Services Approved List shall be mandatory for all Low Value Contracts for ~~services-supplies~~~~Services, supplies~~~~Goods~~ and ~~W~~works where a relevant Small Works and Services Approved List category exists, unless an exemption is granted pursuant to the rules prescribed under (c) above.
- (e) The Council has agreed the use of an Online Market Place. The Head of Procurement may prescribe the internal rules as to how the Online Market Place shall be used, monitored and reviewed and may amend such rules periodically.
- (f) The Online Market Place shall consist of:
 - (i) a contract or Framework Agreement established pursuant to these ~~Standing Orders~~~~Contract Standing Orders~~; or
 - (ii) a Dynamic Purchasing System, ~~Dynamic Market~~ or Framework Agreement established by another contracting authority, PROVIDED that the Monitoring Officer, in consultation with the Head of Procurement, has advised that participation in the Dynamic Purchasing System, ~~Dynamic Market~~ or Framework Agreement and inclusion on the Online Market Place is legally permissible.

98. The Invitation to Tender

- (a) The invitation to tender shall include the following details:
 - (i) a description of the ~~sServices, Goodssupplies and goods S~~services, ~~supplies-Ggoods~~ or ~~w~~Works~~works~~ being procured;
 - (ii) whether the Council is of the view that TUPE will apply;
 - (iii) the tender timetable including the tender return date and time, which must allow a reasonable period for applicants to prepare their Tenders;
 - (iv) a specification and instructions on whether any variants are permissible;
 - (v) the Council's terms and conditions of contract;
 - (vi) the evaluation criteria including either weightings or the order of importance;
 - (vii) pricing schedules, if appropriate, and instructions for completion;
 - (viii) whether the tenderer is required to price separately if the tenderer were required to offer appropriate pension provision and/or parent company guarantee and/or a performance bond;
 - (ix) form and contents of method statements, if any, to be provided;
-

- (x) confirmation that Tenders are to be submitted electronically unless this is not possible or inappropriate;
- (xi) the rules and method for submitting Tenders;
- (xii) where Tenders are to be received electronically via the Electronic Tender Facility, a requirement that tenderers submit a signed hard copy of the form of tender, undertakings and any other original documentation upon request;
- (xiii) whether an e-auction will be conducted;
- (xiv) information about Social Value, [Sustainability](#), London Living Wage and Lots (where appropriate); and
- (xiv) any further information which will inform or assist applicants in preparing their Tenders.

99. Form of Tender

- (a) All Tenders shall be required to be submitted on the Council's form of tender which shall include the following details:
 - (i) a statement that the Council will not be bound to accept any Tender;
 - (ii) a section where the tenderer shall state whether its Tender is priced on the basis of TUPE applying or not;
 - (iii) except where permitted by Procurement Legislation, a statement that formal acceptance of the Tender by the Council will, until such time as a written contract can be executed, bind the parties into a contractual relationship; and
 - (iv) except in the case of an e-auction, the price and whether this would be different if the tenderer were to offer a comparable pension and/or a parent company guarantee and/or a performance bond.
- (b) Tenders must be submitted and opened in accordance with the requirements of ~~Standing Orders~~ [Contract Standing Orders](#) 100 and 101.

100. E-Tendering and E-Auctions

The following rules apply to the use of an Electronic Tender Facility and/or an E-Auction Facility regardless of the value of the contract being procured:

- (a) Invitations to Tender should be submitted and Tenders received by electronic means via an Electronic Tender Facility. Except in the case of e-auctions no other form of electronic tendering shall be permissible. All e-tendering must comply with Procurement Legislation where applicable.
 - (b) Tenders received electronically via the Electronic Tender Facility must be held securely until after the closing date and time.
 - (c) Tenders securely held must all be opened at the same time by an authorised officer and the Tender details recorded.
 - (e) In appropriate cases the submission of prices or values of quantifiable elements for a Tender may be conducted by e-auction using an E-Auction Facility. An E-Auction Facility may be used in conjunction with an Electronic Tender Facility.
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- (f) Tenders conducted by e-auction must comply with Procurement Legislation where applicable and unless used in conjunction with an Electronic Tender Facility, must follow the usual process for the invitation, submission and evaluation of Tenders (including this [Standing Order Contract Standing Order 100](#)) except that the submission of prices and/or values may occur via an online auction.
- (g) Except with the prior written approval of the Corporate Director of Finance and Resources, electronic tendering shall only be undertaken using the Council's Electronic Tender Facility or E-Auction Facility operated by the Procurement Service.

101. Receipt and Opening of Tenders

In the event that tenders are submitted in hard copy, the receipt and opening of Tenders shall be conducted as follows:

- (a) All High Value Contract Tenders shall be addressed to the Council's Democratic Services Manager and the Tender shall remain in the custody of the Democratic Services Manager until the time appointed for its opening;
- (b) High Value Contract Tenders shall be opened and Tender details recorded by an authorised representative of the Democratic Services Manager and at least one other officer;
- (c) Medium Value Contract Tenders shall be addressed to the relevant Chief Officer and the Tender shall remain in the custody of the Chief Officer until the time appointed for its opening; and
- (d) The Deputy Director of Democratic Services shall make appropriate arrangements for the receipt, storage and opening of Tenders by an officer of appropriate seniority which ensures that each tenderer is treated fairly and equally and ensures probity.

102. Late Tenders

- (a) Late Tenders shall not be considered except in special circumstances and only then if no other Tenders have been opened and only with the prior written approval of the Chief Executive or the Monitoring Officer on receipt of a written request specifying the special circumstances and why acceptance of a late Tender is justified. A record of any such approval shall be kept with the record of Tenders received.
 - (b) If Tenders are received electronically via the Electronic Tender Facility or by an E-Auction Facility, then if the Facility will still accept the submission of tenders after the appointed closing date and time for the submission of Tenders it will automatically flag late Tenders as "late". Late Tenders flagged as such may only be accepted in accordance with [Standing Order Contract Standing Order 102 \(a\)](#) above. However, once other Tenders have been opened on the Facility, no late Tenders can be accepted.
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103. Record of Tenders and Contracts

- (a) The Procurement Service shall maintain a record of all Tenders invited and received by it, of all contracts entered into and Framework Agreements concluded on behalf of the Council. The Procurement Service shall also record the reasons for awarding the contract to or concluding a Framework Agreement with a tenderer and the reasons for non-acceptance of a Tender or the rejection of a contractor who has not been included in a Tender shortlist or Approved List.
- (b) For contract award procedures conducted by electronic means, appropriate information shall be kept to document the progress of the procedure.

104. Tender Evaluation

- (a) Tenders subject to Procurement Legislation shall be evaluated in accordance with ~~such legislation~~ ~~the relevant regulations~~ and the invitation to tender. All other Tenders shall be evaluated in accordance with the criteria and procedures set out in the invitation to tender. In both cases Tenders shall be evaluated in accordance with these ~~Standing Orders~~ ~~Contract Standing Orders~~ save where there is a conflict with Procurement Legislation in which case the legislation shall prevail.
- (b) ~~Up to and including~~ ~~Prior to~~ ~~Until the 24/237 October~~ ~~February 2025/4~~, Tenders for all contracts shall be evaluated and awarded on the basis of the most economically advantageous offer to the Council. The most economically advantageous offer to the Council will be determined using a combination of both quality and price evaluation criteria (except for certain ~~works, supplies~~ ~~W~~ ~~works, supplies~~ ~~Goods~~ or energy supply contracts where price alone may be the sole evaluation criterion).
- (c) ~~On or after~~ ~~From the 24 February 2025~~, Tenders for all contracts shall be evaluated and awarded ~~on the basis of the most advantageous tender (MAT) as determined in accordance with section 19(2) of the Procurement Act 2023. MAT comprises the criteria for award in the tender documents that the Council considers satisfies its requirements, and best satisfies the award criteria as~~ ~~and~~ ~~detailed in the invitation to tender documents.~~

105. Departure from Tender Documents

- (a) Subject to paragraph (b) below where the Council has included non-negotiable terms and conditions with its instructions to tenderers then Tenders may only be accepted on those terms unless any revisions are notified to all tenderers prior to the tender return date.
- (b) Where contract terms and conditions are non-negotiable then no variations to them may be made after Tenders are received without the prior written approval of the Monitoring Officer.
- (c) Post-tender negotiations are only permissible where the Invitation to Tender specified the areas to be subject to negotiation and where this is permitted by Procurement Legislation. In all other cases, only clarification points or ambiguities may be raised with tenderers.

106. Bonds and Guarantees

Chief Officers shall ensure that sufficient security for the due performance of High Value Contracts is taken and for other contracts where such security is considered to be in the best interests of the Council.

107. Notification of Tender Decision, Standstill Period, Debriefing and Acceptance

(a) Subject to the specific exceptions in Procurement Legislation, where the Contract is subject to the full application of Procurement Legislation (being a ~~services, services contract~~ Goods or, public works contract, ~~public supplies~~ Goods contract, concession contract or Framework Agreement above the relevant Threshold) a mandatory standstill period of at least:

- i. ten calendar days beginning on the day on which after the last written award notification is sent to all tenderers, for those procurements commenced before prior to 24 February 2025;
- ii. eight calendar working days beginning with the day the contract award notice is published must be observed and after providing an assessment summary to between notifying all tenderers in writing of the award decision and the planned award of contract, for those procurements commenced on or after the 24 February 2025.

(a)(b) The standstill period ~~shall commence on the day after the written award notification is sent to all tenderers~~ and the written notification or assessment summary must comply with the requirements of Procurement Legislation. If an unsuccessful tenderer requests further information, such information must be provided in accordance with Procurement Legislation.

(b)(c) If a legal challenge to the procurement process or award decision is brought during a mandatory standstill period, the contract must not be awarded and tender acceptance must not be communicated to the successful tenderer without the prior written approval of the Monitoring Officer in consultation with the Head of Procurement.

(c)(d) Tender acceptance must not be communicated to the successful tenderer until after the expiry of any mandatory standstill period. Where ~~Standing Order Contract~~ Standing Order 107(a) does not apply, tender acceptance shall be communicated to the successful tenderer as soon as possible but subject to any relevant call-in provisions. Tender acceptance must be in writing and as a minimum must detail the date of the decision and the decision-maker.

108. Contract Award and Contract Details Notices

(a) ~~(A) (a)~~ Officers shall ensure that a ~~contract~~ Contract a Award n ~~Notice~~ contract award notice is published in Central Digital Platform and in OJEU for procurements commenced on or before 31 December 2020 and in Contracts Finder and also in Find a Tender ~~Service~~ for above Threshold procurements for procurements commenced on or after 1 January 2021 and up until and including 23 and before prior to the 24 February 2025 within not less than within 30 days of the award of any contract where required by Procurement Legislation or the award of a Framework Agreement, or in the case of Dynamic Purchasing Systems, to ensure that grouped individual notices and grouped notices are published in Contracts Finder or Find a Tender (depending on the value of the Contract) in the time period and as required under Procurement Legislation and as described at CSO Contract Standing Order 115(b). Grouped notices are to be published sent within 30 days of the end of each quarter. Officers shall ensure that relevant information is published on Contracts Finder or Find a Tender ~~whereas~~ required by Procurement Legislation and as described in CSO Contract Standing Order 115 (b).

~~(a)~~(b) For procurements commenced on or after 24 February 2025, Officers shall ensure that ensure that the applicable notice(s) for the awarding a contract are published a contract details notice e is published in the Central Digital Platform within the relevant statutory notice period as described in CSOContract Standing Order 115 (a) as notification of contract award. In the case of Dynamic Market Notices, Officers shall ensure that individual notices or grouped notices are published in the Central Digital Platform in accordance with CSOContract Standing Order 115 (a). If the relevant Contract is below threshold then its' award shall be advertised on the Central Digital Platform first before it is published anywhere else.

109. Letters of Intent

Letters of Intent shall only be used as follows:

- (a) where the Council's form of tender has not included a statement that until such time as a formal contract is executed the Council's written acceptance of a Tender shall bind the parties into a contractual relationship; or
- (b) exceptionally where a contractor is required to provide services, suppliesServices, suppliesGoods or Wworks prior to written acceptance by the Council and only then with the prior written approval of the Monitoring Officer.

110. Contracts Register

- (a) Chief Officers shall ensure that all contracts awarded by the Council to the value of £~~3025~~,000 (inclusive of VAT) or more over the term of the contract shall be entered on the Contracts Register. The Contracts Register shall for each contract specify the name of the relevant Council'sCouncil Department, the contractor, the services, suppliesServices, suppliesGoods or Wworks to be provided, the Contract Value and contract term and, where relevant, any provisions for extension. Details of all such contracts awarded must be sent to the Procurement Service entered on the Contracts Register within two weeks of award and in the required format.
- (b) Chief Officers shall also ensure that for all contracts on the Contracts Register, all contract extensions and variations, earlyterminations, assignments and novations are entered on the Contracts Register and notified to the relevant category manager in the Procurement Service. [to ensure that all notices describedset in Standing OrderContract Standing Order 115 are published in due time].

111. Contract Terms and Conditions

Chief Officers shall ensure that contracts are drafted as appropriate to the nature of the services, suppliesSservices, suppliesGoods or Wworks to be provided and contain provisions to protect the Council's overall interest. Advice shall be sought from the Monitoring Officer as appropriate.

112. Extension and Variation of Contract

- (a) Contracts subject to Procurement Legislation may be extended in compliance with relevant legislative provisions. Contracts may be extended in accordance with the provisions for extension contained in the contract if the parties agree and if the relevant Chief Officer is satisfied that the extension will achieve best value and is reasonable in all the circumstances. Any such extension that will last for more than one year shall be notified to the Monitoring Officer and the Corporate Director of Finance and Resources. All extensions (of any duration) shall be notified to the Procurement Service.

- (b) Retendering of contracts shall be timetabled to ensure handovers can be effected at the end of the contract term. Where any retendering is delayed or is unsuccessful then temporary arrangements may be agreed by the relevant Chief Officer.
- (c) Any temporary contractual arrangements necessary to cover periods between a contract expiring and a new contract commencing shall be kept to a minimum term possible and retendering shall be commenced or re-commenced as soon as is reasonably possible.
- (d) Chief Officers have delegated to them power to extend, vary or renegotiate contracts in accordance with paragraph 9.5. ~~and the relevant individual Cabinet Member has such power in accordance with paragraph 13~~ of Part 3 of the Constitution. Where approval to extend, vary or renegotiate a contract is required to be obtained or is in any event sought from the Cabinet (or the General Purposes Committee or Pension Fund Sub-Committee) ~~the Cabinet, the General Purposes Committee or the Pension Fund Sub-Committee~~ as the case may be, ~~they~~ shall receive and consider a report setting out all relevant information ~~necessary to give such approval or approvals as it considers necessary and any other relevant circumstances it considers necessary to give such approval or approvals. y for example if required to publish a contract change notice or a copy of the modification or modified contract.~~ Any notice as is required under GSO Contract Standing Order 112-(d) shall be given in accordance with Procurement Legislation and GSO Contract Standing Orders 115-(a) or (b).

113. Early Termination of Contract

High Value Contracts may only be terminated by the Cabinet, the General Purposes Committee or the Pension Fund Sub-Committee as appropriate.

High Value and Medium Value Contracts may only be terminated:

- (a) by agreement between the Council and the Contractor; or
- (b) in accordance with the termination conditions of the contract

and provided that in either case the financial and legal implications or other relevant circumstances ~~for example, the need to publish a termination notice in accordance with Procurement Legislation~~ have been taken into account. ~~On or after 24 February 2025, following termination, a termination notice shall be published in accordance with Contract Standing Order 115 following termination.~~

114 Assignment and Novation of Contract

- (a) Contracts may be novated or assigned provided that the novation or assignment would not breach Procurement Legislation. Chief Officers have delegated to them the power to novate or assign contracts pursuant paragraph 9.5, of Part 3 of this Constitution provided that the novation or assignment does not substantially alter the terms and conditions of the contract and provided that the relevant Chief Officer is satisfied that the new contractor meets certain standards.
- (b) Where approval to novate or assign a contract is required to be obtained or is in any event sought from the Cabinet (or the General Purposes Committee or Pension Fund Sub-Committee) the Cabinet, the General Purposes Committee or Pension Fund Sub-Committee as the case may be shall receive and consider a report setting

out all relevant information necessary to give such approval or approvals as it considers necessary.

115 Statutory Procurement Notices

(a) General Notice Requirements under the Procurement Act 2023:

All procurements which commence on or after 24 February 2025 shall comply with the notice requirements as set out in the Procurement Act 2023. Where applicable, Save where an exemption applies, the following notices are to be published on the Central Digital Platform ensuring compliance with the transparency notice requirements:

<u>Notice</u>	<u>Mandatory or Discretionary</u>	<u>When Required</u>	<u>Relevant Legislation (Procurement Act 2023)</u>	<u>Required Days</u>
Pipeline Notices	Mandatory	For planned expenditures exceeding £100 million in a financial year, forecasting future procurements.	Section 93	Within 56 days beginning with the first day of the financial year.
<u>Planned Procurement Notices</u>	<u>Discretionary</u>	<u>Before the start of the procurement process to notify the market of an upcoming opportunity/opportunities.</u>	<u>Section 15</u>	<u>At least 40 days before the day on which the tender notice is published.</u>
<u>Preliminary Market Engagement Notices</u>	<u>Discretionary</u>	<u>Prior to conducting any pre-tender engagement activities with potential suppliers.</u>	<u>Section 17</u>	<u>No minimum requirement.</u>
<u>Tender Notices</u>	<u>Mandatory</u>	<u>When inviting tenders for contracts above the procurement thresholds.</u>	<u>Section 21</u>	<u>At least 25 days before the Tender submission date; or</u> <u>at least 10 days before Tender submission</u>

<u>Notice</u>	<u>Mandatory or Discretionary</u>	<u>When Required</u>	<u>Relevant Legislation (Procurement Act 2023)</u>	<u>Required Days</u>
				date where there is state of urgency that means a 25 day participation period is impractical; or no minimum requirement where it is Light Touch Services.
<u>Regulated Below-Threshold Contract Notices Tender Notice</u>	Mandatory	For contracts below statutory thresholds that are still subject to transparency requirements. When inviting tenders for contracts below the procurement thresholds.	Section 87	No minimum requirement.
<u>Dynamic Market Notices</u>	<u>Discretionary</u>	When establishing or modifying a dynamic market system.	<u>Section 39</u>	No minimum requirement.
<u>Procurement Termination Notices</u>	Mandatory	When a procurement process is abandoned before contract award.	Section 55	As soon as reasonably practicable after making the decision.
<u>Transparency Notices</u>	<u>Mandatory</u>	For certain direct awards or when transparency is needed before the contract is	<u>Section 44</u>	As soon as decision to directly award is made.

<u>Notice</u>	<u>Mandatory or Discretionary</u>	<u>When Required</u>	<u>Relevant Legislation (Procurement Act 2023)</u>	<u>Required Days</u>
		<p><u>signed.</u> <u>These notices ensure the market is aware of non-competitive award decisions.</u> <u>This requirement does not apply to direct awards of user choice contracts or to contracts for the preservation of life.</u></p>		
<p><u>Contract Award Notices and Assessment Summaries</u></p>	<p><u>Mandatory</u></p>	<p><u>After awarding a contract to the successful bidder, including standstill period feedback.</u></p>	<p><u>Section 50</u></p>	<p><u>As soon as all assessment summaries have been issued to all tenderers.</u></p>
<p><u>Contract Details Notices</u></p>	<p><u>Mandatory</u></p>	<p><u>Within 30 days of eContract signature entry or 120 days of contract or signature entry into contract. for for Light Touch Services, providing full contract details for transparency. Entry into the contract for these purposes is denoted by the date on which the contract is awarded.</u></p>	<p><u>Section 53</u></p>	<p><u>Within 30 days beginning with the day the Contract is entered into of entering into a contract or within 120 days of the day entering into a Light Touch Services contract is entered into.</u></p>

<u>Notice</u>	<u>Mandatory or Discretionary</u>	<u>When Required</u>	<u>Relevant Legislation (Procurement Act 2023)</u>	<u>Required Days</u>
<u>Contract Performance Notice</u>	<u>Mandatory</u>	A notice reporting on (1) supplier performance against KPIs (for public contracts valued over £5m); and (2) supplier breach/poor performance under section 71(5). Where a minimum of three KPIs are included in a Contract in accordance with section 52 of the Procurement Act 2023	<u>Section 71(2)</u> <u>Section 71(5)</u>	<u>For KPI reporting, at least once every 12 twelve months during the life cycle of the public contract and on termination</u> . <u>For breach of contract or poor performance reporting, within 30 days of the relevant supplier breach or failure to perform. At least once in every period of twelve months during the life cycle of a contract and on termination of contract</u>
<u>Contract Performance Notice</u>	<u>Mandatory</u>	A notice reporting on (1) supplier performance against KPIs (for public contracts valued over £5m); and (2) supplier breach/poor performance under section 71(5). For	<u>Section 71 (2)</u> <u>Section 71(5)</u>	<u>For KPI reporting, at least once every 12 twelve months during the life cycle of the public contract and on termination</u> . <u>For breach of</u>

<u>Notice</u>	<u>Mandatory or Discretionary</u>	<u>When Required</u>	<u>Relevant Legislation (Procurement Act 2023)</u>	<u>Required Days</u>
		<u>contracts valued over £5 million, a notice detailing the performance assessment of the successful bidder against the published key performance indicators.</u>		<u>contract or poor performance reporting, within 30 days of the relevant supplier breach or failure to perform. At least once every 12 months during the life-cycle of the contract and on the termination of the contract.</u>
Regulated Below-Threshold Contract Notices	Mandatory	For contracts <u>entered into</u> below statutory thresholds that are still subject to transparency requirements.	Section 87	No minimum requirement.
Payments Compliance Notices	Mandatory	<u>For contracts valued over £5 million, detailing the payment performance. Publish details of performance against 30-day payment terms (twice annually within at least 30 days after the end) For contracts valued over £5 million, detailing the payment of</u>	Section 69	<u>A notice setting out specified information about an authority's compliance with rules around prompt payment of invoices. To be published within at least 30 days after 31st March and 30th September . A notice setting out</u>

<u>Notice</u>	<u>Mandatory or Discretionary</u>	<u>When Required</u>	<u>Relevant Legislation (Procurement Act 2023)</u>	<u>Required Days</u>
		<u>31st March or 30th September).</u> <u>Contractor invoices payment performance.</u>		<u>specified information about an authority's compliance with rules around prompt payment of invoices.</u> <u>To be published within at least 30 days after 31st March and 30th September.</u> <u>Every six months.</u> <u>Before 30 days of 1 March or 30 September</u> <u>;</u> <u>(whichever is earlier);</u> <u>and</u> <u>(b) each successive period of six months thereafter.</u> <u>Every 6 months.</u>
<u>Contract Payment Notice</u>	<u>Mandatory</u>	<u>Required to report details of any payments exceeding £30,000 under a contract</u>	<u>Section 70</u>	<u>Within 30 days of the beginning with the last day of the quarter in which the payment was made.</u>
<u>Contract Performance Payment Notice</u>	<u>Mandatory</u>	<u>For contracts valued over £5 million, a notice detailing the</u>	<u>Section 7170</u>	<u>At least once every 12 months during the life-cycle</u>

<u>Notice</u>	<u>Mandatory or Discretionary</u>	<u>When Required</u>	<u>Relevant Legislation (Procurement Act 2023)</u>	<u>Required Days</u>
		<u>performance assessment of the successful bidder against the published key performance indicators. Contracting authorities are required to report details of any payments exceeding £30,000 under a public contract within</u>		<u>Within 30 days of the contract and on beginning with the termination last day of the contract. quarter in which the payment was made</u>
<u>Contract Change Notices</u>	<u>Mandatory</u>	<u>Before making any significant changes to the contract (e.g., value, scope).</u>	<u>Section 75</u>	<u>Asubject to the provisions for a voluntary standstill period in section 76, s soon as possible and before modifying a public contract or a convertible contract.</u>
<u>Poor Performance Notice</u>	<u>Discretionary</u>	<u>If the Council as contracting authority considers that a supplier —</u> <u>(a) is not performing a public contract to the authority's satisfaction,</u> <u>(b) has been given proper opportunity to improve</u>	<u>Section 71(4)</u>	<u>Before the end of the period of 30 days beginning with the day on which (a), (b) or (c) in relation to a particular breach or failure to</u>

<u>Notice</u>	<u>Mandatory or Discretionary</u>	<u>When Required</u>	<u>Relevant Legislation (Procurement Act 2023)</u>	<u>Required Days</u>
		<u>performance, and</u> <u>(c) has failed to do so.</u>		<u>perform</u> <u>arose</u>
Contract Termination Notices	Mandatory	<u>When a Contract is terminated terminating a contract before its natural end, a notice detailing reasons for termination, -Termination may include expiry, or the exercise by a relevant party of termination rights under the contract, or, any other means by which the contract ends.</u>	Section 80	<u>Within 30 days of the date of the termination of the contract. Before the end of the period of 30 days beginning with the day on which a public contract is terminated.</u>

(b) General Notice Requirements under the Public Contract Regulations —2015:

All procurements of sServices, wWorksservices, works—and suppliesGgoods sSuppliessupplies which exceed the relevant Threshold which commence up to and including 23 Februarypriorbefore 24 February 2025, shall comply with the notice requirements as set out in the Public Contract Regulations 2015. Where applicable the following notices are to be published on the Central Digital Platform/Find a Tender-:

Notice	Mandatory and-or Discretionary	When Required	Relevant Legislation (Public Contract Regulations 2015)	Required Days from <u>publication electronically</u>
Prior Information Notices (“PIN or “Pin Notice”)	Discretionary	For planned procurements Making known the Council’s intention for a planned future procurement, s known using PINs.	Regulation 48	No minimum requirement. <u>NB PIN Notices generally last between 35 days and 12 months from the date on which the PIN Notice was published.</u>
Contract Notices	Mandatory	As a means of calling for competition for a procurement of a public contract.	Regulation 49	At least 30 days before the the Tender submission date -or at least 15 days before <u>publication if a PIN Notice was published.</u>
Notices of decisions to award (“standstill letters”)	Mandatory	For <u>To notify Tenderers of the making of a</u> decisions to award a contract or <u>a decision to</u> conclude a framework agreement.	Regulation 86 and Regulation 87	As soon as possible after <u>Once</u> the decision to award a contract or conclude a Framework Agreement is made.
Contract Award Notice	Mandatory	30 days after the <u>Decision to</u> award a contract or <u>to</u> conclude a framework agreement. is made.	Regulation 50	Within <u>Not less than</u> 30 days after the award of a contract or conclusion of a framework agreement.
Voluntary Transparency Notice	Discretionary	For awards of contracts without prior publication of a contract notice. <u>To protect the Council from a declaration of ineffectiveness, in circumstances where a modification notice is not required.</u>	Regulation 99	At least 10 days prior to entering into the contract.

Notice	Mandatory and or Discretionary	When Required	Relevant Legislation (Public Contract Regulations 2015)	Required Days from <u>publication electronically</u>
Payment Complaint Compliance Notice	Mandatory	Where Statutory publication of publication of the Council's compliance with obligations to make payments within 30 days are published no later than the end of a period of 30 days from the date on which a relevant invoice is regarded as valid and undisputed	Regulation 113	Every financial year prior to up until 234 February 2025 and then to be published within at least 30 days after 31st March and 30th September. Within 30 days Every financial year up until 23 February 2025 and then every 6 months. -
Modification notice	Mandatory	Where a contract is modified in accordance with Regulation 72(1)(b) or Regulation 72(1)(c).	Regulation 72	Once As soon as possible after the contract has been modified.

(cb) Chief Officers -shall:-

- (i) comply with contract management obligations under Procurement Legislation; and
- (ii) shall record, retain, update and supply to the Head of Procurement such information as is required for the publication of the notices described at Contract Standing Order 115.

(ed) Publication and Record Keeping:

A record of all notices, including dates of publication and content, must be maintained for a minimum of three years or relevant retention period post-contract award. The Council must also ensure compliance with any requirements for notices to be publicly accessible.

(de) Exemptions:

As specified in Procurement Legislation in certain cases, such as urgent procurement or national security, exemptions from full notice publication may apply. The Monitoring Officer shall approve and record such exemptions where necessary.

PART 3 - RESPONSIBILITY FOR FUNCTIONS

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11. Acquiring, managing and disposing of land and buildings

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11.13 The Director of Property and Assets shall be responsible for the day-to-day Trustee functions and decision-making in relation to the Barham Park Trust.