



NEWPORT
CITY COUNCIL

CYNGOR DINAS
CASNEWYDD

Contract Standing Orders Feb 2025

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Definitions and Interpretations

In these Contract Standing Orders the following definitions apply:

Above Threshold	means a public contract formed under the Procurement Legislation that is above the Threshold Value for either goods, services or works contracts.
Approved List	a list of providers that have been selected by the Council through a below Threshold tendering process, from which the Council may select, by way of a mini competition, to Contract with to provide Services for the Council.
Authorised Officer	means any officer with responsibility for carrying out the procurement process(es) detailed in these Contract Standing Orders
Below Threshold	a contract of lower value than a public contract, as defined in the Procurement Act 2023.
Central Digital Platform	a fully integrated government digital platform where Registration, Supplier Information and Find a Tender (noticing) all work together to support the Procurement Act 2023.
Contract	means any form of agreement (including, without limitation, official purchase orders) for the supply of Goods, provision of Services or carrying out of Works.
Contract Change Notice	means a notice issued pursuant to section 75 of the Procurement Act 2023, notifying a change to a public contract.
Contract Manager	means the nominated Council officer responsible for the managing and monitoring of a Contract. The contract should detail the contract manager.
Contract Standing Orders	means these Contract Standing Orders.
Contractor	means any Contractor, supplier or provider with whom the Council enters into a Contract for the carrying out of Works, provision of Services or the supply of Goods.
Convertible Contract	means a below Threshold contract, that as a result of a modification becomes a public contract (above Threshold).
Corporate Contracts Register	means the register of all quotations and tenders undertaken through the Procurement Gateway Process.
Council	means Newport City Council
eAdvertisement	means the electronic Contract advertisement portal which Newport City Council uses to advertise Contract notices.
eSourcing	means the Electronic Tendering portal which Newport City Council uses to conduct all Tendering processes
Framework Agreement	an agreement with one or more Contractors, the purpose of which is to establish the terms (in particular with regard to price and quantity) governing a Contract or Contracts to be awarded during the period for which the framework agreement applies.
Head of Service	means the officer in charge of a service area within the Council.
Goods	covers all goods, supplies, substances and materials that the Council Purchases, Hires or otherwise obtains.
Lots	means the subdivision of contracts into different parts or

	categories, usually to increase competition and allow greater supplier access.
Procurement	means the process by which the Council manages the acquisition of all its Goods, Services and Works, in a way that achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also to society and the economy, whilst minimising damage to the environment. It includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the Contracts.
Procurement Gateway Process	means the procedure that must be followed when procuring Goods, Works or Services over the value of £5k
Procurement Guidance	means the Guidance issued/to be issued from time to time by Strategic Procurement.
Procurement Legislation	means the Procurement Act 2023, Social Partnership & Public Procurement (Wales) Act 2023, Health Services (Provider Selection Regime) (Wales) Regulations 2024 and any other legislation governing public procurement in Wales or any legislation superseding or revoking the aforementioned legislation.
Procurement Process	means the whole life cycle of a procurement activity, from identification of needs, options appraisal, supplier selection, award, and Contract management through to the end of a Contract or the end of the useful life of the asset, or disposal of the asset.
Services	includes all Services, which the Council purchases or otherwise obtains including (but not limited to) advice, specialist consultancy work, agency staff etc.
Socially Responsible Procurement Duty	means Chapter 2 of the Social Partnership & Public Procurement (Wales) Act 2023, where a contracting authority must seek to improve the economic, social, environmental and cultural well-being of its area by carrying out public procurement in a socially responsible way
Standstill Period	means the statutory time periods required before awarding or modifying contracts as defined in the Procurement Act 2023, sections 51 and 76.
Strategic Procurement	means the Council's team of procurement officers responsible for strategic and operational procurement under the direction of the Service Manager Procurement & Payments.
Tender(s)	means the competitive process used to obtain pricing through either a quotation or tender exercise.
Tenderer(s)	means an individual, individuals, partnerships, companies or other bodies invited to submit pricing for providing the Council with Services, supplying Goods or carrying out Works.
Thresholds	means the financial values at which the Procurement Act 2023 requires public contracts to be formed and "Threshold" and "Threshold Value" shall be construed accordingly.
Variant Bid/Tender	means an offer/bid which contains variants on the requirements specified by the Council in its procurement documentation.
Variation &	means any alteration to a Contract, including additions,

Variations	omissions, substitutions, alterations, or changes of any other nature.
Welsh Government Commercial Division	means the Welsh Government Commercial Delivery Team, formerly the National Procurement Service
Works	includes all Works of new construction and repairs in respect of physical assets (buildings, roads, etc.) including all those activities constituting Works for the purposes of the Procurement Act 2023.

1 Introduction

1.1 **These Contract Standing Orders:**

- 1.1.1 Are made under Section 135 of the Local Government Act 1972 and all other powers enabling the Council to make standing orders with respect to the making of contracts by it or on its behalf.
- 1.1.2 Are applicable to all parts of the Council's activities, including any type of sub-contracting, apart from contracts for the acquisition and sale of interests in land and the Excepted Contracts described in section 2 below.
- 1.1.3 Are applicable where the Council is acting as agent for another body unless the principal directs otherwise.
- 1.1.4 Must be adopted by any external Contractors empowered to form Contracts on behalf of the Council and by any person who is not an Officer of the Council engaged to manage a Contract on behalf of the Council.
- 1.1.5 Shall apply to the selection of nominated suppliers and nominated Sub-Contractors for Goods, Works or Services covered by prime costs and provisional sums in a main Contract.
- 1.1.6 Are not applicable to expenditure between service areas of the Council or through formal joint arrangements or ventures involving the Council.

1.2 **Key Messages**

- 1.2.1 Any officer of the Council who is engaged in the procurement of Goods, Services (including contracts for consultancy) or Works for or on behalf of the Council (in accordance with the Scheme of Delegation) is required to abide by and have regard to these Contract Standing Orders.
- 1.2.2 The funding for all contracts must be in accordance with approved budgets and comply with [Financial Regulations](#).
- 1.2.3 All values referred to in these Contract Standing Orders are exclusive of VAT.
- 1.2.4 Procurement is the process by which the Council manages the acquisition of all its Goods, Services (including but not limited to consultants/consultancy Services of any type) and Works of all varieties. It includes the identification of need, consideration of options, the actual tendering process and the subsequent management and review of the contracts. These 'Contract Standing Orders' should be read in conjunction with the guidance available on the Council's Procurement intranet pages and the Council's Procurement Gateway Process. All Procurement activity must be conducted in-line with the Council's [Procurement Gateway Process](#).
- 1.2.5 The 'Gateway' process is mandatory to follow if seeking to commission or procure Goods, Services or Works over £5k in value. The process is designed to give a consistent, compliant approach to procurement across the authority and enable senior management to have visibility of the Goods, Services and Works being purchased by the Council. The extent and

complexity of the 'Gateway Process' is linked to the value of the Goods, Works or Services being purchased – with four main processes stepping up in detail.

- 1.2.6 Procurement by the Council is governed by detailed UK and Welsh legislation. The law requires all Council procurement and contracting to be conducted transparently, fairly and in a non-discriminatory manner. In the event of statutory or other legal requirements exceeding the requirements contained within these Contract Standing Orders, then statute shall take precedence over any provision in these Contract Standing Orders.
- 1.2.7 Before undertaking any competitive tendering process on behalf of the Council, officers must check with Strategic Procurement to ensure there isn't a NCC contract (or other approved contract) that already exists for the goods/services being considered. Where they so exist, officers must make full use of [NCC Corporate Contracts](#).
- 1.2.8 Guidance on other established Framework Agreements or legally available arrangements can be sought from the Council's Strategic Procurement Section.
- 1.2.9 Details of all Contracts available for use can be obtained from the Council's Procurement Intranet Site or the Council's Purchase to Pay (P2P) system. If unsure, please contact the Procurement Section for guidance.
- 1.2.10 These Contract Standing Orders are not intended as detailed guidance for implementation, and they should be read in conjunction with the Council's Constitution as a whole and in particular, in respect of Contract payments, the Council's Financial Regulations and the Council's Procurement Gateway Process.
- 1.2.11 The Service Manager Procurement & Payments shall ensure that these Contract Standing Orders are kept under continuous review and will liaise with the Council's Section 151 Officer and Monitoring Officer with regard to any changes considered necessary.
- 1.2.12 Any dispute regarding interpretation of these Contract Standing Orders shall be referred to the Head of Law & Standards and Service Manager Procurement & Payments for resolution.

1.3 **Basic Principles**

All procurement procedures must:

- 1.3.1 realise value for money by achieving the optimum combination of whole life costs, and quality of outcome;
- 1.3.2 be consistent with the highest standards of integrity;
- 1.3.3 operate in a transparent manner;
- 1.3.4 ensure fairness in allocating public contracts;
- 1.3.5 comply with all legal requirements;

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- 1.3.6 support all relevant Council priorities and policies, including the Medium Term Financial Plan; and
 - 1.3.7 comply with the Council's Procurement Strategy, the Code of Practice for Ethical Employment in Supply Chains, the Well-Being of Future Generations (Wales) Act and all Procurement Legislation in force in Wales.

Heads of Service will:

- 1.3.8 ensure their service area complies with the requirements of these Contract Standing Orders
- 1.3.9 ensure contracts are recorded in the Corporate Contracts Register as held and maintained by Strategic Procurement.
- 1.3.10 ensure that all information relating to procurement and contracting activity is presented to Strategic Procurement as directed, including, but not limited to Procurement Forward Work Plans, contract modifications, contract terminations, contract performance reports (where applicable) in order for the Council to maintain compliance with the Procurement Act 2023 transparency requirements.
- 1.3.11 appoint a contract manager for all contracts for the entirety of the contract, and
- 1.3.12 ensure effective contract management is undertaken in line with the Council's Contract/Partnerships Management Framework.
- 1.3.13 ensure that the register of officer decisions is kept up to date with regard to any contract entered into in accordance with their delegated authority.

1.4 Purpose - These Contract Standing Orders:

By following the Procurement Gateway Process the Council will;

- 1.4.1 Ensure the achievement of value for money for the Council in the market by ensuring provision for securing appropriate competition at different levels of expenditure.
- 1.4.2 Ensure fullest accountability and compliance at all levels whilst ensuring an adequate audit trail.
- 1.4.3 Ensure that Officers follow proper and fair procedures for the involvement and selection of Contractors.
- 1.4.4 Ensure compliance with the Regulations and Welsh Government and Council Policy. Ensure that levels of monitoring and training exist to ensure proper compliance and that these Contract Standing Orders are regularly reviewed to take account of new circumstances.
- 1.4.5 Ensure that consideration is given to meeting the goals and principles of the [Well-being of Future Generations \(Wales\) Act 2015](#), and delivering social, economic and environmental benefits whilst spending public money.

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- 1.4.6 Ensure immediate action is taken in the event of a breach of Contract Standing Orders, to keep proper records of all contracts, tenders and other documents related to the procurement process including electronic data files (where electronic tendering systems are used), minutes of tender evaluation panels and other meetings;
 - 1.4.7 Ensure waivers of any provision of these Contract Standing Orders are recorded and reported to Audit Committee on at least a six monthly basis, with an assessment as to the reasonableness of the rationale for the waiver from the Chief Internal Auditor.
 - 1.4.8 Ensure proper records of all contracts awarded. This includes completion of the relevant Procurement Gateway forms which must provide full details of the procurement process, including the evaluation process, the outcome including name of appointed contractor, and inclusion of contract on the Corporate Contract Register maintained by Strategic Procurement.
 - 1.4.9 Ensure the safekeeping of all original contracts which have been completed by signature and ensuring contracts to be executed under the seal of the Council are provided to the Head of Law and Standards for execution within an appropriate timeframe. Sealed contracts are retained by the Head of Law and Standards.

1.5 Who is affected by these Contract Standing Orders?

- 1.5.1 Any Officer with responsibility for the procurement of Goods, Services (including contracts for consultancy) or Works for or on behalf of the Council.

1.6 Compliance

- 1.6.1 Every Contract entered into by the Council shall be entered into pursuant to or in connection with the Council's functions and shall comply with:
 - 1.6.1.1 All relevant statutory provisions;
 - 1.6.1.2 The Procurement Legislation
 - 1.6.1.3 The Council's Constitution including these Standing Orders for Contracts, the Council's Financial Regulations and Schemes of Delegation to Officers and Cabinet Members.
- 1.6.2 The highest standards of probity are required of all Officers and Members involved in the procurement, award and management of Council contracts. Any serious non-compliance could lead to the Council's disciplinary procedures being invoked.
- 1.6.3 Officers and Members are reminded of their responsibilities in relation to gifts and hospitality and should ensure that they comply with the obligations set out in the Employee Code of Conduct and Code of Conduct (for Members) respectively and any guidance issued in that regard.
- 1.6.4 Officers shall take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all Contractors as set out in Procurement Legislation.

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- 1.6.5 All contracts must contain a provision allowing the Council to terminate without compensation in the event that there has been actual or attempted fraud or corruption in connection with the procuring, continuation, renewal or performance of the Contract, including appropriate exclusion grounds as set out in Procurement Legislation.

2 Exempt & Excepted Contracts

Exempt Contracts

- 2.1 The following Contracts are exempt from the requirements of these Contract Standing Orders:
- 2.1.1 Employment Contracts (this exemption does not extend to the recruitment of agency staff or external secondment arrangements).
- 2.1.2 Contracts relating solely to disposal, acquisition or transfer of an interest in land and property.
- 2.1.3 The payment of grants to third parties. NB. While grants are not covered by these rules, there are rules on the awarding of grants which do need to be observed. The Council cannot simply choose to treat a procurement as a grant in order to avoid conducting a competitive process. There may be subsidy control implications arising from the award of any grant and advice should be sought from the Monitoring Officer in the event of any doubt in this regard.
- 2.1.4 The procurement of goods, services or works which can only be provided by, or on behalf of, a public utility, statutory undertaking or local authority.
- 2.1.5 In a genuine emergency threatening public health, injury to persons or serious and immediate damage to property, an authorised officer can take any necessary action to alleviate the threat. This power is limited to the alleviation of the threat and does not extend to any Works beyond what is strictly essential.
- 2.1.6 Contracts formed where legislation prevents or prohibits a prescribed procurement process from being followed.
- 2.1.7 Tenders invited on behalf of any consortium, associated or other body of which the Council is a member, but not leading the procurement and provided that the tenders are invited in accordance with the method prescribed by any such body and comply with Procurement Legislation.
- 2.1.8 Purchase of Works, Goods or Services from a supplier under an acknowledged public sector agreement or a collaborative procurement agreement arranged through another public sector body.
- 2.1.9 Purchase of Works, Goods or Services from an in-house service provider or under the terms of a Strategic Partnership arrangement approved by the Council.
- 2.1.10 Purchase of Works, Goods or Services from an existing Contract on the Council's Corporate Contracts Register.

Excepted Contracts

- 2.2 Where an Authorised Officer can demonstrate good reason, and where the value of such action does not exceed the Procurement Thresholds and where Strategic Procurement and Head of Service* approval has been obtained via the [Excepted Contracts Form](#), Contract Standing Orders shall not apply to the following:

**Note – Approvals above Head of Service level are required from;*

- a. Strategic Director/Chief Executive Officer for submissions by a Head of Service*
- b. Chief Executive Officer for submissions by a Strategic Director*
- c. Leader of the Council for submissions by the Chief Executive*

- 2.2.1 Purchase by auction or at public fairs or markets.
- 2.2.2 The purchase of Goods, materials or Services which are only available from one provider, or are of a specialist nature, for which no satisfactory alternative is available.
- 2.2.3 The acquisition of Services from artists and performers where the identity and or skills of the artist or performer is the primary consideration. Officers must ensure that the engagement of such artists represents value for money and is an appropriate business decision.
- 2.2.4 For the purchase of a work of art or museum specimen, or to meet the specific requirements of an arts or cultural event which cannot be procured competitively due to the nature of the requirement.
- 2.2.5 Extensions of existing contracts where the extension is in accordance with the terms & conditions, specification, rates and/or prices of the original Contract award, notwithstanding existing Contract conditions in relation to price variations.
- 2.2.6 First extension of existing contracts where the value of the extension does not exceed the applicable Procurement Threshold and no provision for extension was provided in the original Contract award, where significant benefit can be demonstrated and subject to any applicable provisions in Procurement Legislation. In the case of consultancy contracts, the provisions of 2.2.7 below shall apply.
- 2.2.7 Extensions of consultancy contracts up to 50% of the original Contract (where the combined original value and extension value do not exceed any UK thresholds), where continuation of Services is deemed necessary, and where the particular knowledge and understanding of the commission is intrinsically linked to the supplier, and no alternative supplier could undertake the work without undue delay or additional/further cost.
- 2.2.8 The execution of Works or the purchase of Goods or Materials necessary for urgent maintenance work to highways, buildings, plant or other assets to prevent rapid and progressive deterioration or to maintain essential Services.
- 2.2.9 In relation to time limited grant funding from an external body, where the time limitations would not allow a competitive procurement process to be

completed if commenced as soon as reasonably practicable following the award of the grant; and where the grant conditions allow for this.

- 2.2.10 Where it is necessary to procure against 2.2.1 to 2.2.9 above the Excepted Contract forms must be sent to Strategic Procurement for inclusion in the Contract Register for inspection as requested by Internal Audit and Procurement Gateway Board.

3 Social Services and Additional Learning Needs

- 3.1 In the case of social care contract or an additional learning needs contract for user choice let under the provisions of the Social Services and Well Being (Wales) Act 2014, Children Act 2004, NHS and Community Care Act 1990 and regulated by Care Inspectorate Wales and the Procurement Act 2023 the Head of Service is not required to invite tenders for individual service contracts (being a support contract or user choice contract for an individual person) in the following circumstances, and where the Council does not have any suitable existing contract or framework;
- 3.1.1 where the Head of Service is reasonably satisfied that there is only one suitable provider of such services due to the specialist nature of the provision, whilst having regard to locality and family/carer access and visitation;
- 3.1.2 where emergency situations arise and the Council needs to commission a service to protect and safeguard (a) vulnerable person(s), for example in the event of unforeseen provider failure;
- 3.1.3 where a service user (or their nominated representative) chooses a particular service provider to deliver their care, over another provider, which is in accordance with Social Services and Well Being (Wales) Act 2014. In such circumstances, any appropriate top up fees, in line with Service Area procedures must be levied; or
- 3.1.4 for all residential and supported living providers, however each provider will need to be accredited on the Council's Registered Provider List and all individual placements must still be brokered.
- 3.2 where it has been necessary to let an individual service contract in respect of 3.1.1, 3.1.2 or 3.1.3, the Service Area must maintain a register of placements, detailing the rationale and cost for the placement. This register must be available for inspection by Internal Audit upon request.
- 3.3 In respect of contracts for general service provision, general Contract Standing Orders shall apply.

4 Internal Providers

- 4.1 These Contract Standing Orders are the Council's procedure for buying Goods and Services for the Council. They do not apply to internal purchases or service provision. Where an in-house service provider has declined the opportunity to provide Goods, Works or Services, any subsequent procurement from an external supplier must comply with the principles of these Contract Standing Orders and follow the Procurement Gateway Process.

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- 4.2 Where a service area believes the costing provided via an in-house provider does not represent value for money, they may apply to the Head of Finance for authority to waive this requirement and tender the provision. For the avoidance of doubt, the In-house service providers included specifically are as listed in the "Approved In-House Provider List".

5 Procurement Planning

- 5.1 In accordance with the Procurement Gateway Process by the end of March each calendar year, Heads of Service shall submit to the Service Manager Procurement & Payments a completed Procurement Forward Work Plan detailing the planned procurement activities over £5,000 (new purchasing requirements associated with budget planning for the forthcoming financial year). Strategic Procurement will use this information for procurement planning, to identify collaborative opportunities, to allocate appropriate resources and to ensure all relevant legislative requirements are observed. Procurement plans must be kept under constant review and updated as and when required.
- 5.2 The Procurement Legislation requires that NCC publishes a Pipeline Notice of all expected contract awards (either by competition or direct award) in the eighteen month period from the commencement of each new financial year, where the expected contract value is greater than £2M. The procurement Forward Work Plan detailed in 5.1 above will be used for this purpose. Heads of Service will be responsible for ensuring their service area Procurement Forward Work Plan is submitted to the Procurement Manager no later than the 31st March each year.

6 Procurement Tendering Process

- 6.1 Procurement Gateway Process
- 6.1.1 For all **Goods, Services and Works** please refer to the Council's procurement gateway process and flowcharts on the [intranet procurement pages](#).
- 6.1.2 The processes are designed to give a consistent approach to procurement across the authority and enable senior management to have visibility of the Goods, Services and Works being purchased by the Council.
- 6.1.3 The [Gateway process](#) must be followed when seeking to commission or procure Goods, Services or Works over £5k in value over the term of the contract. Officers must not disaggregate requirements in order to avoid the applicable thresholds and must consider the aggregated spend over the length of the contract.
- 6.2 The following procedures apply according to the value of the Goods, Works or Services sought:

Note – For purchases of between £1 and £5,000, officers should be prepared to demonstrate that the purchase represents value for money. This may be via a note of cost comparisons or other evidence for internal audit purposes.

- 6.2.1 Process One – contracts between £5,001 and £25,000:

For contracts with a value of between £5,001 to £25,000, written quotations should be sought from either;

- 1) a minimum of three recognised suppliers in the appropriate market, or previously established competitive sources of supply, or
- 2) where it is not possible to identify suppliers, an open and advertised quotation process should be undertaken using the Council's approved eAdvertisement and eSourcing tool.

6.2.2 Process Two – contracts between £25,001 and £75,000:

For contracts with a value between £25,001 to £75,000, a formal tendering process must be undertaken using the Council's approved eSourcing tool, either by selecting a minimum of four recognised suppliers in the appropriate market, or by approaching previously established suppliers. Where it is not possible to identify suppliers using the tool, an open and advertised tender process must be undertaken.

6.2.3 Process Three – Contracts between £75,001 and the relevant Procurement Threshold:

For contracts with a value from £75,001 to current Procurement Thresholds an openly advertised formal tendering process must be undertaken using the Council's approved eAdvertisement and eSourcing Tools.

6.2.4 Process Four – Contracts with a value above Procurement Thresholds:

Procurements of contracts with a value above the relevant threshold must be undertaken via an openly advertised formal tendering process using the Council's approved eAdvertisement and eSourcing Tools, and in compliance with Procurement Legislation.

Note: current threshold levels can be found on [Procurement Gateway Process](#) intranet pages

6.2.5 For Processes One and Two, when selecting suppliers, consideration must be given in regard to supporting opportunities for local suppliers, and the wider Welsh supply base, having regard its ability to meet the needs of the Council.

6.2.6 For all competitive procurements, in particular those undertaken through Processes Two, Three and Four, officers must have regard to the fact that small and medium-sized enterprises may face particular barriers in competing for a contract and consider what such barriers may be and whether they can be removed or reduced. This is a requirement of the Procurement Act 2023.

6.2.7 For all procurements and awards of contract over £25,000, suppliers must be registered on the UK Government Central Digital Platform.

6.3 Code of Practice – Ethical Employment in Supply Chains

Newport City Council has signed up to the [Welsh Government's Code of Practice](#) – Ethical Employment in Supply Chains, and therefore all tenders must consider the principles of the Code when compiling documentation, vetting suppliers and awarding contracts. The overarching principle of the Code is to ensure that workers in public sector supply chains are employed ethically and in compliance with both the letter and spirit of UK, EU, and international laws. The Code covers Modern Slavery and human rights abuses, blacklisting, false self-employment, unfair use of umbrella schemes and zero hours contracts as well as considering paying the living wage. Advice must be sought from Strategic Procurement during tender preparation to ensure processes, specifications, tenders and contract documents adhere to the principles of the Code.

6.4 Division of Contracts into Lots

The Procurement Act 2023 places a duty on the Council to consider whether a contract could reasonably be supplied under more than one contract and sub-divided into smaller Lots.

If the Council considers that the goods, services or works could reasonably be supplied under more than one contract and such contracts could appropriately be awarded by reference to lots, the authority must;

6.4.1 arrange for the award of the contract or contracts by reference to lots, or

6.4.2 provide reasons for not doing so in the Procurement Gateway report.

The Council may determine the size and subject matter of such lots in order to meet this duty.

6.5 Supplier Selection

6.5.1 Officers managing procurement processes must be able to demonstrate that the appropriately experienced, technically competent Contractors or suppliers have been shortlisted.

6.5.2 Care must be taken to differentiate supplier selection criteria for short-listing from award criteria.

6.5.3 This demonstration may include, but need not be limited to:

- Eligibility
- Financial standing, including provisions for insurance and liability
- Technical or professional capacity and capability
- Health and Safety
- Quality Standards including certification by official quality control institutes or agencies of recognised competence and or attesting conformity to quality assurance standards and/or measures
- Sustainability, including environmental management measures
- Evidence as to whether a potential supplier is unsuitable on certain grounds, e.g., of bankruptcy, criminal conviction or failure to pay taxes.

6.5.4 For all above threshold contracts, the selection criteria must be agreed with Strategic Procurement prior to the tender being issued.

6.6 Financial Vetting

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- 6.6.1 Financial vetting shall be considered for all tenders in excess of £75k. The decision as to whether a financial assessment is required should be based on risk and the impact on the Council of contract failure. All vetting shall be agreed with the Council's Central Accountancy Team via a method approved by the Head of Finance for that purpose and be conducted at the selection stage.

6.7 Evaluation

- 6.7.1 The Authorised Officer shall examine tenders in accordance with the predetermined evaluation criteria for the tender and identify tenders that best meet the criteria including value for money.
- 6.7.2 Where the evaluation criterion is the most advantageous in terms of quality and commercially, the evaluation criteria or sub-criteria shall as a minimum be listed in the Invitation documentation in order of importance. Any particular scoring or weighting attributable to any criteria or sub-criteria must be clearly stated. In addition, the criteria shall be strictly observed (and remain unchanged) at all times throughout the evaluation and Contract award procedure. Further information on award criteria and weightings can be obtained from Strategic Procurement.
- 6.7.3 Where tenderers submit conditional offers, seeking to add new conditions to the Contract the Authorised Officer should notify the tenderer that conditional offers will not be accepted, and the tenderer must either withdraw the conditions or withdraw their tender. In the event the tenderer elects to withdraw their tender, their submission will be removed from the evaluation process. Only in exceptional circumstances will the Council consider conditional offers e.g. where only one tender has been received and it is conditional, and only then with approval from the Head of Law and Standards.

7 Electronic Tendering

- 7.1 All procurements above the value of £25k must be conducted electronically in line with the Council's Procurement Gateway Process, Welsh Procurement Policy and The Procurement Act 2023.
- 7.1.1 The tender process will be conducted electronically by Authorised Officers or Strategic Procurement as determined by the Procurement Gateway Process. All communications related to a tender conducted electronically shall be directed through the Council's approved eSourcing tool. No formal communication shall be made outside of the system.
- 7.1.2 Further information regarding the use of the Council's eSourcing tool may be obtained from Strategic Procurement.

8 Estimating the Contract Value

- 8.1 The value of a Contract means the estimated total monetary value over its full duration (not the annual value), including any extensions or other options. Where the duration of a Contract is indeterminate, this should be taken to be the estimated value of the Contract over a period of four years, however indeterminate contracts should only be used in exceptional circumstances and after approval from Strategic Procurement. No procurement may be

artificially split to avoid compliance with these Contract Standing Orders and procurement thresholds.

- 8.2 Where the value is, or may be, equal to or greater than the relevant threshold, the Council should also have regard to Schedule 3 of the Procurement Act 2023 which deals with the methods for calculating the estimated value of a procurement and the treatment of Lots.

9 Form of Contract

- 9.1 Every Contract not procured under an existing framework where the value or amount of the Contract does not exceed £25,000 shall be in writing. In normal circumstances, and where practicable, this will be in the form of a purchase order with a link to the Council's standard terms and conditions printed thereon but may be supplemented with an additional form of contract if appropriate to do so.
- 9.2 Every Contract that exceeds £25,000 but does not exceed £100,000 shall be signed by either the Head of Service or their Authorised Officer. Contracts between £100,000 and £250,000 shall be signed by the Head of Law and Standards or the Legal Services Manager.
- 9.3 Every Contract that exceeds £250,000 in value shall be made under the Seal of the Council and executed as a Deed.
- 9.4 All Contracts shall be recorded using the information from the Procurement Gateway form on the Council's Corporate Contracts Register maintained by Strategic Procurement. Authorised Officers shall comply with all applicable Council procedures with regard to the storage and retention of Contract documents.

10 Framework Agreements

- 10.1 All Framework Agreements must be awarded, set up and managed strictly in accordance with the Procurement Act 2023 and these Contract Standing Orders.
- 10.2 Framework Agreements can be used where the Council wishes to contract for the provision of Goods, Services or Works without conducting multiple procurement exercises.
- 10.3 Established framework and consortia arrangements endorsed by Strategic Procurement for use by the Council shall be mandatory, and are listed in the Corporate Contract Information detailed on the intranet. If the officer conducting the procurement is of the view that the framework agreement may not provide best value, agreement must be sought and approved by Strategic Procurement to procure elsewhere. This is to ensure that any alternative provider is fully assessed in terms of suitability and is not an excludable or excluded supplier on the Central Government Debarment List.
- 10.4 The Framework Agreement may include within its terms a requirement for a further competition exercise between those Contractors who are parties to the Framework Agreement. These shall be tendered in accordance with the terms of the Framework Agreement itself.

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- 10.5 Where the Council is able to purchase from existing Framework Agreements procured by Central Government Agencies, purchasing consortia or other Local Authorities or Public Bodies, then the Council may benefit from using those Frameworks without entering into a separate procurement exercise. Where such Framework Agreements contain a number of different Contractors able to provide a particular category of Goods or Services, competition in line with the Framework guidance must be followed.
- 10.6 Any Framework Agreement identified by a Service Area shall be notified to Strategic Procurement by the Authorised Officer and must be approved by the Procurement & Payments Manager in order to ensure suitability, legal compliance and value for money. Upon approval, Strategic Procurement can incorporate the Framework Agreement onto the Council's Contract Register.
- 10.7 Any joint procurement arrangements with other Local Authorities and/or Public Sector Bodies including membership or use of any consortia must be approved by Strategic Procurement to ensure suitability, legal compliance and value for money.
- 10.8 The term of a Framework Agreement must be in accordance with the Procurement Act 2023, sections 45 to 49 governing both standard frameworks and open frameworks.

11 Approved Supplier Lists

- 11.1 In circumstances where no other suitable Contract arrangement exists for the purchase of Services or Works on a regular basis, and where approval is granted by Strategic Procurement, an [Approved List of Suppliers](#) may be maintained by a Service Area.

This Contract Standing Order shall have effect where:-

- 11.2 A Head of Service, or Authorised Officer maintains an approved list of suppliers to be invited to tender for contracts for the supply of Works or Services of specified categories or
- 11.3 Where Strategic Procurement has approved the use of an external approved list maintained by a third party.
- Lists maintained by the Council
- 11.4 The List shall be compiled and maintained in accordance with these Contract Standing Orders, and the Council's [Procurement Gateway Process](#).
- 11.5 Approved Lists must be established in consultation with Strategic Procurement and must be listed on the Council's Contract Register.
- 11.6 In establishing and using an Approved List, the procedure detailed on the [Strategic Procurement Intranet Site](#) must be followed.

12 Community Benefits and Wellbeing of Future Generations (Wales) Act 2015

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- 12.1 The Council is committed to achieving economic, social and environmental well-being for its residents and implementing Community Benefits and meeting the requirements of the Wellbeing of Future Generations (Wales) Act 2015 so as to ensure a better quality of life for everyone, now and for generations to come.
- 12.2 For all procurements over £75k, the Authorised Officer **must** consider the Economic, Social and Environmental impact of the Contract when determining the specification and evaluation criteria, and potential for community benefits to maximise the added value of the procurement.
- 12.3 Authorised Officers shall seek guidance from Procurement and the Council's Community Regeneration section on how best to incorporate Community Benefits into the tender and Contract.

13 Amendment to Tenders, Errors and Omissions

- 13.1 As a general rule, no adjustment or qualification to any Tender(s) is permitted. Only where approval has been obtained from Strategic Procurement, errors found during the examination of tenders shall be dealt with as follows:
- 13.1.1 Where the error contained in a Tender appears to be a genuine mistake by typing, printing or arithmetic, or appears to be an eSourcing technical issue, the tenderer shall be given details of the error(s) and shall be given the option to either agree to the tender being corrected or withdrawing the Tender. This rule also applies where the genuine mistake may have been made by the Council.
- 13.1.2 The tenderer will be given up to 3 working days to respond.
- 13.1.3 If confirmation from the tenderer is not received within 3 working days, the tender will be withdrawn.
- 13.1.4 Invitation to Tender documents must state how errors in Tenders will be dealt with.
- 13.1.5 All correspondence must be in writing, and where applicable through the Council's approved eSourcing tool.
- 13.1.6 No request to amend a Tender after the time fixed for receipt shall be accepted.

14 Tender Clarification and Negotiation

- 14.1 An Authorised Officer may seek clarification of the information provided (or not provided) by a Tenderer only where this is necessary to aid understanding. The types of clarification will generally be:

Where a Tenderer has made an accidental omission such as not including a relevant certificate;

Where *ALL* Tenderers responding have misinterpreted a question;

- 14.1.1 The Council will not seek clarifications from individual Tenderers where a question has been misinterpreted and/or poorly answered (this will include

where a Tenderer has not followed the format of the Invitation To Tender and/or submitted standard text in place of a fully informed written answer) where other tenderer submissions have been received for the same question, fully interpreted and answered in full. A clarification of this nature would not be permissible due to the Tenderer having a second chance at providing information which would alter the evaluation and be unfair to other Tenderers.

- 14.1.2 If, for any reason, it is necessary to amend the Specification after Tenders have been received, a new Tender process shall be undertaken.
- 14.1.3 Where procurement is conducted pursuant to the Procurement Act 2023 advice must be sought from Strategic Procurement. The Authorised Officer may seek clarification from tenderers where appropriate in consultation with Strategic Procurement.
- 14.1.4 Where an above threshold tender is required to include specific elements of negotiation, the Competitive Flexible procedure must be used, as determined by the Procurement Act 2023, and the procedure detail agreed with Strategic Procurement.

15 Authorised Award of Tenders/Quotations and Reports

- 15.1 The Council shall only award a Contract where it represents best value for money, and in respect of above threshold contracts only to the most advantageous tender. A Contract shall only be awarded using the pre-determined tender evaluation criteria and weightings. Where a tender is to be evaluated on price only, the Contract must be awarded to the Tenderer submitting the lowest (compliant with specification) price.
- 15.2 A Contract may only be awarded by an authorised officer with the required approval to award contracts in accordance with the Council's Scheme of Delegations. For all Procurements valued at above £5,000, the decision to award a Contract shall be made using the Council's Procurement Gateway Process.
- 15.3 In the case of an above threshold procurement, the Authorised Officer must follow the transparency requirements of the new Procurement Act 2023, as determined by the Procurement (Wales) Regulations 2024, and notify all tenderers in writing of the outcome of the tender, and the Council's intention to award a contract using a Contract Award Notice. Unsuccessful tenderers must be informed of the scoring attributed to the evaluation, being their score and the score of the winning tender, as well as any characteristics and relative advantages of the winning tender. The name of the winning tenderer should also be provided. The statutory standstill period of 8 working days must be observed prior to any final contract award.
- 15.4 Where a tender has been advertised on the Council's approved eAdvertisement website, the Council shall publish a Contract Award Notice on the same website as soon as possible after the decision to award the Contract has been taken, and in any case within 30 days. Additional notice requirements are required under the Procurement Act 2023, specifically for above threshold procurements, and this transparency requirement must be determined with Strategic Procurement.

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- 15.5 In the case of an above threshold procurement, the statutory standstill period must take place, initiated by issuing a Contract Award Notice. Upon the final award of the contract, the Authorised Officer shall publish a Contract Details notice through the Council's eAdvertisement portal no later than 30 days after the date of award of the Contract or such other requirements or time limits as are set out in Procurement Legislation. A record explaining the material decision to award a public contract must be kept in line with the Procurement Gateway Process.
- 15.6 Where a below threshold procurement is undertaken, and an unsuccessful tenderer requests feedback on their tender, the Authorised Officer must, within 15 days of any request, inform the tenderer of the reasons for being unsuccessful. An award notice must be published for all below threshold procurements by issuing a Contract Details Notice.

16 Contract Management

- 16.1 Once the Contract has been awarded, the Head of Service will be responsible for ensuring that the day-to-day aspects of Contracts in their service area are managed throughout for their term. In managing Contracts, Heads of Service must ensure that they comply with any applicable Council rules and procedures governing such management, including the Council's [Contract and Partnerships Management Framework](#).
- 16.2 The requirements of this section 16 are applicable to any Strategic Partnership arrangements entered into by the Council and any contracts formed under collaboration with other contracting authorities.
- 16.3 The day-to-day management of the Contract shall be undertaken by the Contract Manager named in the Contract and shall include monitoring and reporting in respect of:-
- (i) performance
 - (ii) compliance with specification and Contract terms
 - (iii) cost
 - (iv) any value for money/best value requirements
 - (v) user satisfaction
 - (vi) risk management, and
 - (vii) delivery of agreed Community Benefits and Social Value TOMs
- 16.4 For all Contracts, it is the responsibility of the Contract Manager to raise any incidents of poor performance immediately with the Contractor and seek rectification. In instances of particularly poor performance, or persistent poor performance, the Contract Manager should consider the appropriate course of action to take under the Contract, taking advice from Strategic Procurement and/or Legal Services.
- 16.5 All Contracts, whether funded from a revenue or a capital budget must be included in any of the Council's regular budget forecasting processes.
- 16.6 Where the Contract has key performance indicators (KPI's) built into monitoring objectives, the Contract Manager must make a written report evaluating the extent to which the Contract is meeting the objectives set. This should be done normally when the Contract is completed but for term contracts, such report should be prepared annually. The report should be

presented to the appropriate Head of Service and the Service Manager Procurement & Payments. Section 52 of the Procurement Act 2023 specifies that for all public contracts with an estimated value of more than £5M, a minimum of three performance indicators must be set. The KPI's must be agreed with the contractor, and these must be published. In line with section 71 of the Procurement Act 2023, at least annually, performance against these KPI's must be published in the form of a Contract Performance Notice.

17 Variations to Contract

- 17.1 Whether or not it is a requirement of the Contract, every variation (whether having a financial implication or not) must be authorised in writing by an officer who has the authority to do so. The Authorised Officer will keep detailed records of any such variation and any variation of a financial matter shall be open to inspection by the Head of Finance, the Monitoring Officer and Internal Audit. The authorisation will be issued before the variation is placed.
- 17.2 For variations approved by an Authorised Officer, the Contract Manager shall monitor at least monthly the overall level of variations approved to gain assurance that they are correct and appropriate.
- 17.3 Any variation to the original Contract must be in the best interests of the Council and of continued delivery of Services.
- 17.4 For above threshold contracts, section 75 of the Procurement Act 2023 requires that any modifications to a public contract must be notified by publishing a Contract Change Notice.
- 17.5 A Contract Change Notice must be published if a below threshold contract becomes a Convertible Contract by modification, where the new contract value is above the applicable threshold. Advice must be sought from Strategic Procurement should an authorised officer believe a Convertible Contract is required.

18 Extensions of Contract Period / Term

- 18.1 The decision to extend the Contract period (term) may only be made before the original expiry date, where it is in accordance with the terms and conditions of the original Contract. The relevant Head of Service must authorise any extension of Contract using the [Excepted Contracts form](#), which must also be approved by Strategic Procurement. The value of any extended term shall be assessed and recorded within the Excepted Contracts form as part of the extension procedure.
- 18.2 The decision to extend a Framework Agreement may only be made before the original expiry date, where the extension is in accordance with the terms and conditions of the original Contract. Strategic Procurement must take all such decisions to extend framework arrangements.
- 18.3 Where the terms of the Contract and or original procurement exercise do not expressly provide for extension then such Contract may only be extended in exceptional circumstances, where legislation permits and value for money

issues have been addressed. Such decisions shall be made by the relevant Head of Service and Strategic Procurement.

18.4 For above threshold Contracts, section 75 of the Procurement Act 2023 requires that any extensions to a public contract must be notified by publishing a Contract Change Notice.

18.5 Any extension to a Contract must be in compliance with Procurement Legislation.

19 Procurement of Consultants

19.1 For the avoidance of doubt, the appointment of consultants shall be made in accordance with the requirements of these Contract Standing Orders.

20 Procurement by Consultants

20.1 Where the Council uses consultants to act on its behalf in relation to any procurement, then the relevant Head of Service shall ensure that the consultants carry out any procurement in accordance with these Contract Standing Orders.

20.2 All decisions must be made in accordance with the Council's Scheme of Delegations and are subject to the Council's Procurement Gateway Process.

20.3 No consultant shall make any decision on whether to award a Contract or who a Contract should be awarded to outside of the Procurement Gateway Process. The Head of Service shall ensure that the consultant's performance in relation to procurement is in accordance with these Contract Standing Orders and all statutory procurement obligations.

20.4 Where the Council uses consultants to act on its behalf in relation to any procurement, the consultant must declare any potential conflict of interest that may arise to the Head of Service prior to the commencement of the procurement process or at such time that the Contractor becomes aware of such a potential conflict of interest. Where the Head of Service considers that such a conflict of interest is significant, the consultant shall not be allowed to participate in the procurement process.

20.5 Whilst it may be appropriate on certain occasions for a consultant to conduct a procurement exercise on behalf of the Council, it is important to note that the Council remains responsible for the conduct of that procurement exercise at all times. In particular, it is the Council and not the consultation which will be challenged in the event of any non-compliance. Whilst consultants may advise, the ultimate decision to award a contract must be taken by the Council and not by a consultant.

21 Variant Tenders

21.1 Variant Tenders may be considered where this was indicated in the Invitation to Tender documentation. This must be in accordance with the Procurement Act 2023 and in consultation with Strategic Procurement.

22 Abnormally Low Tenders

- 22.1 Where as a result of identifying that the overall tendered price or costs raises significant doubts that the Contractor will be able to complete or deliver the Contract within the Contract term or at all, the Council shall require tenderers to explain the price or costs proposed. Where the Council determine the explanation is insufficient or believe significant doubts as to the Contractors ability to meet the requirements still exist, the Council reserve the right to reject the tender. This must be undertaken in accordance with the Procurement Act 2023 and in consultation with the Service Manager Procurement & Payments.

23 Capital Contracts

- 23.1 In the case of capital contracts, the appropriate Head of Service must ensure that the scheme is in the approved capital programme before inviting tenders in accordance with the Procurement Gateway Process.
- 23.2 For awarded contracts the Head of Service and Head of Finance must be made fully aware of the implications of any major change in the specification of a project in both financial and operational terms and be made fully aware of all other significant decisions affecting the project. At the first indication or identification of a significant potential overspend in excess of either £25k or 10% of the Contract value (whichever is the lowest), the appropriate Head of Service and the Head of Finance shall be notified. This must be reported to the Council's Cabinet for further consideration.

24 Socially Responsible Procurement Duty

- 24.1 The Social Partnership & Public Procurement (Wales) Act 2023 sets out the socially responsible procurement duties required under the Act.
- 24.2 The principle aim of this duty is to seek to improve the economic, social, environmental and cultural well-being of our area by carrying out public procurement in a socially responsible way.
- 24.3 In particular, the duty places obligations on the Council to take actions when we carry out public procurement in relation to both major construction contracts as well as outsourcing services contracts.
- 24.4 Officers engaged in the procurement of either major construction or outsourcing services contracts must liaise with Strategic Procurement at the earliest opportunity prior to commencing the procurement process, to ensure the obligations of the Act are duly considered and actioned.
- 24.5 The full text of the Social Partnership and Public Procurement (Wales) Act 2023 can be found at;

<https://www.gov.wales/overview-socially-responsible-procurement-duties>

25 Transparency Notices

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- 25.1 The Procurement Act 2023 places a duty on contracting authorities to produce a range of transparency notices, which will require publishing on the UK Government Central Digital Platform.
- 25.2 The transparency notices are designed to inform government and the market of procurement related activity including contract performance, by publishing this information on a central system. Within NCC, sell2wales should be used as the portal in which to generate transparency notices, and in turn sell2wales will interface with the Central Digital Platform for publishing requirements.
- 25.3 Appendix A details the full list of transparency notices and when they should be published. The majority of notices will be managed by Strategic Procurement, and service areas will be required to inform Strategic Procurement through a range of templates made available, of the information required for publishing purposes.

26 Central Digital Platform

- 26.1 The UK Government has implemented a central digital platform to improve processes and drive transparency. The digital platform will enable notices and documents to be accessible by electronic means, free of charge and through a single point of access
- 26.2 The central digital platform will enable suppliers to store their details on a single platform, and for contracting authorities to publish all transparency notices. Contracting authorities in Wales are required to publish transparency notices directly on sell2wales, which in turn will automatically transfer data to the central digital platform.
- 26.3 All suppliers who wish to do business with the public sector must register on the central digital platform and obtain a unique registration identifier. The unique registration identifier must be used by suppliers when tendering or contracting with NCC.

27 Conflicts of Interest

- 27.1 The Procurement Act 2023 places a duty on contracting authorities to prepare and maintain a conflicts assessment for all covered procurements.
- 27.2 For the purposes of these CSOs a covered procurement is an Above Threshold Contract entered into either through Gateway Process 4, or through the use of a framework agreement, dynamic market or direct award.
- 27.3 The conflicts assessment must detail any known or potential conflicts of interest which are relevant to the officers involved in the procurement including any decision makers.
- 27.4 The conflicts assessment must be reviewed throughout the procurement process and any known or potential conflicts mitigated. In particular, officers must take all reasonable steps to ensure a conflict of interest does not put a supplier at an unfair advantage or disadvantage in relation to the procurement.
- 27.5 The conflicts assessment must be fully completed as part of the relevant gateway form. Under the transparency notices requirements, there is a duty to

confirm that a conflicts assessment has been completed for all covered procurements.

28 Social Value Measures

- 28.1 Officers must have regard to the Socially Responsible Procurement Duty, as set out in the Social Partnerships and Public Procurement (Wales) Act 2023.
- 28.2 NCC has adopted the Welsh National TOMs (themes, outcomes and measures) as the mechanism for measuring social value delivery through procurement and contracting.
- 28.3 Social value measures must be considered for all Contracts formed under Gateway Process 3, and are mandatory for contracts formed under Gateway Process 4, and must form part of the procurement gateway process.
- 28.4 Officers should work with Strategic Procurement to ensure that the latest version of NCC TOMs is utilised, and that measures selected for individual procurements are appropriate and proportionate.

29 Carbon Reduction

- 29.1 NCC have a Climate Change Plan 2022-27 which was approved by Cabinet in March 2022. Within the Climate Change Plan, there are agreed actions in relation to procurement, and how emissions are addressed in the goods and services we procure.
- 29.2 Carbon management must be considered for all contracts formed under Gateway Processes 3 and 4, and must form part of the procurement gateway process.
- 29.3 The Carbon Reduction Team must be consulted on all process 3 and 4 procurements, and will advise and inform the approach to be taken in respect of carbon management for each project. The agreed carbon management actions must be signed off by a member of the carbon reduction team in the procurement gateway form.

30 Corporate Safeguarding Responsibilities

- 30.1 The Council is committed to ensuring that everyone living within the City is safe and protected and that our statutory responsibilities to safeguard and protect children, young people and adults at risk are effectively met. Authorised Officers shall seek guidance from Strategic Procurement and Corporate Safeguarding Leads, to ensure procurement activities consider our [corporate safeguarding responsibilities](#) and adhere to the Corporate Safeguarding Policy.

31 External Body Grant Funding

- 31.1 Where a procurement process is funded, in whole or part, by grant funding which has been awarded to the Council by an external funding body, the officer responsible for the procurement must ensure that any rules or conditions

imposed by the funding body are adhered to, in addition to the requirements of these CSOs.

31.2 Where there is any conflict between these CSOs and the rules or conditions imposed by the funding body, the stricter requirement should be followed.

32 TUPE (Transfer of Undertaking, Protection of Employment)

32.1 Authorised Officers must ensure that when any employee, either of the Council or of a service provider, may be affected by any transfer arrangement or change of contractor as a result of a tender exercise, then any Transfer of Undertaking (Protection of Employment) issues are considered and legal and HR advice from within the Council is obtained prior to proceeding with the procurement exercise.

33 Disposal of Council Owned Assets

33.1 Subject to the extent of their authority under the Scheme of Delegation to Officers, Heads of Service shall be authorised to dispose of Goods and materials surplus to the Council's requirements by whichever means would result in the best value for the Council; examples may include;

- auction
- tender
- private sale
- transfer to another service
- donation to a not for profit organisation

33.2 Where an item is likely to realise a sale value in excess of £5,000, the item must be offered for sale in an appropriate marketplace in such a way as to ensure that a range of buyers have the opportunity to make an offer to purchase it. In any event and regardless of the value of the item, the officer responsible for the sale must ensure that he or she is able to demonstrate that the highest price reasonably possible has been obtained. Irrespective of likely value, all Vehicle and Plant assets should be disposed of via the Head of Infrastructure and all IT assets should be disposed of via the Head of People Policy & Transformation, where they are not owned or managed by the Shared Resource Service (SRS). In the event that a Head of Service determines that Goods are beyond their economic useful life and therefore of no value, they should arrange for recycling as appropriate or disposal as waste. Appropriate records of disposal should be maintained and where assets are maintained on an Asset Register, the responsible Head of Service should ensure that the register is updated.

33.3 This section does not apply to land and buildings, nor shall it override any statutory or other legal provision which applies to a disposal or proposed disposal of any asset. Where there is a conflict between a statutory or legal provision and these rules, the former shall prevail. In case of any doubt, an officer proposing to dispose of assets should consult Procurement or Legal Services.

34 Waiver of Contract Standing Orders

- 34.1 Approval of waiver of any of these Contract Standing Orders shall only be given in exceptional circumstances and only following a written report to the appropriate Cabinet Member, which includes the comments of the Chief Financial Officer, Monitoring Officer and relevant Head of Service. All waivers will be reported to Governance and Audit Committee on at least a six monthly basis. There should be no delay in presenting a waiver report for consideration, which should be done as soon as the relevant circumstances present themselves. All waivers must be sent to both the Chief Internal Auditor and the Procurement Manager.
- 34.2 The originator of the report requesting a waiver of Standing Orders is responsible and accountable for making sure that the contents of the report are factually correct. The originator of the report should ensure that all supporting documentation is retained on an easily accessible file for auditing purposes.