

## Report of: Head of Finance & Fundraising

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### **Subject: Standing Orders relating to Contracting & Procurement procedures – Revision for Procurement Act 2023**

**Decision Required: Yes**

**Recommendation:**

The Authority is recommended to:

- a. Adopt the revised Contract Standing Orders (CSO) dated July 2025 (Appendix B).

### **1. Key Messages**

The Authority's Contract Standing Orders have been updated to reflect the new UK Procurement Act 2023 (PA23) which came into force on 24<sup>th</sup> February 2025. A summary of the key changes is listed in the Appendix A.

In Wales, there are additional responsibilities included in the [\*Social Partnership and Public Procurement \(Wales\) Act\* 2023](#) which aims to improve the well-being of people in Wales by creating a legislative framework that places greater emphasis on socially responsible public procurement, fair work and social partnership working.

Any procurement which started before 24 February 2025 continued to follow the current regime (Public Contracts Regulations 2015, Utilities Contracts Regulations 2016, etc.). This included contracts that were advertised or where engagement with suppliers had started. Contracts awarded under the old rules remain valid and will not need to be reprocured. Their contract management, performance, and modifications will continue under the old rules until expiry—unless materially changed, in which case new rules may apply depending on timing.

### **2. Background**

The Procurement Act 2023 has introduced significant legal and procedural changes to how public procurement is conducted in the UK. As our current standing orders are based on old regulations (such as the Public Contracts Regulations 2015 and European Law), they have become outdated and non-compliant.

- The Procurement Act 2023 replaces previous EU-derived procurement rules.
- Local authorities and public bodies are legally required to follow the new processes.
- Continuing to use outdated procedures could expose our organisation to legal risk and challenge.

The Act introduces:

- A single, simplified regime for public procurement.
- New procurement routes such as the competitive flexible procedure.
- New principles like public benefit and value for money, in addition to the traditional transparency and fairness principles.

The standing orders have therefore been updated to:

- Reflect new processes.
- Remove references to superseded procedures (e.g. Open/Restricted under PCR 2015).
- Use the new terminology and structure provided in the Act.

### **3. Consultation**

As this is a legal document, professional advice was sought from procurement specialists Barcud Shared Services (Astari), our internal auditors. A joint exercise was carried out with Bannau National Park Authority to update our existing Standing Orders and ensure compliance with the Procurement Act 2023. (PA 2023).

### **4. Strategic Policy Context**

The information and recommendation contained in this report ensure compliance with legal requirements as well as meeting the following measures in the Authority's Code of Corporate Governance:

- 4.1 Allow the management of risks and performance through robust internal control and strong public financial management.
- 4.2 Enable the implementation of good practices in transparency, reporting, and audit to deliver effective accountability.
- 4.3 Ensure our procurement processes are compliant.
- 4.4 Encourage procurement to deliver maximum impact in line with NPA socially responsible procurement (link below):

<https://www.pembrokeshirecoast.wales/wp-content/uploads/2024/10/Report-41-24-Procurement.pdf>

The Procurement Act 2023 stipulates that Contracting Authorities when carrying out a procurement, must have regard to the importance of the following:

- (a) delivering value for money.
- (b) maximising public benefit.
- (c) sharing information for the purpose of allowing suppliers and others to understand the authority's procurement policies and decisions.
- (d) acting, and being seen to act, with integrity.

## 5. Risk and Compliance Considerations

Using outdated standing orders could:

- Lead to procedural errors.
- Open the door to legal challenges or audit findings.
- Risk contract awards being declared invalid.

The Authority's CSO's have therefore been updated to reflect the changes. Training of staff is scheduled with specific reference to the Authority's CSOs, Socially Responsible Procurement Strategy and Procedures.

## 6. Welsh Language Impacts

The Procurement Act 2023, together with the Procurement (Wales) Regulations 2024 and the Social Partnership & Public Procurement (Wales) Act 2023, places new emphasis on the Welsh language within public contracts.

### 1. Social & Cultural Objectives Built Into Procurement

- Welsh contracting authorities must set and meet socially responsible procurement objectives aligned with the Well-being of Future Generations Act, explicitly including "*promoting and facilitating the use of the Welsh language*".
- This elevates Welsh language use from optional to a measurable procurement priority.

### 2. Model Clauses in Contracts

- For large construction or outsourcing contracts (over £2 million), authorities are required to *consider adding model clauses* that support Welsh language use in their chains.
- These model clauses are to be reinforced through statutory guidance.

### 3. Statutory Guidance & Reporting

- Welsh Government and Ministers will issue statutory guidance on *how* Welsh language should be promoted and monitored in procurements.
- Authorities must publish an annual "socially responsible procurement report" detailing the steps they took, including Welsh language impacts.

### 4. Tender Documentation & Language Choices

- While not mandatory to issue tenders in Welsh, when the *subject matter* or *audience* suggests, authorities must include Welsh-language tender documents and state that responses in Welsh are accepted.
- Translation services and bilingual evaluation processes are also expected.

### 5. Consistency with Welsh Language Standards

- These procurement measures link closely with the Welsh Language Standards (2011 Measure and 2023 Regulations), which require public bodies to treat

Welsh no less favourably in communications, events, forms, documents and signage [en.wikipedia.org+4legislation.gov.uk+4gwent.pcc.police.uk+4](https://en.wikipedia.org+4legislation.gov.uk+4gwent.pcc.police.uk+4).

- Procurement is now another avenue where those standards must be observed and enforced.

## **8. Conclusion**

To ensure regulatory compliance, the Authority is recommended to adopt the revised Contract Standing Orders (CSO).

## **9. List Background Documentation:**

[Procurement Act 2023](#)

[Procurement Act 2023: guidance documents | GOV.WALES](#)

[Procurement Act 2023 - Guidance documents - GOV.UK](#)

[Procurement Act 2023 | GOV.WALES](#)

[Social Partnership and Public Procurement \(Wales\) Act 2023](#)

(For further information please contact [catrine@pembrokeshirecoast.org.uk](mailto:catrine@pembrokeshirecoast.org.uk))

## **APPENDIX A - Key Changes of UK Procurement Act 2023**

The Procurement Act 2023 introduces a major overhaul of the UK's public procurement system, moving away from EU-derived rules and aiming to create a more transparent, efficient, and flexible regime. Below is a summary of the key changes:

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### **1. Simplification of Procurement Regulations**

- The Act consolidates the four main procurement regimes (Public Contracts, Utilities, Concessions, and Defence) into a single unified framework (with some carve-outs).
  - It removes the previous EU procedures (e.g., Open, Restricted, Competitive Dialogue) and introduces new, more flexible processes.
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### **2. New Procurement Procedures**

- Two main procedures replace the old ones:
    - Open Procedure: For straightforward procurements.
    - Competitive Flexible Procedure: A new, highly adaptable process where contracting authorities design their own competition structure, subject to transparency and fairness rules.
  - Direct awards (without competition) have updated rules and justifications.
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### **3. Greater Transparency**

- Introduction of a "Transparency by default" approach:
    - More notices required throughout the procurement lifecycle (e.g., planning, award, contract modifications, performance).
    - Creation of a single digital platform for procurement data (central register).
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### **4. New Principles**

Replaces the EU Treaty principles with UK-specific ones:

- Value for money
- Public benefit
- Transparency
- Integrity

- Fair treatment of suppliers

These must be observed throughout the procurement process.

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## 5. Supplier Debarment & Performance

- Establishes a central debarment register for excluded or excludable suppliers (e.g., due to misconduct, poor performance).
  - Contracting authorities must publish KPIs and report on supplier performance.
  - Poor performance can lead to mandatory or discretionary exclusion from future contracts.
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## 6. Pipeline and Planning Requirements

- Contracting authorities must publish a procurement pipeline if their anticipated spend exceeds certain thresholds.
  - New transparency notices must be issued at various stages (planning, tendering, award, contract performance, contract changes, contract end).
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## 7. Remedies and Challenges

- Changes to how suppliers can challenge procurement decisions, including revised timelines and procedures.
  - New standstill periods and transparency obligations impact how awards can be lawfully concluded.
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## 8. Thresholds and SME Access

- Updated contract value thresholds.
  - Focus on encouraging SME participation, with new tools like improved pre-market engagement and reduced bureaucracy.
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## 9. National Security and Exclusions

- More detailed rules on exclusion of suppliers for national security or ethical concerns.
  - Strengthened powers for investigations and enforcement.
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## **APPENDIX B – PCNPA Contract Standing Orders July 2025**



**STANDING ORDERS**  
**relating to**  
**Contracting Procedures**

*Issued July 2025*

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**Note**

The Procurement Act 2023 introduces a single set of regulations for all public procurement within the UK, significantly changing how the public sector purchases goods, works, and services.

The Procurement Regulations 2023 made provision about the public procurement regime under the Act. It required transparency under the Act, by requiring significant amounts of information for contractors and other applicants seeking a contract. On 24 February 2025, the rules that shape how public bodies buy goods and services changed. The Procurement Act 2023 will improve and streamline the way procurement is done, and benefit prospective suppliers of all sizes, particularly small businesses, start-ups and social enterprises.

[The Procurement Act - a summary guide to the provisions - GOV.UK](#)

[Procurement Act 2023: guidance documents - Sell2Wales](#)

**NB All Tenders must now be advertised including VAT. All thresholds include vat in this document.**

## Standing Order No.1 - Application and interpretation of Standing Orders

### Application

The objective of these Standing Orders is to ensure that the Authority enters contracts for the supply and/or disposal of goods, materials and services or for the execution of works, on terms that offer best value to the Authority through the application of sustainable, ethical, consistent, and transparent practices and procedures. The Procurement Act 2023 (PA23) The act aims to simplify the procurement process, increase transparency and facilitate SME participation for the purchase of all goods works and services.

- 1.1 The entry into such contracts shall always be subject to these Standing Orders, and the Financial Standards and relevant Financial Procedures and Work Instructions of the Authority.
- 1.2 A major contract in the context of these Standing Orders is defined as any contract with a value exceeding £30,000 (vat inclusive).
- 1.3 Orders and Contracts shall comply with the Authority's Financial Standards with regards to authorisation for awarding expenditure:

	<b>Up to £12,000</b>	<b>Up to £30,000</b>	<b>Up to £60,000</b>	<b>Over £60,001</b>
Approval	Budget Holder/Departmental manager	Head of Service	Director	Chief Executive

These limits also apply to purchase card holders where in addition, credit card limits are restricted to £2k with any temporary variation approved by the Head of Finance & Fundraising.

- 1.6 The Chief Executive, after consultation with the Head of Finance & Fundraising, may from time to time amend these Standing Orders to correct an obvious error, to reflect changes in the law, to reflect changes in the Authority's Standing Orders or establishment, or to reflect PA23 thresholds
- 1.7 These procedures do not apply:
  - Where the proposed Contract is for the supply of services, or the execution of works undertaken by the Authority's own staff.
  - Grants awarded by the Authority.

## Interpretation (see also Glossary)

### 1.8 For the purpose of these Standing Orders:

- “Authorised officer” means an officer of the Authority formally recognised as an Authorised Signatory in accordance with the Financial Standards.
- “budget holder” means the officer of the Authority responsible for the day-to-day management of a project or department
- the term “contract” shall apply to all agreements by or with the Authority and one or more parties for the supply or disposal of goods, materials or services or for the execution of works **but shall exclude** contracts of employment or for the sale or purchase of any interest in land or buildings.
- A “tender” means an electronic or sealed bid to supply or receive goods, materials or services or for the execution of works which may only be amended and/or varied in accordance with the provisions of these Standing Orders; The use of Sell2Wales (post box) portal for the advertisement and reception of tenders electronically

### Standing Order No.2 - 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. When calculating the estimated value of the contract to determine whether the PA23 apply, the contract value estimation should be inclusive of VAT.
- 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 to circumvent the application of any part of these Standing Orders, the Procurement Act 2023 or UK Regulations. However, the PA23 activity encourages dividing tenders into Lots allowing SMEs to bid.
- 2.4 Contracts which are each of a value below the relevant PA23 Threshold may nevertheless be subject to full PA23 Public Procurement Directives tendering requirements, 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 15 of these Orders. If any proposed variation brings the total value of a contract over the relevant PA23 Threshold, a new tender will be required (including placing of notices in the PA23). 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.

<p style="text-align: center;"><b>Standing Order No.3 - Compliance with Standing Orders and Procurement Act 2023 (PA23)</b></p>
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- 3.1 Every contract made by the NPA or by a Committee or officer acting on their behalf shall comply with these standing orders unless an exemption has been given in accordance with paragraph (3.5) of this Order.
- 3.2 Every such contract shall comply with the Procurement Act 2023 and with any relevant legislation of the UK Government for the time being in force in the United Kingdom.
- 3.3 The provisions of these standing orders are subject also to such Directives as are issued from time to time by the PA23 relating to public works supply and service contracts. Specifically, the thresholds for Supplies, Works and Services” must be adhered with. These may be accessed via  
[Guidance - Thresholds.pdf](#)  
[Guidance: Thresholds \(HTML\) - GOV.UK](#)
- 3.4 Exemption from any of the following provisions of these standing orders may be made by direction of the NPA or a Committee duly authorised in that behalf, where they are satisfied that the exemption is justified in the special circumstances determined.
- 3.5 Every exemption made by the direction of a Committee to which the power of making contracts has been delegated shall be reported to the NPA on an annual basis, with full explanation of the reasons supporting the decision.
- 3.6 A record of any exemption made in accordance with paragraph (Standing order 16) of this Order shall, if not made in the minutes of the NPA, be made in the minutes of the Committee of which the exemption is made. Records shall be maintained by the Democratic Services Team.
- 3.7 In connection with procurement in general, informal contact between the Authority and suppliers or potential suppliers is permitted but negotiations shall be subject to documentary evidence being retained of all such discussions and outcome.

- 3.8 Tender analysis criteria/weightings shall be agreed in advance of tenders being issued. The tenderers shall be advised of the criteria/weighting and any additional information necessary to provide the tender.
- 3.9 A Contract Award Notice must be published on Sell2Wales providing full details of the Award, as soon as practicable. Except where a framework has been utilised for an outside provider.

#### **Standing Order No.4 - Engagement of Consultants Supervising Contracts**

- 4.1 It shall be a condition of the engagement of the services of any architect, engineer, surveyor or other consultant, who is to be responsible to the Authority for the supervision of a contract on its behalf, that in relation to that contract the consultant shall:
- Comply with the Authority's Financial Standards and Standing Orders
  - Produce all the records maintained by the consultant, on request of the Authority
  - On completion of the service period, transmit all records to the Authority.
  - Ensure the appropriate levels of insurance are in place i.e. public indemnity

#### **IR35 "Employment" Test**

IR35 is an HMRC 'off-payroll' working rule that ensures that contractors providing their services to NPA, pay broadly the same tax and National Insurance contributions to HMRC as employees employed directly through NPA payroll, where conditions of an IR35 test apply.

At the start of the Contract, an IR35 "Employment" Test will be carried out using the Government HMRC employment status check (<https://www.gov.uk/guidance/check-employment-status-for-tax>). This should be retested annually or sooner if there has been a change or extension to an existing contract, or due to any changes in IR35 rules. The Contractor and the relevant Head of Service or Director are responsible for answering the questions and ensuring that the submitted information is true and accurate. After completing the test, a copy must be submitted to Finance and Organisational Development for validation to provide assurances to the IR35 conditions and to challenge any misinformation.

## Standing Order No.5 -Procurement Methods

5.1 The procurement method to be used is dependent upon the estimated value of the contract. The table below summarises the various procurement methods:

Estimated value (inc. vat)	Procurement Method	Details	Format
Up to £1,200	No formal requirement	Link/attach any documentation if available to the Order (achieve value for money)	Order or Contract
£1,201 to £12,000	Request for Quotation	At least one written Quotation must be obtained	Order or Contract
£12,001 to £30,000	Request for Quotation	At least three written Quotations must be requested	Order or Contract
Above £30,001 but below PA23 Thresholds	Tender	At least three Tenders must be Invited Above £30k - should be advertised on Sell2Wales	Written Contract
Above PA23 Thresholds	PA23 compliant Tender	Must comply Procurement Act 2023	Written Contract
Any	Existing Framework Agreement	Must ensure that the Framework is compliant with relevant regulations and the Authority's procedures	Written Contract

See the attached link for guidance on thresholds:

[Guidance: Thresholds \(HTML\) - GOV.UK](#)

### Wales: Additional Considerations

In addition to the UK-wide thresholds, the Procurement Act 2023 (Wales) Guidance on Thresholds highlights the following:

- For devolved Welsh authorities (DWAs), a "notifiable below-threshold contract" is a regulated below-threshold contract with an estimated value above £30,000 (inclusive of VAT). Any contract valued above this threshold will require a contract details notice to be published by all DWAs.
- If a Welsh central government authority (CGA) is procuring under a reserved procurement arrangement, such as a Framework or Dynamic Market established by Crown Commercial Services, the below-threshold value that would apply is £12,000 (inclusive of VAT).

- The Social Partnership and Public Procurement (Wales) Act 2023 (SPPP Act) places a socially responsible procurement duty on Welsh contracting authorities and introduces additional duties for "prescribed contracts" and "major construction contracts" (public contracts that are works contracts with an estimated value of no less than £2,000,000 inclusive of VAT).
- 5.2 For the avoidance of doubt, the Authority, statutory officers, or a Director 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 Pre-Tender Discussions-
- In identifying and assessing markets for tendering the authorised Officer:
- May consult with potential Suppliers prior to the issue of the Invitation to Tender regarding general terms to ascertain what is available in the marketplace and to appraise various levels of specifications, provided this does not prejudice any potential Tenderer.
  - Must not seek or accept technical advice on the preparation of an Invitation to Tender or Quotation from any supplier who may have a commercial interest in tendering for the work if this may prejudice the equal treatment of all potential Tenderers or distort competition.
- 5.5 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, legal advice shall be obtained before any such action is resolved or taken.
- 5.6 Where the procurement method used is a Tender, the exercise may be conducted electronically through [www.Sell2Wales.gov.wales](http://www.Sell2Wales.gov.wales).

## Standing Order No.6 - Procurement Procedures for Contracts under £30,000 Quotations

6.1 Where the estimated value of a proposed Contract exceeds £1,200 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 Agreement available, either its own or accessible to the Authority, e.g. Welsh Government / National Procurement Service / other public sector authority, that Framework Agreement may be used. Where there are valid framework agreements available and the expenditure is relevant to that framework agreement, the framework must be used in accordance with the guidance provided by the provider. The use of such framework agreement is mandatory

6.1.2 Where no Framework Agreement is available:

- i) Where the value of spend is over £12,000, a minimum of 3 written quotations should be obtained from at least three suitable suppliers
- ii) Where the value of spend is over £1,200, but less than £12,000, one written quotation should be obtained from at least one suitable supplier
- iii) Where the value of spend is under £1,200 evidence must be provided that value for money has been achieved. Value for Money is about ensuring every £1 spent delivers the maximum impact in line with NPA socially responsible procurement (links below):



Socially Responsible  
Procurement Strategy



Socially Responsible  
and Sustainable Procurement

<https://www.pembrokeshirecoast.wales/wp-content/uploads/2024/10/Report-41-24-Procurement.pdf>

- iv) Suppliers providing quotations must be able to offer best value to the Authority in terms of supporting the Procurement Strategy. Where there are less than three suitable suppliers, or where less than three quotations are obtainable, then specific approval to proceed shall be obtained from the relevant Head of Service.
- iv) The procuring officer (i.e. the officer requiring the goods/services) shall keep a record of the criteria for identifying suitable suppliers, and a record of the criteria for selecting the successful quotation

For the avoidance of doubt, copies of up-to-date trade catalogues and websites count as written quotations. SO6.3 to SO6.5 do not apply where quotations are taken from trade catalogues or websites, but proof of comparison must be retained to evidence best value.

6.2 Aggregated value of contracts:



- 6.2.1 Where there is no suitable Framework Agreement or Approved List, if, in any 12 month period, two or more contracts below the value of £12,000 are awarded to the same Contractor by the Authority with an aggregated value of £12,000 or more, or the proposed contract takes the value over £12,000, no further contract can be awarded to that Contractor without inviting at least 3 written Quotations.
- 6.2.2 Where there is no suitable Framework Agreement, 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 procuring 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 written 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 procuring 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 should be a minimum of two weeks (10 working days) for suppliers to respond.
- 6.5 Quotations should be opened at the same time where possible after the due date and witnessed and recorded by a budget holder and relevant Head of Service, 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 £12,000 evaluation of the Quotations should be carried out by the relevant Head of Service and the result recorded and attached to the PO when raised.
- 6.7 It shall be permissible to enter a Contract not exceeding £30,000 in value based on an Order alone. An Order should, as a minimum, define cost, goods, delivery and timescales. The Authority’s standard terms and conditions should be incorporated into or attached to all Orders.
- 6.8 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

unique, unusual or bespoke services, supplies or works are to be provided to use a written contract to ensure that the Authority is adequately protected. Legal advice should be sought in such circumstances.

- 6.9 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 these Orders must be followed.
- 6.10 Where Written Contracts are used, signed original Contracts must be securely retained by the procuring officer.
- 6.11 The following details must be added to the **Authority's Contracts Register** in respect of all Contracts and Orders exceeding £12,000 in value on the day of the award of Contract:
- 6.11.1 the Contract reference number
  - 6.11.2 the title of the agreement
  - 6.11.3 the department responsible
  - 6.11.4 the name of the Contractor
  - 6.11.5 a summary of the works to be executed or the goods and services supplied
  - 6.11.6 the Contract duration
  - 6.11.7 the sum to be paid over the length of the contract or the estimated annual spending or budget for the contract
  - 6.11.8 start, end and review dates
  - 6.11.9 whether the contract was the result of an invitation to quote or a published invitation to tender, and
  - 6.11.10 whether the supplier is an SME or VCSE and any relevant registration number.

This will be retained centrally (Teams) and updated by the relevant of Head of Service or procuring officer.

<p style="text-align: center;"><b>Standing Order No.7 -Procurement Procedures for Contracts over £30,000 Tendering</b></p>
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- 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 Agreement available, either its own or accessible to the Authority, e.g. Welsh Government / National Procurement Service / other public sector authority, that Framework Agreement may be used. Where there are valid framework agreements available and the expenditure is relevant to that framework agreement, the framework must be used in accordance with the guidance provided by the provider. The use of such framework agreement is mandatory

- ii) Where no Framework Agreement is available, the tender shall be advertised on [www.Sell2wales.gov.wales](http://www.Sell2wales.gov.wales). 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 7 of these Orders.

7.2 All Contracts exceeding £30,000 in value shall be in the form of a Written Contract and not based on an Order alone.

### 7.3 Under the New Procurement Act 2023

There are 2 procedures:

- Open procedure
- Competitive flexible procedure

All procurements must be advertised inclusive of VAT

A Debarment list needs to be adhered to.

Over threshold Contract notices must be updated.

The 30-day payment notices published twice annually.

Contract performance notices i.e. if KPIs are required, must be published.

Contract notices must be published for over threshold over £30k payments.

### 7.4 Open procedure

7.4.1 Notice inviting Tenders shall be placed on the [www.sell2wales.gov.uk](http://www.sell2wales.gov.uk) and may, where appropriate, be placed in relevant publications. The information included in the notice must comply with Sell2Wales' Contract Notice requirements

7.4.2 The invitation to tender documentation must state:

- The nature and purpose of the contract
- The closing date and time for the receipt of Tenders and the closing date and time for the submission of clarifications
- How and to whom any interested party is to respond if it wishes to be considered
- Any other requirements for participating in the procurement
- The reference number
- The title
- A description of the goods and/or services sought
- Start, end and review dates
- The department responsible
- That no Tender will be accepted unless it complies with the submission instructions included in the tender documentation
- That no name, mark or wording which might indicate the sender should appear on the cover of the special envelope bearing the Tender

- That Tender envelopes should bear the correct postage, be properly sealed and addressed to the Head of Finance & Fundraising, or if using [www.sell2wales.gov.uk](http://www.sell2wales.gov.uk), delivered in accordance with the requirements of that system
- 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
- That late tenders will not be accepted
- The evaluation criteria to be adopted for the Contract. These must be capable of objective assessment, reflect the requirements of the specification, include price and other relevant factors, and be weighted by relative importance
- That the Authority does not bind itself to accept the lowest or any Tender
- That failure to comply with any of the foregoing requirements may render a Tender liable to disqualification.

## 7.5 Competitive Flexible Procedure

There are no rules regarding when you should use the competitive flexible procedure rather than the open procedure. The Competitive Flexible Procedure may be suitable for:

- Standard requirements: common / off the shelf requirements where a large market exists and an initial participation stage (previously known as selection stage) is needed to limit the number of suppliers submitting tenders
- Simple requirements: where requirements are clear and low risk, but engagement with suppliers as part of the process would be beneficial in delivering better value for money
- Niche requirements: where the requirement is of a specialist nature although a limited market does exist so there is no need to reduce the number of suppliers, but engagement with suppliers would be beneficial in helping them to understand the requirement or help the contracting authority to better understand the supplier's solution
- Complex requirements: where negotiations or dialogue with suppliers would be beneficial in helping them understand the requirements and/or to deliver better value for money and innovation
- Innovative procurements: when the contracting authority may not want to limit the market through an early participation stage without first reviewing the product, technology, or software being supplied. This would be especially useful in situations when a prototype or other form of practical demonstration is necessary

- Research and Development: when contracting authorities need to run a process to identify a new solution and may want to be able to procure the 'end result' of an R&D exercise without having to start a new procurement procedure.
  - Design competitions / contests: for town and country planning, architecture and engineering, or data processing, where several stages may be needed to reach a final solution
- 7.6 Frameworks PA23: Closed frameworks remain the same, open for a maximum of 4 years, (unable to add new suppliers). The new Open framework can run for up to 8 years and must be at a minimum, reopened after a period of 3 years. (the process can still have the option of a mini competition or direct award).
- 7.7 Dynamic Markets now replace Dynamic Purchasing Systems.
- 7.8 Direct Awards PA23, replace the VEAT system. Contracts can only be direct awarded pre award of contract.
- 7.9 Any relevant tender documents shall be made available free of charge upon application or available electronically through [www.sell2wales.gov.wales](http://www.sell2wales.gov.wales).
- 7.10 Where the estimated value of a proposed Contract exceeds the PA23 Thresholds, the procedures required by the PA23 must be complied with, including publication of the advertisement on Sell2Wales, and officers should consult with the Head of Finance & Fundraising to determine the method of procurement.

<b>Standing Order No.8 - Framework Agreements and Approved Lists</b>
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- 8.1 The Authority may use any Framework Agreement available, either its own or accessible to the Authority, e.g. Welsh Government / National Procurement Service / other public sector authority. Any Director may compile and maintain Approved Lists of contractors for supplies, services or works, within their area of responsibility. Where there are valid framework agreements available and the expenditure is relevant to that framework agreement, the framework must be used in accordance with the guidance provided by the provider. The use of such framework agreement is mandatory
- 8.2 Approved Lists:
- 8.2.1 shall be established following an advertised competitive process
  - 8.2.2 shall contain the names and addresses of all providers who meet the Approved List criteria.
  - 8.2.3 shall indicate the nature and value of contracts for which the contractors listed may be used. The value of any contract entered may not exceed the relevant PA23 Threshold.

- 8.2.4 shall be reviewed and re-established at least every three years.
- 8.3 A contractor may be removed from an Approved List should their circumstances change, to the extent that they no longer meet the criteria for inclusion in the Approved List.
- 8.4 Any contractor may, by giving written notice, withdraw from any Approved List
- 8.5 No contractor can be added to an Approved List except in accordance with the procedure in clause 8.2.
- 8.6 In addition, Directors, with the assistance of the Head of Finance & Fundraising, may set up a Framework Agreement in line with Procurement Act 2023, where applicable, with one or more suppliers of goods, works and services.
- 8.7 When advertising for Framework Agreements the advertisement must indicate:
- 8.7.1 That it is a closed framework which is being tendered
  - 8.7.2 The duration of the arrangement (which must not exceed 4 years). New regulations allow an open framework up to 8 years, but must be reopened to new bidders after 3 years.
  - 8.7.3 The expected maximum number of suppliers
  - 8.7.4 The total estimated value of the contracts to be covered by the arrangement
  - 8.7.5 The award criteria for choosing suppliers and subsequent criteria for placing orders
- 8.8 The estimated value in relation to Framework Agreements is the estimated maximum value over its lifetime. This must be carefully considered in the context of the PA23 Thresholds.
- 8.9 In any case where a Framework Agreement is in place:
- 8.9.1 Subsequent 'call-offs' from that Framework Agreement must not contain substantial amendments to the original terms of the agreement
  - 8.9.2 Orders to be placed against a known price or one indexed by price indices do not require further competition
  - 8.9.3 Unless determined by a specific framework agreement, (in circumstances when a supplier can be appointed directly), where the price has not been specified an order can only be placed if a 'mini competition' is held between at least three of the Framework contractors (applying the relevant Standing Order from these Orders, dependent on the value of the Framework Contract).
  - 8.9.4 New contractors may not be added to the Framework Agreement. If new contractors are required, a new tender process must be pursued.
- 8.10 Where there is no Approved List or Framework Agreement, an Authorised Officer shall use an approved tender procedure in accordance with these Standing Orders.

## **Standing Order No.9 - Receipt, Custody and Opening Tenders**

- 9.1 With the exception of paper tenders. On receipt, in non-electronic exercises, all tender envelopes shall be endorsed with the time and date of receipt and kept secure and unopened in the custody of the Head of Finance & Fundraising until the time appointed for their opening.
- 9.2 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.
- 9.3. All Electronic Tenders received shall be opened at one time, by
- The Head of Finance & Fundraising or Finance officer, and one member of the Senior Management Team for contracts up to £50,000 estimated value
  - Two members of the Senior Management Team – for contracts up to £500,000 estimated value
  - One member of the Senior Management Team and one member of the Authority – for contracts exceeding £500,000 estimated value.
- 9.4 All tenders received shall be recorded in the Register of Tenders & Quotations. This register shall also include details of tenders issued but not returned. This is maintained by Finance.
- 9.5 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 award 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.
- 9.6 The procuring officer shall prepare a tender evaluation report, comparing all returned tenders in quantitative and qualitative terms. Where appropriate, the comparison between tenders should include both the capital and revenue implications. The evaluation report shall compare tenders returned against the pre-agreed criteria/weightings.
- 9.7 The opportunity must be given to the Head of Finance & Fundraising to assess whether a financial viability test is required prior to contract award. All tenderers must be vetted by the team Leader for technical competence.
- 9.8 Any tenderer known to have contravened legislation, and where concerns 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

- 9.9 Arithmetical corrections may be made by the procuring officer but shall be recorded and reported to the contractor in compliance with Standing Order 10.
- 9.10 The procuring officer's recommendation in the tender return report should be approved by the following in consultation with the Head of Finance & Fundraising:
- 9.10.1 Contracts under £30,000: Budget Holder & Head of Service
  - 9.10.2 Contracts over £30,000: Director
  - 9.10.3 Contracts over £50,000: Chief Executive
  - 9.10.4 Contracts over £150,000: Chief Executive Officer in consultation with Chair of appropriate committee  
(Note that this is subject to any requirements of any committee authorisation for the contract).

A copy of the authorisation should be given to the Head of Finance & Fundraising.

- 9.11 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.
- 9.12 Where scoring is being used, a tender other than the highest scoring shall only be accepted after the approval from the Chief Executive or a relevant Director. If scoring is not used, a Tender other than the lowest shall only be accepted after approval from the Chief Executive or a relevant Director.
- 9.13 If, following receipt or acceptance of Tenders, it becomes necessary to enter negotiations with any of the tenderers, legal advice must be sought before commencing such negotiations.



## **Standing Order No.10 - Adjustment of Tenders**

### **10.1 Civil Engineering Contracts using Institute of Civil Engineers (ICE) Form of Contract**

- a) All the tenders submitted will be arithmetically checked for extensions and summation and, if necessary, corrected. The summation of all the figures will be taken as the tender figure. The tenderer shall be advised of any alterations.
- b) where examination of tenders reveals errors or discrepancies in the rates which would affect the tender figure in an otherwise successful tender, the tenderer is to be given details of such error and discrepancies and afforded an opportunity confirming their rates or withdrawing the tender.

### **10.2 All Other Forms of Contracts**

- a) The following arrangements are to apply where the examination of tenders reveals errors or discrepancies which would affect the tendered price. The tenderer shall be given the opportunity to either:
  - Stand by the original tender, with the option of withdrawing; or
  - Stand by the original tender, with the option of revising it following the correction of the errors and discrepancies.
- b) If the tenderer opts to stand by the original tender, then an endorsement shall be added to the priced bill(s) indicating that all rates or prices (excluding primary items, contingencies, prime cost and provisional sums) inserted by the tenderer are to be considered as reduced or increased by the same proportion as a corrected total of priced items exceeds or falls short of such items. The endorsement shall be signed by both parties.

### **10.3 Where amendments increase the tendered contract price, the tender analysis shall be updated.**

### **10.4 The budget holder may adjust items within the tender document to deliver the contract within the finances available. All changes to be agreed with the contractor and signed by both parties.**

### **Standing Order No.11 - Nominated Sub-contractors and Suppliers and Contract sub-letting**

- 11.1 Where a sub-contractor or supplier is to be nominated to a main contractor, the sub-contractor shall be selected in accordance with these Standing Orders, where the value of the sub-contract exceeds £30,000. Where the value of the sub-contract is less than £30,000 then these Standing Orders do not apply, but the requirements of the Authority's Financial Standards must be adhered with.
- 11.2 No sub-letting of contracts shall be permitted unless specifically approved in advance by the Projects Officer or Head of Service who must be satisfied that the sub-contractor meets the due diligence requirements included in the Selection Criteria of the original tender.

### **Standing Order No.12 - Successful Tenderer**

- 12.1 The Authority shall require the successful tenderer to give sufficient security and demonstrate suitability for the performance of the contract and compliance with contract conditions including:
- Details of background and competence to carry out the contract including relationships or involvement with other contractors to ensure fair trading.
  - Appropriate financial checks such as bankers' references, accounts, written references to the satisfaction of the Head of Finance & Fundraising, Chief Executive or relevant Head of Service. Financial vetting may be required for all contracts exceeding £150,000 value and bonds may be required for all contracts exceeding £500,000 value.
  - Details of previous work record.
  - Evidence of satisfactory employer's and public liability insurance, and completion of the Authority's Contractors Insurance Questionnaire.
  - Performance bond or parent company guarantee if so requested.
  - Evidence of commitment and arrangements to secure satisfactory standards of health, safety and welfare, providing method statements and risk assessments where appropriate.
  - Details of any registration with a nationally recognised regulating body or its European equivalent appropriate to the work and any guaranteed schemes attached.

- Evidence of the qualifications of the workforce and status of supervisors in relation to their suitability and competence to carry out the contract

### **Standing Order No.13 - Form and Content of Contracts**

#### 13.1 Every contract shall:

- a) be in writing and signed by a member of the Senior Management Team. Standard Forms of contracting including JCT, ICE, NEC etc are recommended to be used.
- b) specify:
  - the goods, materials or services to be supplied and the work to be executed.
  - the price to be paid together with a statement as to the amount of any discount(s) or other deduction(s).
  - The contractor's proposal to deliver the goods, works or services together with the tendered pricing schedule.
  - the period(s) within which the contract is to be performed
  - any liquidated damages payable by the contractor if such provision is required pursuant to paragraph (13.2) below.
  - the specifications, terms and standards to be applied to the contract.
  - monitoring of the contract, together with controls over sub-contractors; and
  - such other conditions and terms as may be agreed between the parties.
- c) comply with all legislative requirements including Health and Safety at Work regulations and provisions in force.
- d) 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
- e) 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. Every Contract must state that, if the Supplier fails to comply with its contractual obligations in whole, or in part, NPA may:

- a. Cancel all, or part, of the Contract.
- b. Complete the Contract.
- c. Recover from the Supplier any additional costs in completing the Contract.
- d. Take other legal action against the Supplier if required.
- e. Every Contract should have its own termination clause which will set out the procedure to use should NPA wish to terminate the contract.
- f. Where a Contract is to be terminated before its contracted end date, this must be approved by the relevant Director who will take legal advice, if deemed to be necessary.
- g. The Contract should also address the questions (where relevant) of:
  - i) Insurance; loss in transit; non-delivery of goods.
  - ii) Delivery; acceptance; testing; trial periods; return of goods.
  - iii) Intellectual property rights (e.g. Copyright)
  - iv) Indemnity, liability and insurance.
  - v) Data protection and/or confidentiality and Freedom of Information
  - vi) National Insurance and superannuation.
  - vii) VAT
  - viii) Defects liability and retention

13.2 Where, after consultation with the Head of Finance & Fundraising, the Chief Executive (National Park Officer) or relevant Head of Service considers it to be appropriate, there shall be provision for liquidated and ascertained damages or other sufficient security against unsatisfactory performance.

13.3 Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution or equivalent is current at the date of the tender, every contract shall require that all goods and materials used or supplied, and all the workmanship shall be at least of the standard required by the appropriate British Standards Specifications or Code of Practice or equivalent.

13.4 There shall be inserted in every contract, in addition to conditions covering the matters specified in paragraph 1(b) above, a clause empowering the Authority to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation, if the following is found to have occurred:

- That the contractor shall have offered in any way, to any employee or member of the Authority, any gift or consideration of any kind as an inducement or reward in relation to the contract. The receipt of such payments or rewards is an offence under section 117(2) of the Local Government Act 1972.

- That the contractor shall have shown favour, or disfavour, to any person in relation to the contract, or any other contract with the Authority.
- That, in relation to any contract with the Authority, the contractor or any person employed by the contractor, or acting on the contractor's behalf, shall have committed any offence under the Bribery Act 2010, or any amendments thereof.

The definition of contractor is deemed to include any person employed by the contractor or acting on the contractor's behalf – whether with or without the knowledge of the contractor.

- 13.5 There shall also be inserted in every contract a clause to secure that should the contractor fail to execute the work or deliver the goods or materials or execute or deliver any portion thereof to the standards specified, or carry out the service within the time specified in the contract, the Authority, without prejudice to any other remedy available for breach of contract, shall:

- Be free to determine the contract either wholly or in part to the extent of such default and.
- To provide for the execution of the work by other means or to purchase other goods or materials or to make provisions for the supply of services.
- To make good such default; or
- In the event of the contract being wholly determined, provide for completion of the unexecuted work or the purchase of goods or materials remaining to be delivered or the provision of the additional service required under the contract.

This clause shall further provide that the amount by which the costs of providing for the execution of the work by other means or purchasing other goods or materials or providing substitute service exceeds the amount which would have been payable to the contractor had he executed the contract or a portion thereof within the time or times specified therein, shall be payable by the contractor.

- 13.6 Any of the above orders in this section may be overridden by clauses within a written contract.
- 13.7 A "Register of Contracts" shall be maintained by the Head of Finance & Fundraising: of all major contracts placed by the Authority. The register shall be open to inspection by any member of the Authority or the public.
- 13.8 Every contract payment shall be passed via the Head of Finance & Fundraising to update the Register.

### **Standing Order No.14 - Indemnity and Insurance**

14.1 In any contract for the execution of any work or for the supply of goods or materials, the Contractor shall be required to indemnify the Authority against:

- a) any claim which may be made in respect of Employers' Liability against the Authority or the contractor by any workman employed by the contractor or any sub-contractor in the execution of the works.
- b) any claim for bodily injury to or damage to property of third parties.

and the contractor shall, before the commencement of any contract, produce to the budget holder satisfactory evidence of insurance against such claims via completion of the Authority's Contractor's Insurance Questionnaire. A copy of this evidence shall be retained on the project file.

### **Standing Order No.15 - Cost Variations, Final Accounts, Liquidated & Ascertained Damages**

15.1 Potential cost variations of +/-10% or +/-£5,000 (whichever is the greatest) over and above any contingency built into the contract shall be reported by the budget holder to the Chief Executive, relevant Head of Service and Head of Finance & Fundraising for consideration. Approved variations shall be made in writing to the contractor with copies held on the project file, with the Register of Contracts updated on completion. Variations shall only be approved within available finances.

15.2 The budget holder shall ensure that Financial Accounts are passed to the Head of Finance & Fundraising for verification against the Register of Contracts and for summation prior to settlement.

15.3 Financial calculations for liquidated and ascertained damages, as calculated by the budget holder, shall be checked by the Head of Finance & Fundraising.

#### **15.4 Contract modification**

Following the award of a contract, changes (referred to as modifications in the Procurement Act 2023 (Act)) may need to be made to that contract to ensure it can be successfully fulfilled, as demands and circumstances change throughout its lifetime. The Act gives contracting authorities legal certainty when making modifications, setting out ten grounds in total on which public contracts or 'convertible contracts' may be modified during their term, provided the relevant requirements are met. If a modification cannot be justified on at least one of the

grounds, the modification is not permitted, and a new procurement must be carried out if the contracting authority wishes to implement the subject-matter of the modification.

A summary of the ten grounds is noted below with a full link for more detail:

1. Non-substantial
2. Below-threshold
3. Provided for in the contract
4. Urgency and the protection of life
5. Unforeseeable circumstances
6. Materialisation of a known risk
7. Additional goods, services or works
8. Transfer on corporate restructuring
- 9 & 10 Defence authority contracts

[Guidance: Contract Modifications \(HTML\) - GOV.UK](#)

### **Standing Order No.16 - Exceptions**

16.1 Subject to Standing Order (3) in relation to Procurement Act 2023 PA23-nothing in these standing orders shall require tenders to be invited if the goods or services to be supplied:

- a) are only available from one supplier or are wholly controlled by trade organisations or government order and no reasonably satisfactory alternative is available: or
- b) constitute an extension of an existing contract, provided that the value of the extension does not exceed £30,000 or 10% of the original contract sum, whichever is the higher; or
- c) are similar to a contract completed for the Authority by the same contractor within the past 12 months, where prices have not significantly increased.
- d) are required with such urgency as to not permit the invitation of tenders due to time constraints – such as the expiry of external funding.
- e) Have already been the subject of market testing by professional consultants with a contractual obligation to the Authority to undertake such testing and to report back with recommendations.
- f) Are offered under a joint arrangement with another Local or National Government body where they are taking the lead and comparable tendering and procurement policies to that of the Authority have been applied.

- 16.2 Authority to approve the use of Standing Order 16.1 rests with the Chief Executive and Head of Finance & Fundraising only, with the justification for the decision being recorded and retained on the project file.
- 16.3 All approvals under these Standing Orders (16) shall be reported and recorded by Democratic Services. These will be reported to an NPA meeting for members' endorsement on an annual basis.

## **Glossary**

In these Standing Orders, the following terms have the following meanings:

- 1.1 'Approved List' means a list of suitable Contractors drawn up under Standing Order 8 of these Orders.
- 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 Director of the Authority
  - (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 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;
- 1.5 'Sell2Wales' means a web-based portal provided, under that name, by or on behalf of the Welsh Government.
- 1.6 'Contractor' means the person, company, organisation, consultant or supplier undertaking the supply of goods or services or execution of works.
- 1.7 'EU Public Procurement Directives' means EU Directive 2004/18/EC and any Directives and Regulations by which it is applied, extended, amended, consolidated or replaced and any re-enactment thereof.
- 1.8 'PA23 Thresholds' means the thresholds for public advertisement of goods, works and services contracts as provided for in the Procurement Act 2023 and advised by the Government.
- 1.9 'Framework Agreement' 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 'Head of Service' is an officer who sits on the Senior Management Team and carries that title.
- 1.11 Order means an official purchase 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 '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.
- 1.14 'SME' stands for 'small and medium-sized enterprise' and means an enterprise falling within the category of micro, small and medium-sized enterprises as so defined by UK Government.
- 1.15 Statutory Officers means Head of Service, Director, Chief Executive, Head of Finance & Fundraising and the Monitoring Officer
- 1.16 '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.
- 1.17 'Tendering Procedures' means the provisions set out in clause 7 of these Standing Orders.
- 1.18 'UK Regulations' means the Procurement Act 2023 (PA23).
- 1.19 '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.
- 1.20 'Written Contract' means a formal contract document, drafted or approved by the Head of Finance & Fundraising and signed by an Authorised Officer, containing a full statement of all the terms and conditions to be applied to the contract.

<i>Committee Approval</i>	<b>July 2025</b>
<i>Issue Date</i>	<b>July 2025</b>
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