

PEAK DISTRICT NATIONAL PARK AUTHORITY

STANDING ORDERS

PART 2

CONTRACT PROCEDURE RULES

25/04/2023 – Amendments to reflect changes to the requirements of the Local Government Transparency Code 2015 (details of contracts to be published at least quarterly) and amendments to Chapter 8 of the Public Contracts Regulations 2015 (only contracts above £30,000 required to be advertised on Contracts Finder).

October/November 2023 – Amendments to reflect organisational staffing changes

February 2025 – Amendments to reflect legislative changes

CONTENTS

| | Page No |
|---------------------------------------------------------------------------------------|-------------|
| Standing Order | |
| CP1 Introduction, Aims and Application of Orders | 2.3 |
| CP2 Contract Value | 2.4 |
| CP3 Framework Agreements, Open Frameworks, Suppliers Lists and Dynamic Markets | 2.5 |
| CP4 Conflicts of Interest assessment | 2.6 |
| CP5 Procurement Methods | 2.7 |
| CP6 Procurement Procedures for Contracts not exceeding £30,000 | 2.8 |
| CP7 Procurement Procedures for Contracts exceeding £30,000 | 2.10 |
| CP8 Tendering Procedures | 2.10 |
| CP9 Form and Content of Contracts | 2.13 |
| CP10 Post Award of Contract | 2.14 |
| CP11 Procurement Procedures for Contracts exceeding the Thresholds | 2.14 |
| CP12 Contract Variation | 2.15 |
| CP13 Exemption of Standing Orders | 2.15 |
| Glossary | 2.18 |
| APPENDIX 1 Request for Exemption Form | 2.20 |
| APPENDIX 2 Table of Procurement Methods | 2.21 |

CP1 Introduction, Aims and Application of Orders

- 1.1 This Part 2 of Standing Orders sets out the rules which must be followed by the Authority when it procures goods, services or works. They shall apply to the issue of any Order and the entry into of any Contract.
- 1.2 The objectives of this Part 2 of Standing Orders are:
- 1.2.1 To ensure that the Authority’s procurement procedures assist the Authority to deliver Best Value services to the public
 - 1.2.2 To seek to promote fairness, competition, openness and transparency in the Authority’s procurement procedures
 - 1.2.3 To comply with the laws which govern the spending of public money
 - 1.2.4 To demonstrate good corporate governance
 - 1.2.5 To protect the Authority and its Officers from allegations of wrong-doing regarding specific procurement decisions.
- 1.3 Orders and Contracts shall also comply with the Financial Regulations in Part 3 of Standing Orders. In particular, this specifies the authorisation schedule for awarding expenditure as follows:

| Below £30,000 | £30,001-£50,000 | £50,001-£150,000 | Above £150,000 |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------|
| Head of Service, Moors for the Future Partnership Manager or Authorised Officer | Business case agreed with Head of Service or Moors for the Future Partnership Manager and Chief Finance Officer | Business case consulted with Resources Management Meeting | Committee |

- 1.4 Every Contract shall comply with all applicable legal requirements. In the case of any conflict or inconsistency between these Standing Orders and any legal requirement, the legal requirement shall apply. Public procurement in the UK is regulated by the Public Contracts Regulations 2015 (PCR 2015) (for procurements which were started before 24 February 2025), the Procurement Act 2023 (PA 2023) and the Procurement Regulations 2024 (PR 2024) (for procurements started on or after 24 February 2025). Together these are referred to as ‘Procurement Laws’.
- 1.5 Officers must have regard to the National Procurement Policy Statement (NPPS) in conducting all procurements.
- 1.6 The Chief Executive, after consultation with the Finance Manager may from time to time change the thresholds in these Standing Orders to take account of changes in the retail prices index so that the effectiveness and impact of the thresholds is maintained.
- 1.7 The Chief Executive, after consultation with the Authority Solicitor and Finance Manager, may from time to time amend these Contract Procedure Rules to correct an

obvious error, to reflect changes in the law, or to reflect changes in the Authority's Standing Orders or establishment.

1.8 This Part 2 of Standing Orders does not apply:

1.8.1 To contracts of employment.

1.8.2 To contracts that relate solely to the purchase or sales of land and property where there is no other requirement specified by the Authority as part of the land transaction. Property transactions must comply with Part 3 Financial Regulations, Part 7 Delegation Scheme and the Asset Disposal Procedure.

1.8.3 Where the proposed Contract is for the supply of services or the execution of works undertaken by the Authority's own staff.

1.8.4 Grants awarded by the Authority.

CP2 Contract Value

2.1 The 'estimated value' of a Contract shall be the total value of the Contract inclusive of VAT estimated to be payable over the entire term of the Contract, including any extensions.

2.2 Where the Contract period is indefinite or uncertain, the estimated value shall be calculated on the basis that the Contract will be for a period of four years.

2.3 Contracts must not be artificially separated so as to circumvent the application of any part of these Standing Orders or the Procurement Laws.

2.4 Where the Authority estimates the value of two or more contracts, and the goods, services or works to be supplied under the contracts could reasonably be supplied under a single contract, the Officer must estimate the value of each of the contracts as including the value of all of the contracts, unless the Officer has good reasons not to do so. Contracts which are each of a value below the relevant Threshold under the PA 2023 may nevertheless be subject to full tendering requirements of the PA 2023, where they constitute a series of related or repeat purchases. Advice should be sought where this is the case, in order that the relevant procurement method can be adopted.

2.5 It should be noted that the value of a contract does not only include the value of the original contract, but also the value of any variations. All contract variations must comply with Standing Order 11 of this Part 2. If any proposed variation brings the total value of a contract over the relevant Threshold, a new tender will be required (including placing of notices in the FTS). Advice should be sought where this is the case, or likely to be the case, in order that the relevant procurement method can be adopted.

2.6 If it is not possible to estimate the value of a contract, for example where the contract period or the number of items to be ordered is uncertain, it shall be treated as having an estimated value of more than the Threshold amount for the type of contract, and therefore treated as an above PA 2023 Threshold procurement

CP3 Framework Agreements, Open Frameworks, Suppliers Lists and Dynamic Markets

- 3.1 Any Head of Service or Moors for the Future Partnership Manager may compile and maintain Lists of potential Suppliers for supplies, services or works, within their area of responsibility.
- 3.2 In creating a Suppliers List the Head of Service or Moors for the Future Partnership Manager must not restrict the number of suppliers to be included on the List by reference to an assessment of a supplier's suitability to perform the contract, including a reference to a supplier's legal and financial capacity or technical ability. The Authority Solicitor should be consulted before setting up a Suppliers List.
- 3.3 Suppliers Lists:
- 3.3.1 shall indicate the nature and value of Contracts for which the Contractors listed may be used. The value of any Contract entered into may not exceed the relevant Threshold.
- 3.3.2 shall be reviewed and re-established at least every three years.
- 3.4 Any Contractor may, by giving written notice, withdraw from any Suppliers List.
- 3.5 In addition, Heads of Service, with the assistance of the Finance Manager, may set up a Framework Agreement or an Open Framework (together called 'Frameworks') with one or more suppliers of particular goods and services.
- 3.6 An Open Framework is a scheme of Framework Agreements that provides for the award of successive frameworks on substantially the same terms. An Open Framework must be 're-opened' periodically throughout the term, to allow new suppliers to tender for a place on the Framework.
- 3.7 When advertising for Frameworks the advertisement must indicate:
- 3.7.1 That it is a framework which is being tendered
- 3.7.2 The duration of the arrangement (which must not exceed 4 years for a Framework Agreement, or 8 years for an Open Framework)
- 3.7.3 The expected maximum number of suppliers
- 3.7.4 The total estimated value of the contracts to be covered by the arrangement
- 3.7.5 The award criteria for choosing suppliers and subsequent criteria for placing orders
- 3.8 The estimated value in relation to a Framework is the estimated maximum value over its lifetime. This must be carefully considered in the context of the PA 2023 Thresholds.
- 3.9 In any case where a Framework Agreement or an Open Framework is in place:
- 3.9.1 Subsequent 'call-offs' from that Framework must not contain substantial amendments to the original terms of the agreement
- 3.9.2 Call offs from the Framework may be conducted in accordance with the terms and conditions of the Framework.
- 3.9.3 A call off can be awarded without further competition if only one supplier is on the Framework, or where the Framework sets out the core terms of the contract and an objective mechanism for supplier selection. In all other cases, a call off

contract should be awarded following a competitive selection process, which has been set out in the Framework, and all suppliers capable of meeting the requirement must be given the opportunity to bid.

- 3.9.4 New Contractors may not be added to the Framework other than in accordance with the terms of an Open Framework. Otherwise, if new Contractors are required, a new tender process must be pursued.
- 3.10 Where there is no Framework, an Authorised Officer shall use an approved tender procedure in accordance with these Standing Orders.
- 3.11 Dynamic Markets are only permitted for contracts which are above the PA 2023 Thresholds. The Authority Solicitor should be consulted before setting up a Dynamic Market.

CP4 Conflicts of interest assessment

- 4.1 A conflict assessment should be undertaken for all procurement activity **before** any activity commences. The assessment should take account of all those involved in or influencing the procurement (including developing the specification and tender documentation) and the future management of the Contract including officers, Members, consultants and suppliers. The conflict assessment must identify any actual, potential or perceived conflicts of interest throughout the life of the contract and be proportionate to the level of the contract.
- 4.2 Officers and Members must comply with their respective Codes of Conduct to avoid any conflict between their own interests and those of the Authority. Anyone who has reason to believe there is a conflict of interests in respect of a particular Supplier should report this to the Monitoring Officer.
- 4.3 Where procurements have been jointly procured by another local authority, public sector consortium or collaboration of which the Authority is a party but not the lead authority a separate conflict assessment must still be undertaken prior to commencing the joint procurement.
- 4.4 If a conflict/potential conflict/perceived conflict of interest is identified the assessment must set out what reasonable steps (mitigation) is being put in place to ensure that suppliers are not put at an unfair advantage or disadvantage. The Monitoring Officer must approve all conflict assessments where mitigation is being put in place. If it is considered that a conflict of interest puts a supplier at an unfair advantage, and either the advantage cannot be avoided or the supplier will not take steps the Authority considers necessary to avoid the unfair advantage, that supplier should be excluded from participating in the procurement.
- 4.5 Evidence of the conflicts assessment must be held with the procurement documents and must be regularly reviewed throughout the life of the contract by the Contract Manager.

CP5 Procurement Methods

5.1 The procurement method to be used is dependent on the estimated value of the Contract. The table below summarises the various procurement methods.

| Estimated value | Procurement Method | Details | Format |
|--------------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------|-------------------|
| Up to £500 | No formal requirement | Link/attach any documentation if available to the Order | Order or Contract |
| £501 to £5,000 | Request for Quotation | At least one written Quotation must be obtained | Order or Contract |
| £5,001 to £30,000 | Request for Quotation | At least three written Quotations must be requested | Order or Contract |
| Above £30,000 but below PA 2023 Thresholds | Tender | At least three Tenders must be invited | Written Contract |
| Above PA 2023 Thresholds | Tender compliant with PA 2023 | Procurement Laws must be complied with | Written Contract |
| Any | Existing or new Framework Agreement or Open Framework | Must ensure that the Framework is compliant with relevant Procurement Laws | |

5.2 For the avoidance of doubt, the Authority, Statutory Officers, or a Head of Service may require a tender process in respect of any procurement, whatever the estimated value.

5.3 Once a tender process has been commenced for the execution of any work or for the supply of goods, services or materials, no further negotiations shall take place with any person in respect of that work, goods, services or materials except in accordance with these Tendering Procedures, until such time as the tendering process has been fully completed.

5.4 In the event that it is believed to be desirable or advantageous for the Authority to abandon, suspend or modify a tender process, so as to proceed other than in accordance with the Tendering Procedures, advice shall be obtained from the Authority Solicitor before any such action is resolved or taken.

5.5 Where the procurement method used is a Tender, the Authority’s E procurement portal must be used once it has been fully implemented. A request not to use the portal should be treated as a request for exemption from Standing Orders CP12.

5.6 Before inviting the submission of quotations or tenders, officers must have regard to the fact that SMEs may face particular barriers in competing for a contract, and must consider whether such barriers can be removed or reduced. This does not apply to the award of a call-off contract under a Framework.

- 5.7 When carrying out a procurement for Below-threshold Contracts, officers must not restrict the submission by reference to an assessment of a supplier's suitability to perform the contract. This includes a reference to a supplier's legal and financial capacity and technical ability, for example through use of conditions of participation. Examples of this include assessment of suppliers' experience, financial accounts, or taking into account any relevant convictions, professional misconduct or whether the supplier has been or is insolvent or bankrupt. This means that there cannot be a separate suitability stage before the submission of quotes or tenders as a way of reducing the number of suppliers who are invited to bid. This does not prevent asking for this information in a Request for Quote or Invitation to Tender and assessing suitability at the award stage. This assessment can also be supported with data available on the Government's central digital platform if the supplier is registered. This prohibition does not apply to i) the award of a call-off contract under a Framework or ii) where a contract is awarded to a supplier without competition.

CP6 Procurement Procedures for Contracts over £500 but not exceeding £30,000

- 6.1 Where the estimated value of a proposed Contract exceeds £500 but does not exceed £30,000, the Contractor or supplier shall be selected in the following way:

6.1.1 Where there is a suitable Framework available, that Framework may be used.

6.1.2 Where no Framework is available:

- i) at least one written Quotation shall be obtained before entering into any Contract where the estimated value exceeds £500 but does not exceed £5,000
- ii) at least three written Quotations shall be requested before entering into any Contract where the estimated value exceeds £5,000 but does not exceed £30,000

For the avoidance of doubt, copies of up-to-date trade catalogues count as written Quotations, and CP6.3 to CP6.5 do not apply where Quotations are taken from trade catalogues.

- 6.2 Aggregated value of contracts:

6.2.1 Except where there is a suitable Framework, if, in any 12 month period, two or more contracts below the value of £5,000 are awarded to the same Contractor by the Authority with an aggregated value of £5,000 or more, or the proposed contract takes the value over £5,000, no further contract can be awarded to that Contractor without inviting at least 3 written Quotations.

6.2.2 Except where there is a suitable Framework, if, in any 12 month period, two or more contracts below the value of £30,000 are awarded to the same Contractor with an aggregated value of £30,000 or more, no further contract can be awarded to that Contractor without following the Tendering Procedures.

6.2.3 The relevant Officer should carry out a check to ascertain whether a potential Contractor has been awarded contracts in the previous 12 month period from the relevant reports in the Finance reporting system (the finance team can assist if necessary). For the purposes of calculating the aggregated

value of contracts awarded to the same Contractor over a 12 month period, any contracts awarded following a competitive Quotation or Tendering process are to be excluded.

6.3 All Quotations must specify:

6.3.1 The goods, services or works to be supplied

6.3.2 When they are to be supplied

6.3.3 The proposed price

6.3.4 Responses should be clearly labelled as “Quotations” with the due date and the name of the project and the lead officer identified on the Quotation

6.3.5 The evaluation criteria to be adopted for the Contract. These must be capable of objective assessment, include price and other relevant factors, and be weighted by relative importance.

6.4 The due date set for the submission of Quotations must allow sufficient time relevant to the complexity of the request for suppliers to respond.

6.5 Quotations should be opened at the same time after the due date and witnessed by another Officer, with the amounts and signatures of attending Officers recorded.

6.6 The criteria for award must ensure that best value is achieved in line with the specified requirements. Where the value of the contract exceeds £5,000 evaluation of the Quotations should be carried out by the relevant Head of Service or Moors for the Future Partnership Manager and the result recorded.

6.7 The relevant Officer should carry out a check of the Authority’s enforcement and legal files to ascertain whether any of the potential Contractors are the subject of any enforcement action. Any such potential Contractors will be excluded from consideration.

6.8 Any potential Contractor known to be subject to pending investigations from either the Authority or other public agencies, in respect of planning, environmental or any other regulatory matters or have contravened environmental or animal welfare legislation (and where concerns still remain about their standards), will not be considered. The Authority will also exclude from consideration for Contracts any potential Contractors engaging in activities which clearly contravene the Authority’s environmental policies.

6.9 It shall be permissible to enter into a Contract not exceeding £30,000 in value on the basis of an Order alone, without a Written Contract. An Order should, as a minimum, define cost, goods, delivery and timescales. The Authority’s standard terms and conditions should, if possible, be incorporated into or be attached to all Orders.

6.10 Although a Written Contract is not required under these Standing Orders where the contract value is less than £30,000, it may be more appropriate where a unique, unusual or bespoke service, supply or works are to be provided to use a Written Contract to ensure that the Authority is adequately protected. Advice from the Authority Solicitor should be sought in such circumstances.

6.11 Tenders can be invited in respect of any proposed Contract, even if the estimated value is below £30,000. If Tenders are to be invited, the Tendering Procedures set out at Standing Order 7 of this Part 2 must be followed.

- 6.12 Where Written Contracts are used, signed original Contracts must be forwarded to Legal Services to be put on the Authority's database and stored in the deeds safe. Electronic copies must be retained by the relevant contract manager.
- 6.13 The following details will be published in respect of all Contracts and Orders exceeding £5,000 in value at least quarterly:
- 6.13.1 the Contract reference number
 - 6.13.2 the title of the agreement
 - 6.13.3 the department responsible
 - 6.13.4 the name of the Contractor
 - 6.13.5 a summary of the works to be executed or the goods and services supplied
 - 6.13.6 the Contract duration
 - 6.13.7 the sum to be paid over the length of the contract or the estimated annual spending or budget for the contract
 - 6.13.8 start, end and review dates
 - 6.13.9 whether or not the contract was the result of an invitation to quote or a published invitation to tender, and
 - 6.13.10 whether or not the supplier is a SME or VCSE and where it is, the relevant registration number

CP7 Procurement Procedures for Contracts exceeding £30,000

- 7.1 Where the estimated value of a proposed Contract exceeds £30,000, the Contractor or supplier shall be selected in the following way:
- i) if there is a suitable Framework available, that Framework shall be used.
 - ii) Where no Framework is available, at least three competitive Tenders shall be invited. Where a relevant Approved List exists, the Tenders should be sought from Contractors included on it. Where no Approved List is available, the Tenders should be invited following the Tendering Procedures set out at Standing Order 8 of this Part 2.
- 7.2 All Contracts exceeding £30,000 in value shall be in the form of a Written Contract and not on the basis of an Order alone.

CP8 Tendering Procedures

- 8.1 Where a contract is valued at £30,000 or above, **before** advertising an Invitation to Tender by any means, a 'Below-threshold Tender Notice' setting out the information required by the PA 2023 and the PR 2024 **must** be published on Find a Tender Service (FTS).
- 8.2 The invitation to tender must state:
- 8.2.1 The nature and purpose of the contract
 - 8.2.2 The closing date and time for the receipt of Tenders
 - 8.2.3 How and to whom any interested party is to respond if it wishes to be considered
 - 8.2.4 Any other requirements for participating in the procurement
 - 8.2.5 The reference number
 - 8.2.6 The title
 - 8.2.7 A description of the goods and/or services sought
 - 8.2.8 Start, end and review dates
 - 8.2.9 The department responsible

- 8.2.10 That no Tender will be accepted unless it is enclosed in the special envelope bearing the distinctive label which will be supplied with the tender forms by the issuing officer, or via the Authority's e-tendering system if applicable
- 8.2.11 That no name, mark or wording which might indicate the sender should appear on the cover of the special envelope bearing the Tender
- 8.2.12 That Tender envelopes should bear the correct postage, be properly sealed and addressed to the Finance Manager, or, if using the e-tendering system, delivered in accordance with the requirements of that system
- 8.2.13 That proof of posting will not be accepted as proof of delivery if the Tender fails to arrive at the address shown on the tender envelope label before the closing date and time fixed for the receipt of that Tender
- 8.2.14 The evaluation criteria to be adopted for the Contract. These must be capable of objective assessment, include price and other relevant factors, and be weighted by relative importance
- 8.2.15 That the Authority does not bind itself to accept the lowest or any Tender
- 8.2.16 That failure to comply with any of the foregoing requirements may render a Tender liable to disqualification.

8.3 Receipt, custody and opening of Tenders

- 8.3.1 On receipt, all tender envelopes shall be endorsed with the time and date of receipt and kept secure and unopened in the custody of the Finance Manager until the time appointed for their opening.
- 8.3.2 No Tenders received after the specified date and time shall be considered and shall be returned promptly to the tenderer. A late Tender may be opened to ascertain the name of the tenderer but no details of the Tender shall be disclosed.
- 8.3.3 Tenders shall be opened at one time, which shall be as soon as possible after the closing time fixed for the receipt of such Tenders, and only in the presence of a panel of officers comprising the Finance Manager or their deputy and Head of Service, Moors for the Future Partnership Manager or their deputy.
- 8.3.4 All Tenders received shall be recorded in the tender book.

8.4 Alteration of Tenders

- 8.4.1 Tenderers shall not be allowed to alter their Tenders after the date fixed for their receipt, but arithmetical errors may be corrected and, if a Tender has been accepted before such an arithmetical correction, the acceptance shall be confirmed if the alteration has not increased the amount but otherwise the Chief Executive or relevant Head of Service or Moors for the Future Partnership Manager in consultation with the Finance Manager shall have a discretion whether or not to confirm acceptance at the altered price, but such discretion shall only be exercised where the Tender concerned would still be the most favourable to the Authority in relation to other Tenders received.

8.5 Evaluation and Acceptance of Tenders

- 8.5.1 The Officer responsible for leading the procurement exercise shall ensure that the Tenders received are evaluated in accordance with the evaluation criteria that have been adopted for the Contract, and stated in the invitation to tender. In some instances (particularly where there are several tender returns or the tender is complex) an

evaluation table may be used to score the tenderers against the evaluation criteria. An example can be found at

<https://democracy.peakdistrict.gov.uk/ecSDDisplayClassic.aspx?NAME=SD598&ID=598&RPID=4527058&sch=doc&cat=13219&path=13073%2c13219>

- 8.5.2 The opportunity must be given to the Finance Manager to assess whether a financial viability test is required prior to contract award. All tenderers must be vetted by the Head of Service or Moors for the Future Partnership Manager for technical competence.
- 8.5.3 The relevant Officer should carry out a check of the Authority's enforcement and legal files to ascertain whether any of the tenderers are the subject of any enforcement action or other pending investigations from either the Authority or other public agencies, in respect of planning, environmental or any other regulatory matters. Any such tenderers will be excluded from consideration.
- 8.5.4 Any tenderer known to have contravened environmental or animal welfare legislation, and where concerns still remain about their standards, will not be considered. The Authority will also exclude from consideration for Contracts any tenderers engaging in activities which clearly contravene the Authority's environmental policies.
- 8.5.5 The relevant Officer shall produce a report evaluating each Tender received against the evaluation criteria. The report shall identify the tenderer who has submitted the Tender that achieves the highest score in the evaluation (or if scoring is not being used, the lowest price), and recommend the award of the Contract to that tenderer. A form of tender return report can be found here <https://democracy.peakdistrict.gov.uk/ecSDDisplayClassic.aspx?NAME=SD598&ID=598&RPID=4527058&sch=doc&cat=13219&path=13073%2c13219> The Authorised Officer's recommendation in the tender return report should be approved by the following in consultation with the Finance Manager:
- 8.5.5.1 Contracts under £30,000: Head of Service or Moors for the Future Partnership Manager
 - 8.5.5.2 Contracts over £30,000: Head of Service or Moors for the Future Partnership Manager
 - 8.5.5.3 Contracts over £150,000: Chief Executive Officer or Head of Service in consultation with Chair of appropriate committee
(Note that this is subject to any particular requirements of any committee authorisation for the contract).

A copy of the authorisation should be given to the Finance Manager.

- 8.5.6 No Contract may be awarded unless the expenditure involved has been included in approved estimates or on capital or revenue accounts, or has been otherwise approved by, or on behalf of, the Authority.
- 8.5.7 Where scoring is being used, a tender other than the highest scoring shall only be accepted after the approval from the Chief Executive. If scoring is not used, a Tender other than the lowest shall only be accepted after approval from the Chief Executive.
- 8.5.8 If, following receipt or acceptance of Tenders, it becomes necessary to enter into negotiations with any of the tenderers, the Authority Solicitor must be consulted before commencing such negotiations.

CP9 Form and Content of Contracts

9.1 Every Contract with a value of £30,000 or more shall be in the form of a Written Contract. All Written Contracts shall:

9.1.1 Be in writing and signed by the Authority Solicitor or Senior Lawyer or Chief Executive

9.1.2 Be in a form and contain such clauses as are approved by Legal Services;

9.1.3 Specify:

- i) The goods, materials, advice or services to be supplied and the work to be performed;
- ii) The total price to be paid together with details of the proportion of the price payable for any discrete part or parts of the contractual obligations
- iii) The time or times within which the Contract is to be performed and whether time of the essence of the contract
- iv) Any milestones set for completion of specified tasks or parts of the Contract
- v) The specifications and standards to be applied to the Contract, such as appropriate British Standard Specification, British Standard Code of Practice, etc, and including full details of outputs, outcomes and performance assurance measures;
- vi) Responsibility for monitoring performance of the Contract, together with controls over sub-contractors;
- vii) Any liquidated damages payable on default or other sufficient security for due performance;
- viii) The circumstances in which the Contract may be terminated, cancelled or suspended with or without notice and the consequences of such termination;
- ix) Payment to be made within 30 days of receipt or due date of a valid, undisputed invoice;
- x) All such other conditions and terms as may be agreed between the parties.

9.1.4 Comply with all legislative requirements, including Health and Safety at Work Regulations;

9.1.5 Contain a requirement that the Contractor indemnify the Authority against:

- i) any claim which may be made in respect of Employers' Liability against the Authority or the Contractor by any workmen employed by the Contractor or any sub-contractor in the execution of the works;
- ii) any claim for bodily injury to or damage to property of third parties;
- iii) (if applicable) any claim which may be made in respect of Professional Indemnity insurance

- 9.1.6 Include a clause empowering the Authority to terminate the Contract and to recover all its loss in the event of corruption (including but not limited to any offence under Section 117(2) of the Local Government Act 1972 and the Bribery Act 2010) by the Contractor, its employees or anyone acting on the Contractor's behalf.

9.2 The Contract should also address the questions (where relevant) of:

- 9.2.1 Insurance; loss in transit; non-delivery of goods;
- 9.2.2 Delivery; acceptance; testing; trial periods; return of goods;
- 9.2.3 Intellectual property rights (e.g. Copyright)
- 9.2.4 Indemnity, liability and insurance;
- 9.2.5 Data protection and/or confidentiality and Freedom of Information;
- 9.2.6 National insurance and superannuation;
- 9.2.7 VAT
- 9.2.8 Defects liability and retention

CP10 Post Award of Contract

- 10.1 Following award of the Contract or Order where the value is £30,000 or above, a 'Below-threshold Contract Details Notice' setting out the details required by the PA 2023 and the PR 2024 **must** be published on FTS as soon as reasonably practicable (whether or not the opportunity was advertised).
- 10.2 Signed original Contracts must be forwarded to the Legal team to be put on the Authority's database and stored in the deeds safe. Electronic copies must be retained by the relevant contract manager.
- 10.3 The following details must be published on the Authority's website in respect of all Contracts and Orders exceeding £5,000 in value at least quarterly:
 - 10.3.1 the Contract reference number
 - 10.3.2 the title of the agreement
 - 10.3.3 the department responsible
 - 10.3.4 the name of the Contractor
 - 10.3.5 a summary of the works to be executed or the goods and services supplied
 - 10.3.6 the Contract duration
 - 10.3.7 the sum to be paid over the length of the contract or the estimated annual spending or budget for the contract
 - 10.3.8 start, end and review dates
 - 10.3.9 whether or not the contract was the result of an invitation to quote or a published invitation to tender, and
 - 10.3.10 whether or not the supplier is a SME or VCSE and where it is, the relevant registration number

CP11 Procurement Procedures for Contracts exceeding the Thresholds

- 11.1 Where the estimated value of a proposed Contract exceeds the Thresholds specified in the PA 2023, the procedures required by the PA 2023 **must** be complied with, including publication of the advertisement on FTS, and officers should consult with the Authority Solicitor to determine the method of procurement.

CP12 Contract Variation

- 12.1 Funding must be identified before any variation of any Order or Contract is approved in accordance with the Authority's Financial Regulations.
- 12.2 Variations of contracts which are below the PA 2023 Threshold are permitted without retendering or further approval, provided they do not alter the scope and nature of the original contract and are below 10% of the original Contract value (service and supply contracts) or 15% of the original Contract value (works).
- 12.3 Retendering may also not be required for variations of contracts which are below the UK Threshold where:
- 12.3.1 any increase in price does not exceed 50% of the value of the original Contract; **and either:**
 - 12.3.2
 - (a) a change of contractor cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement; **or**
 - (b) a change of contractor would cause significant inconvenience or substantial duplication of costs; **or**
 - (c) the need for the variation has been brought about by circumstances that a diligent contracting authority could not have foreseen and the modification does not alter the overall nature of the Contract.

In any of the above circumstances, an exemption form must be completed in accordance with CP13 to authorise the variation.

- 12.4 All variations to contracts above the PA 2023 Threshold, or which would result in the value of the contract going above the PA 2023 Threshold, should be referred to the Legal team.
- 12.5 Contract variations must be recorded in writing and signed by the Contractor and the Authorised Officer.
- 12.6 The above provisions do not apply to modifications which, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses. Legal team should be consulted as to the applicability of the review clause to the proposed variation.

CP13 Exemption of Standing Orders

- 13.1 This Part 2 of Standing Orders shall apply to all goods, services and works purchased by the Authority. Exemption from any of the provisions of these Standing Orders may be appropriate in the following circumstances:
- 13.1.1 Partnership arrangements. A partner is defined as an individual or organisation which the Authority is statutorily obliged to employ for a particular purpose, or with whom the Authority has a written arrangement, approved by the Authority, to provide works, goods or services as a common undertaking.

- 13.1.2 Works orders placed with utility companies, eg. for re-routing cables or pipework. The term 'utilities' does not include telecommunications.
 - 13.1.3 Genuine emergencies – critical preventative or remedial work where there is a real and imminent risk to the safety of people or property or serious disruption to Authority services or significant loss would be suffered by the Authority arising from an unforeseen event or incident. Any Contract entered into under this exemption must not be for a term of more than 6 months
 - 13.1.4 Urgent situations not of the Authority's own making – the urgency must have been reasonably unforeseeable (eg. existing supplier going into liquidation, urgently imposed statutory changes, etc.) and genuinely be a case of 'time is of the essence'. Urgency arising through problems of the Authority's own making (whatever the cause and regardless of whether it involved previous delays or shortage of resources, etc.) shall not in itself justify exemption. Any contract entered into under this exemption must not be for a term of more than 6 months
 - 13.1.5 Collaborative/Joint Purchasing – where another authority/public body is acting as 'lead buyer' and provided that the body awarding the contract can demonstrate that the arrangements comply with the requirements of Best Value, the requirement to undertake competition between providers and other applicable legislation. This includes any wider public sector agreements, eg. Crown Commercial Service contracts, etc.
 - 13.1.6 Sole source of supply – where suitable goods or services are genuinely only available from one supplier (eg. if patent, copyright or other exclusive design rights exist). Similarly, for any highly specialised/niche services where, for all practicable purposes, no realistic alternative source of supply exists.
 - 13.1.7 Reasons of compatibility – if compatibility with existing goods, equipment or services is essential and where they cannot be sourced from another supplier (eg. spare parts/components for existing equipment) or where additional units are being purchased to match existing equipment and there is an overwhelming case for matching the existing items on the grounds of functionality, aesthetics, etc.
 - 13.1.8 An agreement to delegate a function of the Authority to another local authority under section 101 or 102 of the Local Government Act 1972.
 - 13.1.9 Other justifiable reason for exemption, approved by the relevant officers pursuant to clause 13.2 below.
- 13.2 Requests for exemption from Standing Orders should be submitted in writing and using the form in Appendix 1, signed by the Officers below according to the estimated value. In all instances the exemption should be sent to the Chief Finance Officer and Monitoring Officer for approval and retention.
- 13.2.1 Where the estimated value is up to £30,000, the relevant Head of Service or Moors for the Future Partnership Manager;
 - 13.2.2 Where the estimated value is over £30,000 but below £50,000, a business case agreed with the relevant Head of Service or Moors for the Future Partnership Manager and the Chief Finance Officer;
 - 13.2.3 Where the estimated value is over £50,000 but below £150,000, a business case consulted with the Resources Management Meeting;
 - 13.2.4 Where the estimated value is over £150,000, the relevant Committee.
- 13.3 The above procedure for seeking authority for exemptions does not apply to expenditure required in genuine emergencies or urgent situations where, in the opinion of the Officer

dealing with the situation and acting in good faith, it would not be possible or practicable to do so. If expenditure is to exceed £1,500, the Officer should first seek the agreement of another Officer before incurring the expenditure.

Glossary

In this Part 2 of Standing Orders, the following terms have the following meanings:

- 1.1 'Suppliers List' means a list of suitable Contractors drawn up under Standing Order 3 of this Part 2;
- 1.2 'Asset Disposal Procedure' means the procedure adopted by the Authority for the disposal of assets;
- 1.3 'Authorised Officer' means:
 - (1) the Chief Executive
 - (2) any Head of Service
 - (3) any Officer of the Authority duly authorised by the Chief Executive in accordance with the Schedule of Delegated Authorities to sign Orders or Contracts on behalf of the Authority;
- 1.4 'Below-threshold Contract' means a contract with an estimated value of below the current PA 2023 Thresholds;
- 1.5 'Below-threshold Tender Notice' means a notice required to be published in accordance with s87(1) PA 2023 and Regulation 24 PR 2024;
- 1.6 'Below-threshold Contract Details Notice' means a notice required to be published in accordance with s87(3) PA 2023 and Regulation 36 PR 2024;
- 1.7 The term 'Contract' shall apply to all agreements, including Orders, between the Authority and one or more person(s) for the supply and/or disposal of goods, materials or services, the execution of works, the use of consultants, or for the hire, rental or lease of goods or equipment, irrespective of value, but shall exclude contracts of employment or for the sale and purchase of any interest in land;
- 1.8 'Contractor' means the person, company, organisation, consultant or supplier undertaking the supply of goods or services or execution or works.
- 1.9 'Framework Agreement' and 'Open Framework' means a formal tendered agreement that sets out the terms and conditions under which specific purchases can be made throughout the term of the agreement from the successful tenderer in unpredicted quantities at various times during the period that the agreement is in force;
- 1.10 'FTS' means Find a Tender Service, the UK e-notification service: <https://www.find-tender.service.gov.uk>
- 1.11 'Head of Service' is an officer who reports directly to the Chief Executive (i.e. is subject to an Appraisal by the Chief Executive).
- 1.12 'Order' means an official order issued by the Authority containing the Authority's relevant standard terms and conditions which authorises or guarantees payment for the supply of goods, materials or services, or for the execution of works;
- 1.13 'PA 2023' means the Procurement Act 2023

- 1.14 'PR 2024' means the Procurement Regulations 2024
- 1.15 'PCR 2015' means the Public Contracts Regulations 2015
- 1.16 'Procurement Laws' means the PA 2023, the PA 2024 and the PCR 2015
- 1.17 'Quotation' means a written offer made in respect of the supply and/or disposal of goods, materials or services, or for the execution of works;
- 1.18 'SME' stands for 'small and medium-sized enterprise' and means; suppliers that –
- (a) have fewer than 250 staff, and
 - (b) have a turnover of an amount less than or equal to £44 million, or a balance sheet total of an amount less than or equal to £38 million;
- 1.19 Statutory Officers means the Head of Paid Service, the Chief Finance Officer and the Monitoring Officer
- 1.20 'Tender' means a sealed bid for the supply and/or disposal of goods, materials or services, or for the execution of works, made in accordance with the provisions of the Tendering Procedures;
- 1.21 'Tendering Procedures' means the provisions set out in clause 8 of this Part 2 of Standing Orders;
- 1.22 'Thresholds' and 'PA 2023 Thresholds' means the thresholds for public advertisement of goods, works and services contracts as provided for in the PA 2023 and advised by the Government.
- 1.23 'VCSE' stands for 'voluntary community and social enterprise' and means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
- 1.24 'Written Contract' means a formal contract document, drafted or approved and signed by the Authority Solicitor, Senior Lawyer or Chief Executive, containing a full statement of all the terms and conditions to be applied to the Contract.

Request for Exemption Form

| | | |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|------------|
| To: <i>(Name of relevant Head of Service/ Partnership Manager/ RMM/ Committee approving exemption)</i> | | |
| From: <i>(Name of Officer registering this exemption)</i> | | |
| Name of contract: <i>(to be exempted from the recognised procurement methods within the Contract Standing Orders)</i> | | |
| Purpose of Contract | | |
| Proposed Contract period: | From: | To: |
| Total Contract Value £ | | |
| | | |
| Category of Exemption | Justification | |
| Partnership arrangement | | |
| Works orders placed with utility companies | | |
| Genuine Emergencies | | |
| Urgency not of the Authority's own making | | |
| Collaborative/Joint Purchasing <i>(state name of lead purchasing authority)</i> | | |
| Sole source of supply | | |
| Reasons of compatibility | | |
| Delegation of function | | |
| Other Reason (please state): | | |
| Please Attach supporting evidence | | |
| In accordance with the Standing Orders I certify that the information given is accurate | | |
| Signed: | [SIGNATORY @ 13.2.1-13.2.4 above] | |
| Date: | | |
| Please send the completed Registration of Exemption form for approval to the Chief Finance Officer and the Monitoring Officer. | | |
| Exemption Approved by: | [Chief Finance Officer & Monitoring Officer] | |
| Date: | | |

TABLE OF PROCUREMENT METHODS

APPENDIX 2

| Estimated Value | Authorisation Required | Procurement Method | Evaluation Approval | Format | Publication of Opportunity | Publication of Contract | Exemption Request signed by |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Up to £500 | Authorised Officer (rule 1.3) | No formal requirement (rule 6.1.2) | N/A | Order or Contract (rule 6.9) | No | No | N/A |
| £501 to £5,000 | Authorised Officer (rule 1.3) | At least one written Quotation must be obtained (rule 6.1.2) | Authorised Officer (rule 6.6) | Order or Contract (rule 6.9) | No | No | Head of Service or Moors for the Future Partnership Manager (rule 13.2.1) |
| £5,001 to £30,000 | Authorised Officer (rule 1.3) | At least three written Quotations must be requested (rule 6.1.2) | Head of Service or Moors for the Future Partnership Manager (rule 6.6) | Order or Contract (rule 6.9) | No | Yes – PDNPA Website (rule 6.13) | Head of Service or Moors for the Future Partnership Manager (rule 13.2.1) |
| £30,001 to £50,000 | Business case agreed with Head of Service or Moors for the Future Partnership Manager and Chief Finance Officer (rule 1.3) | Tender process (rule 8) | Head of Service or Moors for the Future Partnership Manager in consultation with Finance Manager if lowest priced or highest scoring tender, otherwise CEO (rule 8.5.5.2 and 8.5.7) | Written Contract (rule 9) | Yes – PDNPA Website and FTS (rule 8.1) | Yes – PDNPA website and FTS (rule 10.1 & 10.3) | Business case agreed with Head of Service or Moors for the Future Partnership Manager and Chief Finance Officer (rule 13.2.2) |
| £50,001 to £150,000 | Business case consulted with Resources Management Meeting (rule 1.3) | Tender process (rule 8) | Head of Service or Moors for the Future Partnership Manager in consultation with Finance Manager if lowest priced or highest scoring tender, otherwise CEO (rule 8.5.5.2 and 8.5.7) | Written Contract (rule 9) | Yes – PDNPA Website and FTS (rule 8.1) | Yes – PDNPA website and FTS (rule 10.1 & 10.3) | Business case consulted with RMM (rule 13.2.3) |
| Above £150,000 but below PA 2023 Thresholds | Committee (rule 1.3) | Tender process (rule 8) | Head of Service or Moors for the Future Partnership Manager /CEO in consultation with Chair of | Written Contract (rule 9) | Yes – PDNPA Website and FTS (rule 8.1) | Yes – PDNPA website FTS (rule 10.1 & 10.3) | Committee (rule 13.2.4) |

Peak District National Park Authority Handbook

| | | | | | | | |
|--------------------------|----------------------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------|-----------------------------------------------------|-------------------------|
| | | | Committee (rule 8.5.5.3) | | | | |
| Above PA 2023 Thresholds | Committee (rule 1.3) | PA 2023 and Procurement Laws must be fully complied with (rule 11) | Head of Service or Moors for the Future Partnership Manager /CEO in consultation with Chair of Committee (rule 8.5.5.3) | Written Contract (rule 9) | Yes – PDNPA Website and FTS (rule 8.1 & 11) | Yes – PDNPA website and FTS (rule 10.1 & 10.3 & 11) | Committee (rule 13.2.4) |