



# Contract Standing Orders

24 February 2025

# CONTRACT STANDING ORDERS

1.1	Background	4
1.2	Governing Legislation	4
1.3	Application of the Standing Orders (Regulated Procurements)	5
1.4	Excluded/Exempted Contracts (Not Regulated)	5
1.5	Procurement Objectives	6
1.6	Roles & Responsibilities	6
1.7	Separation of Duties	7
1.8	Conflicts of Interest	7
1.9	Procurement Strategy	8
1.10	Procurement Policy & Social Value	8
1.11	Partnership Arrangements	8
1.12	Corporate Contracts	8
1.13	Use of Consultants	8
1.14	Working with SMEs	9
1.15	Excluding Suppliers & Subcontractors	9
1.16	Identifying Opportunities	9
1.17	Contracts Register	9
<b>2.</b>	<b>PROCUREMENT – PLANNING, DESIGN, TIMINGS &amp; DOCUMENTATION</b>	<b>10</b>
2.1	Overview	10
2.2	Contract Types and Regimes	10
2.3	Contract Durations	10
2.4	Estimating Contract Values	10
2.5	Duty to Consider Lots	11
2.6	Thresholds	11
2.7	Risk Assessments	13
2.8	Preliminary Market Engagement	13

2.9	Routes to Market	14
2.10	Legal Considerations	14
2.11	Procurement Programme	15
<b>3.</b>	<b>PROCUREMENT DOCUMENTATION</b>	<b>16</b>
3.1	Overview	16
3.2	Notices	16
3.3	Instructions	16
3.4	Due Diligence / Standard Selection Questionnaire/ Conditions of Participation	17
3.5	Award Criteria (Evaluation Methodology)	17
3.6	Form of Tender	17
3.7	Document Format	18
<b>4.</b>	<b>PROCUREMENT PROCESS &amp; CONTRACT MANAGEMENT</b>	<b>19</b>
4.1	Procurement Launch	19
4.2	Process Management	19
4.3	Evaluation Process	19
4.4	Negotiations	20
4.5	Preferred Supplier Identification & Assurance	20
4.6	Award Decisions and Approvals	20
4.7	Award Governance	20
4.8	Supplier Notifications	20
4.9	Standstill Period & Contract Notices	21
4.10	Contract Execution (Thresholds/Approval)	21
<b>5.</b>	<b>CONTRACT MANAGEMENT</b>	<b>22</b>
5.1	Overview	22
5.2	Meetings & Performance Management	22
5.3	Contract Modifications	22

5.4	Termination	22
5.5	Notices	22
<b>6.</b>	<b>OTHER PROCUREMENT CONSIDERATIONS</b>	<b>24</b>
6.1	Waivers & Exemption Approvals	24
6.2	Collaborative Procurements	25
6.3	Purchase Cards	25
6.4	Community Right of Challenge	25
6.5	Disposal of Goods & Assets	25
<b>7.</b>	<b>GLOSSARY</b>	<b>26</b>

# 1. Procurement Overview

## 1.1 Background

- 1.1.1 In these Contract Standing Orders, the Contracting Authority refers to Royal Berkshire Fire Authority.
- 1.1.2 These Standing Orders set out how the Contracting Authority will contract its various requirements and how suppliers wishing to work for the Contracting Authority can access those opportunities.
- 1.1.3 Public sector procurement is the process of acquiring goods, services and works as needed to deliver our services.
- 1.1.4 Depending on the nature of the procurement, the value, and any specific social interests that the contract may attract, the procurement process must be designed to facilitate competition, optimise quality, and deliver value for money across the whole life cycle of the contract.
- 1.1.5 To ensure delivery of the above, all procurements must be carried out within a specific legal framework and based on principles of equal treatment, transparency, and non-discrimination.

## 1.2 Governing Legislation

- 1.2.1 The Local Government Act 1972 section 135 requires Public Bodies to have Standing Orders for how they enter into contracts. These Contract Standing Orders set out how the Contracting Authority will deliver against this obligation.
- 1.2.2 All Procurements for Contracts, by Contracting Authority staff or members (including where managed by an external organisation or public body on the Contracting Authority's behalf), MUST comply with these Contract Standing Orders, the Contracting Authority's Financial Regulations, Applicable Public Procurement Legislation and all other relevant UK legislation; with 'applicable' relating to the date on which the procurement is commenced/advertised, the Framework/Dynamic Market was established or where no competitive process is required, a purchase order is raised.
- 1.2.3 Where there is a discrepancy between these Standing Orders and the Applicable Public Procurement Legislation Officers are to comply with the legislation.
- 1.2.4 Where there is a conflict between the Applicable Public Procurement Legislation and any other relevant legislation (as identified during procurement planning) the Monitoring Officer must be consulted immediately to carry out a legal, project risk assessment.
- 1.2.5 The Contracting Authority will comply with Procurement Policy Notes (PPNs) and the National Policy Procurement Statement (NPPS).
- 1.2.6 Non-compliance with any of these Standing Orders may constitute grounds for disciplinary action.

## 1.3 Application of the Standing Orders (Regulated Procurements)

- 1.3.1 These Contract Standing Orders govern:
- (a) any contract for the supply of goods, services or works, (not exempt/excluded under 1.4 below) (for pecuniary interest) regardless of value;
  - (b) using Frameworks or Dynamic Purchasing Systems, or Dynamic Markets;
  - (c) collaborative procurements;
  - (d) consultancy requirements;
  - (e) equipment hires or lease through rental agreements; and
  - (f) disposal of assets.

## 1.4 Excluded/Exempted Contracts (Not Regulated)

- 1.4.1 These Standing Orders do not apply to contracts that are classified as excluded/exempted, as defined by the Applicable Public Procurement Legislation; including but not limited to:
- (a) Contracting Authority to Contracting Authority (Subsidiary) arrangements, vertical or horizontal – subject to approval by the Monitoring Officer, e.g.
    - (i) Vertical - The Contracting Authority exercises a parent or similar control or joint control with other Contracting Authorities on the entity as it does with its own departments, the entity carries out more than 80% of its activities for the controlling Contracting Authorities and there is no private sector money in the entity.
    - (ii) Horizontal - Contracting Authority to Contracting Authority co-operation to achieve objectives which the Contracting Authorities have in common, through an arrangement that is solely for the public interest, and no more than 20% of the activities envisaged by the arrangement are intended to be carried out for reasons other than for the purposes of their public functions.
  - (b) Subject matter exemptions:
    - (i) Certain types of legal advice, e.g. relating to judicial proceedings and/or dispute resolution
    - (ii) Certain types of financial advice, e.g. funding or financing arrangements, investment services
    - (iii) Employment contracts
    - (iv) Purchases made at public auction or of goods sold due to insolvency
    - (v) Land contracts (including leases, licences, and transfers)

- (vi) Grants of money, these cannot be contracts as there is no consideration and they are not services required to be delivered by the Authority
- 1.4.2 Any other arrangements excluded by the Applicable Public Procurement Legislation.

## 1.5 Procurement Objectives

- 1.5.1 Procurement aims and objectives cover not only those objectives set out in the Applicable Public Procurement Legislation, but also those set out in the NPPS and the Contracting Authority's own procurement policies; these objectives should be used to determine the contract specific outcomes to be achieved by a specific procurement during the planning process.
- 1.5.2 These objectives may include, but not be limited to, all or any of the following and their inclusion should be informed by and tailored to the subject matter of the contract (legal, technical and commercial requirements).
- (a) Delivering Value for Money
  - (b) Maximising public benefit (such as delivering Social Value)
  - (c) Sharing Information
  - (d) Equal Treatment (non-discrimination), unless justified.
  - (e) Removing Barriers for Small and Medium Enterprises SMEs
  - (f) Acting (and being seen to act with) integrity and accountability
  - (g) Fair and transparent (effective) competition

## 1.6 Roles & Responsibilities

- 1.6.1 The Procurement Manager (and function) is responsible for all procurement processes and compliance, including; ownership of the Project Launch Document and approvals, procurement option appraisals and process design, procurement training, procurement process management (including responsibilities for all notices up to the publication of the Contract Award Notice, ownership of the e-tendering portal, ownership and provision of all procurement templates (including Contracting Authority's standard form contracts), completion/approval of procurement template and reports, and oversight of all activities relating to waivers, contract modifications or termination.
- 1.6.2 The Contract Manager is responsible for supporting the planning for and management of all contracts (regardless of how they are procured); specifically, feeding into procurement documents relating to contract management requirements, managing all applications for waivers, exemption or modification requests, owning the contract register (ensuring

that information is kept up to date and that copies of contracts are attached) and forward planning for re-procurement of cyclical requirements (including writing specifications for the goods or services to be procured), supporting Procurement Officers with contract management including financial and quality performance reporting, ensuring compliance with the Contracting Authority's Governance requirements, publication of all mandatory and optional notices as required post the publication of the Contract Award Notice, ensuring all contracts subject to the Gateway Process report in accordance with the stated procedures.

- 1.6.3 The Head of Service is responsible for all pre-procurement governance and budgetary approvals, overseeing all technical document creation (including specifications), organising any legal documents that are required, supporting all stages of the procurement process, co-ordinating the resourcing of tender evaluation and moderation sessions, completing any procurement related reports and any pre-contract governance requirements and working with the Procurement Manager to finalise contracts in accordance with these Standing Orders, relevant procurement legislation and other associated legislation.
- 1.6.4 The Monitoring Officer is responsible for all legal decisions and activities, whether delegated to legal representatives or being actioned on behalf of the project team.

## 1.7 Separation of Duties

- 1.7.1 As part of the commitment to transparency, accountability, and service integrity, an individual that conducts a procurement, raises a purchase order, or requests a waiver cannot also approve one.
- 1.7.2 All requests and approval/awards therefore should be raised by one individual and approved by a different individual.

## 1.8 Conflicts of Interest

- 1.8.1 Public Procurement Legislation, as part of ensuring that all processes are managed fairly and with integrity, requires all individuals (Officers and Members) and suppliers involved in any stage of the contract life cycle to both identify/disclose and mitigate any perceived, potential and/or actual conflicts of interest.
- 1.8.2 Compliance with this requirement will include carrying out a conflict-of-interest assessment whenever anyone new becomes involved in the procurement, approval process and/or contract management.
- 1.8.3 All conflict-of-interest assessments must be recorded on a Conflicts-of-Interest Register and kept under review during the whole life cycle of the contract. The assessment must also include details of any mitigations taken/to be undertaken to mitigate potentially unfair outcomes, e.g. use of ethical wall agreements, use of alternative evaluators, etc.



- 1.8.4 The Procurement Manager will own the Register and in conjunction with the Monitoring Officer and Head of Finance and Procurement advise on appropriate mitigations and risks.

## 1.9 Procurement Strategy

- 1.9.1 The Contracting Authority will maintain a Procurement Strategy that sets out the principles for designing and delivering procurement.
- 1.9.2 Officers are required to align their procurements to this Strategy, with guidance available from the Procurement Manager.

## 1.10 Procurement Policy & Social Value

- 1.10.1 The Contracting Authority is committed to delivering social value through its procurements, this being in consideration of the Applicable Public Procurement Legislation, the Public Sector (Social Value) Act 2012 and associated Procurement Policy Notes relating to delivering social value.
- 1.10.2 The Contracting Authority's commitments relate, where possible, to creating opportunities to support the local economy, local jobs, training opportunities, as well as ensuring the wellbeing of both the staff and the communities in which we work.
- 1.10.3 Where Social Value is included within a procurement, it must be related to the subject matter of the contract and must not increase costs.

## 1.11 Partnership Arrangements

- 1.11.1 When the Contracting Authority enters into an arrangement with partner Contracting Authorities for the purchase of goods or services the relevant Head of Service must liaise with the Procurement Manager before commencing a new procurement for similar/ additional requirements to ensure that those arrangements are not breached or cause relationship problems across the Contracting Authorities partners.

## 1.12 Corporate Contracts

- 1.12.1 Where the Contracting Authority establishes a number of corporate contracts, such as for stationery or training, Officers must liaise with the Procurement Manager before carrying out a separate/additional procurement for such requirements.

## 1.13 Use of Consultants

- 1.13.1 Where the Contracting Authority requires the technical input of industry experts/consultants to either resource and/or manage a procurement or inform a specification, or deliver a particular process, Officers are required to ensure the following is applied:
- (a) The service is for a discrete (or multiple discrete) piece of work and/or is not backfilling a Contracting Authority post.

- (b) The consultants are procured in accordance with these Standing Orders.
- (c) The consultant is experienced in and fully understands all Applicable Public Procurement Legislation and agrees to be bound by it.
- (d) There is a clear specification of requirements and responsibilities set out for the appointment, including adherence to these Standing Orders and relevant legislation and that this is documented in the form of contract used.

## 1.14 Working with SMEs

- 1.14.1 The Contracting Authority is committed to making contracting opportunities accessible to all interested suppliers; and where appropriate (and not disproportionate to do so) remove barriers to SMEs participating in the procurement.
- 1.14.2 Officers, when designing a procurement, must consider the use of lots, encouraging consortia bids, structuring the documents to be SME friendly, and setting financial participation thresholds to the minimum needed to manage performance risk/failure.

## 1.15 Excluding Suppliers & Subcontractors

- 1.15.1 The Contracting Authority may exclude suppliers where they or one of their proposed subcontractors have exhibited behaviours that are unacceptable to the Contracting Authority.
- 1.15.2 Details of when and for what (mandatory and discretionary grounds) a supplier may/must be excluded is contained in the Applicable Public Procurement Legislation.

## 1.16 Identifying Opportunities

- 1.16.1 All advertised procurements must be advertised initially on the Central Digital Platform in line with Applicable Public Procurement Legislation. They will also be advertised on and managed through the Contracting Authority's e-tendering Portal.
- 1.16.2 Suppliers wishing to bid for Contracting Authority contracts should register on both the Central Digital Platform and the referenced e-tendering portal.

## 1.17 Contracts Register

- 1.17.1 All current contracts are included on the Contracting Authority's online Contract Register. This includes details of current suppliers, contract values, and the current contract expiry dates along with details of any options to extend.
- 1.17.2 The online Contract Register is to be updated with details of new contracts.

## 2. Procurement – Planning, Design, Timings & Documentation

### 2.1 Overview

- 2.1.1 The activities detailed in this section apply where the spend is not exempted from these Standing Orders under Section 1.4 above.
- 2.1.2 No procurement may proceed without the completion of the Procurement Launch Document (PLD) by Officers, which provides evidence that they have considered all of the planning, documentation and process considerations detailed in these Standing Orders and that they have all the required approvals in place.

### 2.2 Contract Types and Regimes

- 2.2.1 All spend must be classified by type and regime before a procurement process can be designed; this is due to different types and regimes having different financial thresholds and obligations. The types and regimes are set out below.
- 2.2.2 Types - Goods (supplies or products), Services (labour, consultants, or technical resources); or Works (Construction Projects).
- 2.2.3 Regimes - Utilities (gas, electricity, water); Light Touch (legal services); Concession (supplier risk/ paid by service users), Exempt/Excluded (not covered).

### 2.3 Contract Durations

- 2.3.1 Before a procurement process can be designed/commenced, Officers need to decide both the initial and maximum contract durations (including any optional extension) and what might be the justification to apply those extensions.
- 2.3.2 Depending on the value and nature of the contract being procured, the duration may be limited by the Applicable Public Procurement Legislation. Officers must check with Procurement Manager before finalising the decision.

### 2.4 Estimating Contract Values

- 2.4.1 The estimated contract value must include all monies that could be paid over the maximum life span of the contract (or Framework/ Dynamic Market), to the successful tenderer(s) regardless of the source; e.g., all planned and potential costs, additional requirements, fees/commissions, contract extensions and/or participation costs plus any contingencies, whether funded by the authority, other grants or paid by service users. The total must also include VAT.
- 2.4.2 This value must not be artificially inflated or disaggregated as it will feed into various decisions, including route to market, and assessing whether a supplier has the capacity to deliver the contract.

- 2.4.3 The above calculated value, calculations and assumptions must be documented in the Procurement Launch Document.

## 2.5 Duty to Consider Lots

- 2.5.1 When considering the above, Officers must consider the use of lots and the potential benefit of working with (local) SMEs (e.g., reduce overhead costs, local knowledge, public benefit) with the opportunity to achieve economy of scale discounts, manage market uncertainty, and the potential contract management benefits of appointing a single supplier.
- 2.5.2 In considering how to make opportunities accessible to SMEs, Officers must ensure that they do not disaggregate, or sub-divide like of similar requirements purely for the sole purpose of avoiding the rules for above threshold public contracts. They must also ensure that the process for removing barriers for SMEs, does not unfairly advantage them.

## 2.6 Thresholds

- 2.6.1 Procurement Thresholds are determined by category and sector (regime); they determine which routes to market are available and what rules must be followed.
- 2.6.2 The Thresholds come from the Applicable Public Procurement Legislation (and updated by Procurement Policy Notes) and are based on the Government Procurement Agreement (GPA); these values are updated every other year.
- 2.6.3 The rules and available routes to market are determined by whether the estimated contract value is deemed to be 'Above Threshold' (Covered Procurements/ Public Contracts) or 'Below Threshold.'
- 2.6.4 The following table sets out possible routes to market based on the estimated value of the contract (which, for Above Threshold Procurements, includes VAT).

**Table 1 – Threshold Procurement Processes**

Total Contract Value	Process	Person Responsible for Process	Contract Award Recommendation and Contract Authorisation
£0 - £10,000	One quotation. Best practice to receive a written quotation.	In line with Officer delegated spending limits.	Not required – PO Only
£10,001 - £100,000	Competitive process to be followed: three quotes, frameworks – open or closed, DPS, or open tender process	Head of Service with the Procurement Team	Signatures required <ol style="list-style-type: none"> <li>1. Head of Service</li> <li>2. Head or Deputy Head of Finance and Procurement</li> <li>3. Director or Chief Fire Officer / Chief Executive</li> </ol>
£100,001 up to the relevant thresholds as set out in the Applicable Public Procurement Legislation	Competitive process to be followed: frameworks – open or closed, DPS, open tender process	Head of Service (or Director for works contracts) with the Procurement Team	Signatures required <ol style="list-style-type: none"> <li>1. Head of Service</li> <li>2. Head or Deputy Head of Finance and Procurement</li> <li>3. Director or Chief Fire Officer / Chief Executive</li> <li>4. Management Committee approval required for contracts over £1 million</li> </ol>
Upwards from the relevant thresholds as set out in the Applicable Public Procurement Legislation	Frameworks – Open or Closed, DPS, Dynamic Market or open tender process or competitive flexible procedure	Director with the Procurement Team	Signatures required <ol style="list-style-type: none"> <li>1. Head of Service</li> <li>2. Head or Deputy Head of Finance and Procurement</li> <li>3. Director or Chief Fire Officer / Chief Executive</li> <li>4. Management Committee approval required for contracts over £1 million</li> </ol>

- 2.6.5 Regardless of the minimum obligations, Officers may choose (or may be instructed by the Procurement Manager) to conduct a procedure in line with a higher level, including one which is for Above Threshold/ Covered Procurement; including issuing a Tender Notice to invite interested suppliers to submit a tender/participate in the procurement.
- 2.6.6 The Procurement Manager may also mandate such a process where the estimate contract value is very close to the relevant Threshold, or the contract is high profile/of public interest, or where it is a condition of the funding that a specific process must be applied.

## 2.7 Risk Assessments

- 2.7.1 Officers are required to carry out a risk assessment as part of the project initiation and planning process, and at the very least, in the following situations:
- (a) where the procurement is of strategic importance to the Authority and/or Above Threshold (a Covered Procurement),
  - (b) is establishing a new Framework or Dynamic Market with multiple suppliers,
  - (c) includes a Special Purpose Vehicle,
  - (d) is for a contract duration in excess of five years,
  - (e) includes design liabilities and/or collateral warranties,
  - (f) involves intellectual property,
  - (g) involves a significant Health & Safety consideration,
  - (h) is likely to be subject to significant inflation risks, or
  - (i) where the spend relates to substantial direct awards or contract extensions that carry risks under the Applicable Public Procurement Legislation.
- 2.7.2 The outcome of the risk assessment must both be:
- (a) documented in the Procurement Launch Document as it will feed into the process design and governance/approval process; and
  - (b) added to the Corporate Risk Register where appropriate.

## 2.8 Preliminary Market Engagement

- 2.8.1 Officers are required as part of designing both the Competitive Tendering Procedure and the Associated Tender Documentation to consider running a Preliminary Market Engagement Event. Such events should be used where a contract has been assessed as high value, high profile, complex or specialist in nature, the market is saturated, made up of SMEs, or is suitable for a consortia delivery model; or as otherwise directed by the Procurement Manager. The decision and reasons are to be recorded in the Procurement Launch Document and the Tender Record.

- 2.8.2 Where a Preliminary Market Engagement Event is to be used, it must be advertised using an appropriate notice, and the Contracting Authority must take reasonable steps to ensure that participants at the event do not have an unfair advantage in the subsequent procurement; this to be achieved by undertaking a Conflict-of-Interest Assessment and documented in the Tender Record.
- 2.8.3 All information shared before, during or after a Preliminary Market Engagement Event must also be included within the subsequent associated Tender Documents.

## 2.9 Routes to Market

- 2.9.1 The minimum process/route to market is determined by the category and value.
- 2.9.2 The Contracting Authority has decided that procurements should be let in accordance with Table 1.
- 2.9.3 Where using a framework Officers must comply with the framework rules.

## 2.10 Legal Considerations

### 2.10.1 Contracts

- (a) All contracts must be completed either in hardcopy or electronically before contract commencement.
- (b) The contract may be a standard form, an amended standard form, a bespoke/ project specific contract, or a set of Heads of Terms; and these may be provided either in a finalised or draft form (depending on the route to market being used).
- (c) The Procurement Manager, taking advice from the Monitoring Officer where required, is responsible for determining the appropriate form of contract and this must be documented in the Procurement Launch Document as it will feed into various aspects of the process design.
- (d) The agreed form of contract must be made available to suppliers as part of the associated tender documents before they are required to submit a price/ tender.

### 2.10.2 Bonds & Guarantees

- (a) The Procurement Manager, taking advice from the Monitoring Officer and the Head of Finance and Procurement, will consider the appropriateness of requesting a Performance Bond and/or a Parent Company Guarantee where there are concerns about the financial performance of the tenderer.
- (b) Where a bond or guarantee is deemed necessary this should be in a form acceptable to the Contracting Authority.

### 2.10.3 Non-Procurement Legislation

- (a) The design of any procurement must take into account all relevant legislation; as it applies to the Contracting Authority, the project, and the supply chain.
- (b) In the event that there is an incompatibility identified between two or more relevant pieces of legislation this must be escalated to the Monitoring Officer for advice and a decision on how to manage the conflict.

## 2.11 Procurement Programme

- 2.11.1 Officers will also need to plan for and include time to comply with the Contracting Authority's approvals and reporting requirements, this being particularly significant where a procurement is of strategic importance and/or is to be monitored through the Gateway Process.
- 2.11.2 Officers should work with the Head of Service to create a procurement programme against which resource requirements can be managed.
- 2.11.3 Indicative timescales for different types of approvals are set out in the Contracting Authority's Forward Plan of meetings.



## 3. Procurement Documentation

### 3.1 Overview

- 3.1.1 The procurement documentation required will depend on the selected route to market as well as the stages and the activities to be completed.

### 3.2 Notices

- 3.2.1 The publication of various notices is a legal requirement both to create effective competition and ensure transparency in the spending of public funds. The most commonly used notices and reasons for use are detailed below.
- 3.2.2 An Early Market Engagement Notice – A notice inviting suppliers to engage in an Early Market Engagement Event.
- 3.2.3 A Tender Notice – A notice inviting suppliers to submit a tender or a request to participate – minimum 25 days (unless urgency).
- 3.2.4 Procurement Termination Notices – used to inform the market that the Contracting Authority is terminating the procurement/not making an award.
- 3.2.5 The Contracting Authority may also be required to publish other notices in relation to their plans, events, and/or other decisions depending on the Applicable Public Procurement Legislation.

### 3.3 Instructions

- 3.3.1 Officers must ensure that they effectively and transparently communicate with all suppliers regarding the Competitive Tendering Procedure. This could include excluding suppliers, notifying conditions of participation and what is required from suppliers at each stage to enable them to progress.
- 3.3.2 Procedural rules, including how the Contracting Authority will manage clarification, incomplete tenders or other matters must be communicated to suppliers.
- 3.3.3 In addition, communications must make clear whether there is scope to modify the procurement after the Tender Notice has been published (this also needs to have been stated in the Tender Notice).
- 3.3.4 Details of how suppliers should communicate with the Contracting Authority during the procurement process and the various rounds/ activities must also be communicated.

### 3.4 Due Diligence / Standard Selection Questionnaire/ Conditions of Participation

- 3.4.1 It is essential that the Contracting Authority only appoint suppliers to deliver public sector contracts that are deemed suitable (meet the legal, ethical, and social standards) as set out in the Applicable Public Procurement Legislation.
- 3.4.2 Equally, it is important to check that they have the capability, capacity, and experience needed to deliver the specific technical requirements and this must be checked regardless of the value of the contract. Note that this can only be as a discrete/separate stage where the contract is over a specific value for the specific category.
- 3.4.3 When procuring works, this capability, capacity, and experience assessment should, where appropriate, be based on the Common Assessment Standard either in full or in a modified version which as a minimum, meets the requirements of the Selection Questionnaire to be used for non-works procurements.

### 3.5 Award Criteria (Evaluation Methodology)

- 3.5.1 Officers are required to design and effectively communicate the evaluation/ assessment methodology that will be applied to the tender responses submitted by suppliers.
- 3.5.2 This must include detailing whether the assessment methodology will be based on lowest price (where permitted), price per quality point or a price to quality ratio. In each case, the following will apply:
  - (a) For quality and social value - the detailed questions include specific response guidance, the scoring methodology/matrix, and the importance/ weighting to be applied to each question.
  - (b) For Price – details on how the value will be calculated and how it will be evaluated (e.g. the weighting allocated to the price as a whole or parts therein or divided by the quality score).
- 3.5.3 Once the Tender Notice has been published, this Award Criteria cannot be amended unless specifically allowed for in the Tender Notice or the amendment is not substantial, and the change is implemented before the last chance to submit tenders as per the Applicable Public Procurement Legislation.

### 3.6 Form of Tender

- 3.6.1 All Suppliers will be required to sign a disclaimer when submitting their tender, specifically relating to their conduct during the procurement process, their adherence to the conditions of tendering, the acceptance of the contract terms and their agreement to hold their price open for a specific amount of time.

## 3.7 Document Format

- 3.7.1 All documentation and communication will be issued and returned electronically. The documents may, therefore, be issued as an attachment in Microsoft or Adobe formats (unless otherwise explicitly stated) or built into and answered in the e-tendering portal.

## 4. Procurement Process & Contract Management

### 4.1 Procurement Launch

- 4.1.1 The Contracting Authority is required to publish a full set of procurement/ Associated Tender Documents when it publishes the Tender Notice.
- 4.1.2 Suppliers can access these opportunities on the Central Digital Platform and the Procurement Portal.

### 4.2 Process Management

- 4.2.1 All competitive procedures must be managed through the Contracting Authority's e-tendering Portal, including all of the following activities.
  - (a) Communication with Suppliers
    - (i) All communication with suppliers should be, as far as practicable, be via electronic means, e.g. the e-tendering portal.
  - (b) Clarifications
    - (i) The Contracting Authority reserves the right to clarify any omissions, ambiguities, or errors as part of its procurement procedure.
    - (ii) All clarifications (by suppliers and the Contracting Authority) must be raised and managed through the e-tendering portal.
    - (iii) Where a supplier asks a question, the questions and responses must be shared with all suppliers; an exception being where the supplier specifies that the question is commercially sensitive, and the Contracting Authority accepts this.
    - (iv) Where, as part of the evaluation process, the Contracting Authority identifies something that appears erroneous, needs to be clarified or was omitted, this must also be raised through the e-tendering portal.
    - (v) A record of all clarifications must be maintained.

### 4.3 Evaluation Process

- 4.3.1 The Contracting Authority will identify a team of suitably qualified and experience persons (SQEP) to carry out individual evaluations of their allocated question(s) in accordance with the Conditions of Participation/Award Criteria questions as set out in the procurement documentation. All evaluators will then be required to attend a moderation session.
- 4.3.2 At the appropriate points in the procurement, the Contracting Authority must check the supplier's (and their supply chain's) suitability to deliver the contract. Where a supplier is assessed as Excluded or Excludable (mandatory or discretionary exclusion grounds) the supplier will/may not be permitted to continue within the process.

- 4.3.3 At the Conditions of Participation stage, depending on the route to market, the Contracting Authority may limit the number of suppliers to invite through to the next round, depending on how the Competitive Tendering Procedure has been designed.
- 4.3.4 Additionally, at intermitted tender stages, the Contracting Authority may, through evaluation, limit the number of suppliers to invite through to the next round.
- 4.3.5 At Award Stage, in all covered procurements, the quality evaluation will be carried out by members of the panel independently of each another before coming together for moderation. Price evaluation will be carried out by the Procurement Team.
- 4.3.6 The Contracting Authority has the right (but is not obliged) to seek clarification on the submissions as part of the evaluation process. Where this prerogative is utilised, all suppliers will be treated equally.

## 4.4 Negotiations

- 4.4.1 Negotiations will only be permitted where this is expressly stated in the procurement documentation, and this will be carried out in compliance with the stated process.
- 4.4.2 If a supplier attempts to negotiate a contract post award, where this is not permitted, the Contracting Authority may disregard the supplier and award the contract to the next ranked compliant supplier.

## 4.5 Preferred Supplier Identification & Assurance

- 4.5.1 Once a preferred supplier has been identified, the supplier suitability checks referenced above must be refreshed to ensure that they are still a suitable (not excluded) supplier.

## 4.6 Award Decisions and Approvals

- 4.6.1 Throughout the life of the procurement, all decisions must be documented in a Project Tender Record, including the recommendation to award. This includes where a Direct Award is made.

## 4.7 Award Governance

- 4.7.1 Before suppliers can be notified of the recommendation, the decision to award must be approved in accordance with the Contracting Authority's scheme of delegation (and depending on value/risk, in accordance with a Gateway process) as stated in Table 1.

## 4.8 Supplier Notifications

- 4.8.1 Once the recommendation is approved, and before the Contract Award Notice is published, the Contracting Authority will collate and provide each supplier with an Assessment Summary (supplier feedback).

- 4.8.2 This summary must include the scores and the reason for those scores, for each of the award criteria, in consideration of the assessment methodology as set out in the procurement/associated tender documents. Unsuccessful suppliers must also be provided with the same information relating to the successful supplier.

## 4.9 Standstill Period & Contract Notices

- 4.9.1 For all Above Threshold/ Covered Procurements, the Authority must apply a standstill period before entering into the contract (excluding Utilities, Light Touch or contracts awarded under a Framework, in which cases a standstill period is optional).
- 4.9.2 A Contract Award Notice must be published in accordance with Applicable Public Procurement Legislation.
- 4.9.3 Additionally, where required under the Applicable Public Procurement Legislation, the Contracting Authority may be required to publish a Contract Details Notice within 30 days of entering into the contract.

## 4.10 Contract Execution (Thresholds/Approval)

- 4.10.1 All contracts must be signed or executed in accordance with the rules as set out in Table 1:
- 4.10.2 A record of the contract and a copy of all executed contracts must be added to the Contract Register (with physical copies of contracts executed as a deed stored securely).
- 4.10.3 Works – must be executed as a deed, regardless of value.
- 4.10.4 All contracts over £1,000,000 will bear the common seal of the Authority.
- 4.10.5 A contract may be awarded by the approved Officer in accordance with Table 1 if there has been compliance with these Standing Orders and the Authority's Financial Regulations and a fully signed Contract Recommendation Award has been completed for any purchases over £10,000.
- 4.10.6 No Officer below Head of Service can award a contract over £10,000.
- 4.10.7 Tenders for contracts over £1,000,000 require a business case to be approved by Management Committee before the tender process is finalised. A tender price up to 5% more than the business case can be accepted by Officers if budget provision exists. If the final tender award is between 5% and 10% greater than the business case figure, agreement has to be sought from the Chair of the Fire Authority before awarding. Any variance greater than 10% would need the approval of Management Committee.

## 5. Contract Management

### 5.1 Overview

- 5.1.1 Contracts must be managed in accordance with Applicable Public Procurement Legislation.

### 5.2 Meetings & Performance Management

- 5.2.1 The Contract Manager will set up a series of meetings to kick off, administer and manage delivery of the contract. These meetings will as a minimum monitor and report on the following:
- (a) Supplier & Supply Chain Suitability – ensure that the Contracting Authority is not contracting directly or indirectly with unsuitable (Excluded/ Excludable) suppliers.
  - (b) Key Performance Indicators – delivery against the agreed criteria.
  - (c) Contract Performance – e.g. satisfactory delivery of the contract.
  - (d) Contracting Authority Payment Performance –the Contracting Authority is required to pay the Supplier within 30 days of receiving a valid/undisputed invoice.
  - (e) Supplier Payment Performance - the Supplier is required to pay their supply chain within 30 days of receiving a valid/undisputed invoice.
  - (f) Supplier Contracts – the supplier is required to enter into a legally binding agreement with suppliers on whom they are relying on to meet the technical, legal, or financial conditions of participation.
  - (g) Modifications – all modifications to a contract must be documented, along with the value and justification.

### 5.3 Contract Modifications

- 5.3.1 All modifications must be managed in accordance with the contract and in compliance of what is permitted under the Applicable Public Procurement Legislation.

### 5.4 Termination

- 5.4.1 In the event that any performance requirements are not being met, the Contracting Authority may terminate the contract in accordance with the stated contract clauses. Where required, this to be reported in accordance with Applicable Public Procurement Legislation.

### 5.5 Notices

- 5.5.1 Where required under Applicable Public Procurement Legislation, the Contracting Authority may be required to publish a notice. The notices that may be required include the following:

- (a) Contract Performance Notice – used to report on KPIs and whether the contract is being delivered to the required standards.
- (b) Payment Compliance Notice – used to publish the Contracting Authority's payment performance.
- (c) Contract Modification Notice – used to publish details of a proposed modification to a contract where there is an increase or decrease in the estimated contract value over a specific value.
- (d) Contract Termination Notice – used where the Contracting Authority terminates a contract in full.



## 6. Other Procurement Considerations

### 6.1 Waivers & Exemption Approvals

- 6.1.1 Where an Officer seeks to deviate from the requirements of this document a waiver must be completed and approved in accordance with the following rules.
- 6.1.2 Competitive quotes or tenders are not required where any of the following apply:
- a) effective competition is prevented due to government control;
  - b) the supply or service is unique to a single supplier such as proprietary or patented goods or is deemed necessary due to the requirements of operational alignment and there is no satisfactory alternative;
  - c) the service or works are of a specialist nature and can only be carried out by one supplier;
  - d) the emergency requirements are brought about by events that could not have reasonably been foreseen;
  - e) if the goods or services are not procured there is a risk of danger to life or property or a major impact on the Authority or the public;
  - f) the market is such that effective competition does not exist and it can clearly be demonstrated that the proposed award represents best value for the Authority.
- 6.1.3 A waiver of up to £50,000 must be approved by the Head or Deputy Head of Finance and Procurement, Head of Service and a Director or Chief Fire Officer/Chief Executive, using the standard waiver form which is to be retained by the Head or Deputy Head of Finance and Procurement.
- 6.1.4 Waivers over £50,000 and up to £100,000 must be approved by the Head or Deputy Head of Finance and Procurement, Director or Chief Fire Officer/Chief Executive and the Monitoring Officer.
- 6.1.5 Waivers of more than £100,000 up to the relevant thresholds as set out in the Procurement Act 2023 can only be approved by the Management Committee.
- 6.1.6 Waivers are not permitted over the relevant thresholds although the Procurement Act does permit exceptions in very limited circumstances: Schedule 2 – Exempted contracts.
- 6.1.7 The totals above refer to aggregate spend with a supplier and are only inclusive of VAT for the purpose of applying the relevant thresholds as set out in the Procurement Act 2023.
- 6.1.8 Where a contract is awarded under a waiver and is over £30,000, including VAT, a Notice must be published in accordance with Applicable Public Procurement Legislation.

- 6.1.9 Where an Officer deems that the proposed expenditure is exempt from these Standing Orders, the Officer must complete a procurement exemption form regardless of value and/or category/sector. The Procurement Manager must approve this.

## 6.2 Collaborative Procurements

- 6.2.1 Where the Contracting Authority is required under its own powers or at the request of a partner authority to procure on its behalf, those procurements must comply with Applicable Public Procurement Legislation and other relevant legislation more generally.
- 6.2.2 Each Contracting Authority must comply with its own Standing Orders with regards to financial, procurement and delegated authority requirements; and then equally, its own scheme of delegation for contract signing.
- 6.2.3 The Policing and Crime Act 2017 places a duty on police, fire and emergency ambulance services to seek opportunities to collaborate where it is efficient or effective to do so.
- 6.2.4 The Procurement team will review all new procurement requirements, ensuring that all opportunities to collaborate with partner organisations are exploited where they offer benefits to the Authority and collaborate with partners to develop new joint contracts.

## 6.3 Purchase Cards

- 6.3.1 The Contracting Authority operates a purchase card facility; these are used where it is not efficient to add a supplier to the finance system. Purchase cards may not be used as a means to disaggregate or bypass these Standing Orders.

## 6.4 Community Right of Challenge

- 6.4.1 Section 81 of the Localism Act 2011 permits relevant bodies to submit expressions of interest to provide Authority services.

## 6.5 Disposal of Goods & Assets

- 6.5.1 Where the Contracting Authority has goods or assets that are no-longer required these are to be disposed of in accordance with the Contracting Authority's Financial Regulations.

## 7. GLOSSARY

Term	Meaning of Term
Approved Dynamic Market	A Dynamic Market approved for use by the Procurement Team
Approved Framework	A Framework (including Open Frameworks) approved for use by the Procurement Team
Assessment Summary	<p>A letter detailing the outcome of the assessment of any Tenders received.</p> <p>For the winning Supplier it will include their scores and reasons for those scores against each of the published Award Criteria.</p> <p>For all losing Suppliers, the letter will include their scores and the reason for those scores against each of the published Award Criteria and the same information for the winning Supplier.</p>
Award Criteria/ Assessment Methodology	<p>Criteria set in accordance with section 23 of the Procurement Act 2023 against which Tenders may be assessed for the purpose of awarding a Public Contract. These criteria must:</p> <ul style="list-style-type: none"> <li>• relate to the subject-matter of the Contract,</li> <li>• be sufficiently clear, measurable, and specific,</li> <li>• not break the rules on technical specifications in section 56, and</li> <li>• be a proportionate means of assessing Tenders, having regard to the nature, complexity, and cost of the Contract.</li> </ul> <p>Where there are several criteria, their weighting or relative importance must be stated.</p> <p>Officers are also required to describe how the Tenders will be assessed (a scoring matrix), and the document must state whether failing to meet a specific score could amount to a Supplier being excluded from the procurement.</p>
(Regulated/ nominated) Below Threshold Procurement	A procurement which is below the Covered Procurement threshold and not exempt from the Procurement Act 2023. <a href="#">PPN-11_23-New-Thresholds.pdf (publishing.service.gov.uk)</a>
Best Value	The Best Value Duty relates to the statutory requirement for a local authority as defined in Part 1 of the Local Government Act 1999 to “make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness”.
Breach of Contract	Failure to meet any of the conditions of the Contract.

Capital Expenditure	Expenditure involving the acquisition or enhancement of fixed assets with a long-term value to the Authority, such as land, buildings, and major items of plant, equipment, or vehicles.
Capital Programme	The programme of Capital expenditure agreed by Fire Authority.
Categories	Where establishing a dynamic market, the Authority may divide the DM into categories (Lots/ specialism) to facilitate access by SMEs and drive effective competition.
Central Digital Platform (CDP)	The Central Digital Platform will be where all UK Contracting Authorities publish information relating to procurement. It is also the place where identifiers are recorded and/or issued and for suppliers to input their commonly used information.
Closed Framework	A framework that opens for competition, one or more bidders are appointed and then the framework is closed for any new submissions for a period of time.
Code of Conduct	The code of conduct binding on all Officers of the Authority.
Common Assessment Standard	A standardised pre-qualification questionnaire (PQQ) for the construction sector. It aims to streamline the construction procurement process by providing a unified set of questions for assessing suppliers.
Competitive Flexible Procedure	This is a multi-staged procurement which can include: a discrete Conditions Of Participation stage, limiting Suppliers (following the SQ or other assessments), one or more Tender rounds (and intermediate assessments), refinement of the Award Criteria, modification of the Tender procedure, interaction with the Suppliers (e.g., negotiations, presentations, site visits) and then following a final submission, there is a potential to finesse the submission and subsequent staged awards – all of this being subject to what was specified in the Invitation to Tender document.
Competitive Selection Process	A procurement process where all the Suppliers on the Framework (or a specific Lot) are invited to submit a Tender in line with the Framework rules and in line with the Specification for the Contract to be let, and the Specification of the Framework.
Competitive Tendering Procedures	This includes the Open Procedure and the Competitive Flexible Procedure
Concession Contracts	<p>A Contract for the supply, for pecuniary interest, of works or services to an Authority where —</p> <ul style="list-style-type: none"> <li>a. at least part of the consideration for that supply is a right to exploit, and</li> <li>b. under the Contract the Supplier is exposed to a real operating risk.</li> </ul> <p>(It may also be paid for by service users rather than the Authority).</p>

Conditions Of Participation	<p>These are conditions that a Supplier must satisfy if the Supplier is to be awarded the Contract.</p> <p>These conditions must be a proportionate means of assuring that a Supplier has:</p> <ul style="list-style-type: none"> <li>the legal and financial capacity to perform the Contract, or</li> <li>the technical ability to perform the Contract.</li> </ul>
Conditions of Tendering	The rules/conditions by which a competitive procurement process will be conducted, and with which a Supplier must comply if they are not to be excluded from the procurement process.
Conflict Assessments	An assessment that has been carried out by the Authority and in which it identifies all and any potential or actual conflicts and the actions taken/to be taken to mitigate them to ensure equal treatment.
Conflict of Interest	<p>The Act requires Contracting Authorities to identify and keep under review actual and potential conflicts of interest.</p> <p>Contracting Authorities must also mitigate conflicts of interest and address circumstances which they consider are likely to cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest ('perceived conflict of interest').</p>
Contract	<p>An agreement to be made/concluded in writing between the Authority and a Supplier for a specific set of requirements.</p> <p>For a low value contract, this may be made by way of raising a Purchase Order (PO) and attaching the Authority's standard PO terms and conditions.</p>
Contract Award Notice	<p>A notice that is published on the Central Digital Platform and that informs the market of and intent to award and where a Mandatory Standstill Period (or Voluntary Standstill Period) is required. This notice initiates that Standstill Period.</p> <p>There is a different form of notice for below and above threshold procurements.</p>
Contract Change Notice	<p>For Contracts let under the Procurement Act 2023, this is a notice that must be published before a Contract modification is applied in accordance with Section 75.</p> <p>For Contracts let under the Public Contracts Regulations 2015, a modification notice must be published where a modification is made under Regulation 72(b) or 72(c).</p>
Contract Details Notice	A notice that confirms that the Contract has been entered into in accordance with Section 53 of the Procurement Act 2023. There is a different form of notice for below and above threshold procurements.
Contract Management	Contract Management is the active management of the relationship between the Authority and the Supplier over the term of the Contract for the provision of services, goods or works to a set of agreed standards.

Contract Management Notices	<p>For Contracts valued over £5 million, under the Procurement Act 2023, the Authority is required to publish KPIs and an assessment of performance against those KPIs.</p> <p>In addition, the Authority must publish a poor performance notice where the Supplier has breached a Public Contract and that breach has resulted in termination, partial termination, award of damages, or a settlement agreement; or the Authority considers that a Supplier is not performing a Public Contract to the Authority's satisfaction (even if the Supplier is not in breach of the contract); and having been given a proper opportunity to improve performance has failed to do so.</p>
Contract Managers/ Contracting Officer	An Officer with responsibility for conducting the purchasing processes for the purchase of works, goods or services on behalf of the Authority and that manages the resultant Contract and ensures day-to-day activities are conducted in accordance with its terms and conditions.
Contract Modification	<p>For Contracts let under the Procurement Act 2023, this is a modification permitted under Section 74 and Schedule 8 of the Act or is not a substantial modification or is a below-threshold modification.</p> <p>For Contracts let under the Public Contracts Regulations 2015, this is a modification permitted under Regulation 72.</p>
Contracts Standing Orders (CSOs)	The key document which sets out the Authority's principles of procurement, roles and responsibilities, contract procedure rules and processes involved in purchasing services, goods, and works contracts.
Contract Register	A register of the Authority's Contracts that exceed £5,000, excluding VAT, made publicly available via the Authority's website.
Contract Value	<p>The estimated total monetary value of a Contract over its full duration and any extensions or potential variations. (N.B. not just the annual value.)</p> <p>Where the duration of a Contract is indeterminate, this will be taken to be the estimated value of the Contract over a period of four years.</p>
Covered Procurement	An above threshold procurement that is intended to result in a Public Contract. <a href="#">PPN-11 23-New-Thresholds.pdf (publishing.service.gov.uk)</a>
Data Protection Act 2018	The legislation that controls how personal information is used by organisations, businesses, and/or the Government.
Dialogue	A discussion between the Authority and Suppliers about any aspect of the procurement.
Direct Award	The award of a Contract without a competitive process.
Discretionary Exclusion Grounds	These are set out in Schedule 7 of the Procurement Act 2023.
Dynamic Market	A list of Suppliers who have met the published conditions of membership and are eligible to submit a Tender against a competition let under the market. These markets can be set up to purchase any requirements that the Authority may wish to purchase and require the use of the competitive flexible procedure to award the Contract.

E-Procurement System	A system for the end-to-end tendering process. Both suppliers and buyers submit and respond to tenders electronically.
Equalities Act 2010	Protects individuals from various forms of discrimination and harassment relating to disability, age, gender, religion/belief, and sexuality.
Estimated Contract Value	The value being estimated by the Authority for the entire possible scope (including any optional extras) and duration (including any possible extensions) of the potential contract requirements including all other options, premiums, fees etc as may become due under the contract.
Excludable Supplier	<p>An Excludable Supplier is a Supplier to whom a discretionary exclusion ground applies, and such exclusion ground circumstances are continuing/likely to occur again; or they are on the debarment list by virtue of a discretionary exclusion ground.</p> <p>Tenders from excludable Suppliers may be disregarded in any Competitive Tendering Process (PA s.26(2)) and Contracting Authorities may exclude an Excludable Supplier from participating in a Competitive Flexible Procedure (PA s.27(1)(b)).</p> <p>The Authority may also terminate a Contract with a Supplier who becomes an excluded Supplier after the award of the Contract or where one of their sub-Contractors is an excludable Supplier and they fail to replace them when instructed.</p>
Excluded Supplier	An Excluded Supplier is a supplier to which a mandatory exclusion ground applies and the circumstances giving rise to the application of that exclusion ground are likely to occur again; or the supplier is on the debarment list by virtue of a mandatory exclusion ground.
Exempt Contracts	The kind of Contract listed in <a href="#">Schedule 2</a> of the Procurement Act 2023.
Financial Regulations	The Authority's rules relating to financial procedures.
Framework	Frameworks help public sector buyers to procure goods and services from a list of pre-approved suppliers, with agreed terms and conditions and legal protections.
Freedom of Information Act	Freedom of Information Act 2000 is an act defining the ways in which the public may obtain access to government-held information.
Gateway Process.	This is a structured review and assurance framework designed to ensure that major projects and programmes are well-managed and deliver value for money.
Head of Service	An Officer of the Authority employed to manage and lead a particular service area.
Invitation to Tender (IIT)	The document that invites Suppliers to submit a Request to Participate or a Tender in response to a Tender Notice. It must include clear instructions of what is required, a description of the procurement process, the Conditions of Tendering, and the Award Criteria/ Assessment Methodology as a minimum.



Key Performance Indicator (KPIs)	A factor or measure against which a Supplier's performance of a Contract can be assessed during the life cycle of the Contract.
Light Touch Regime	These are Contracts/procurements which cover Health, Social Care, Community Service, legal and Education related requirements.
Lots	Splitting the goods, services or works to be supplied into more than one Contract to make them accessible to SMEs with the aim of promoting effective competition.
Mandatory Exclusion Grounds	Schedule 6 of the Procurement Act 2023 sets out the grounds for mandatory exclusions.
MAT	Most Advantageous Tender – Is the Tender that the Authority considers— a. Satisfies the Authority's requirements, and b. Best satisfies the Award Criteria when assessed against them
Member	An elected Member to the Fire Authority
Monitoring Officer	The statutory officer responsible for the legal governance of the Authority.
National Policy Procurement Statement (NPPS)	National procurement policy statement outlining the strategic priorities for public procurement.
Negotiation	A discussion between the Authority and a Supplier with a view to improving the content of Tenders.
Open Framework	A scheme of Frameworks where the initial Framework is open for three years or less, and the subsequent Frameworks cannot last for more than five years before it must be re-opened. The maximum overall term being eight years.
Open Procedure	This is a single stage procedure where any interested Supplier can submit a Tender; and a Supplier's suitability, capacity and capability and their Tender response are all evaluated together.
Performance Bond	A performance bond is issued to the Authority as a guarantee against the failure of the Supplier to meet the obligations of the Contract. A performance bond is usually issued by a bank or an insurance company.
Pipeline Notice	The annual notice to be published by Contracting Authorities to inform the market of the Contracts to be procured/awarded in the coming reporting period. It is only relevant for Contracting Authorities that will pay more than £100 million under relevant contracts in the coming financial year.
Preliminary Market Engagement	This can be used for the purpose of developing the Authority's requirements and approach to the planned procurement.



Presentation, Demonstration	A meeting with a Supplier where they present their proposed delivery methodology or demonstrate a specific element/product within their proposal to aid the Authority in understanding the proposed solution and how it meets the Specification.
Procurement Card	A corporate credit card used for low value purchases.
Procurement Legislation Guidance	<p>The guidance issued by the Cabinet Office that is to be considered in the development and delivery of the procurement process.</p> <p><a href="https://www.gov.uk/government/guidance/procurement-act-2023-guidance-documents">Procurement Act 2023 - Guidance documents - GOV.UK (www.gov.uk)</a></p> <p><a href="https://www.gov.uk/government/policy-notes/procurement-policy-notes">Procurement policy notes - GOV.UK (www.gov.uk)</a></p>
Procurement Thresholds	The values that determine the available routes to market.
Procurement Launch Document (PLD)	Document that outlines the key steps and requirements for initiating a procurement process.
Public Contract	This is a contract that is above the relevant threshold (for goods, services and works) and which is not an exempted contract.
Public Services (Social Value) Act 2012	The Act that places a requirement to consider the economic, environmental, and social benefits of the procurement.
Procurement Policy Notes	Documents that provide guidance on best practices for public sector procurement. They are issued by Government bodies, such as the Cabinet Office and Crown Commercial Service in the UK, to help public sector organisations and suppliers understand and comply with procurement regulations and policies.
Purchase Order	A commercial document issued by the Authority to a seller, specifying the types, quantities and agreed prices for products or services the Authority intends to purchase.
Quotation	The provision of a price to deliver the Authority's requirements (may include a method statement too), without the conduct of a formal (advertised) procurement process.
Relevant Public Sector Legislation	<p>Including but not limited to</p> <ul style="list-style-type: none"> <li>• Local Government Act 1988 Part II,</li> <li>• Local government Act 1999,</li> <li>• Local Government Act 2000,</li> <li>• Local Government (Contracts) Act 1997</li> <li>• Equalities Act 2010</li> <li>• TUPE 2006</li> <li>• Localism Act 2011</li> <li>• Small Business, Enterprise, and Employment Act 2015</li> <li>• Modern Slavery Act 2015</li> <li>• The Public Services (Social Value) Act 2012</li> <li>• Local Government Transparency Code 2015</li> <li>• The Health and Safety at Work etc. Act 1974</li> </ul>

Relevant Procurement Legislation	<ul style="list-style-type: none"> <li>Public Contracts Regulations 2015 or Concession Contracts Regulations 2016</li> <li>Procurement Act 2023, Procurement Regulations 2024</li> <li>Provider Services Regime 2023 where the procurement relates to health care services.</li> </ul>
Request to Participate	The submission of a response to the Conditions of Participation published with a Tender Notice where these Conditions of Participation are a discrete stage in a Competitive Flexible Procedure.
Sensitive Commercial Information	Information that constitutes a trade secret or would be likely to prejudice the commercial interests of any person if it were published or otherwise disclosed.
Site Visit	A visit to an office, or project location to aid a Supplier in understanding the Contract requirements/specification and to aid in putting in an effective and compliant Tender.
Specification	The document that sets out the Authority's specific requirements for a specific contract/project.
SMEs	Small and Medium Enterprises – fewer than 250 employees and annual turnover not exceeding approximately £50 million.
Standstill Period	<p>A period of eight working days commencing on the day that the Contract Award Notice was published on the Central Digital Platform.</p> <p>Mandatory for all Covered Procurements other than for the following exceptions, for which a Voluntary Standstill Period of eight working days may still be applied.</p> <ul style="list-style-type: none"> <li>Direct Award</li> <li>Award under a Framework</li> <li>Award by reference to a Dynamic Market</li> <li>A light touch Contract</li> </ul>
Suppliers	Economic operators, tenderers, bidders, contractors (or subcontractors), third party organisations supplying goods, services or works to the Authority.
Tender Notices	An invitation issued by the Authority to Suppliers to submit proposals or bids to provide goods or services.
Tender Record	A record of all decisions made during the life of a Covered Procurement.
Tender Rounds	Initial, intermediate, and/or final Tender stage, in a Competitive Flexible Procedure.
Treaty State Supplier	A Supplier that is entitled to the benefits of an international agreement (part of the WTO or other formal arrangement).
Utilities Contracts	A Contract for the supply of goods, services or works wholly or mainly for the purpose of a utility activity (gas, electricity, water).
Value for Money	The balance of quality and price deemed representative of the Most Advantageous Tender