

South Downs National Park Authority (“SDNPA”)  
Contract Standing Orders

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## Contract Standing Order 1: Interpretation

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

TERM	MEANING
Approved List	A list of suitable Contractors drawn up under CSO 6.
Area of Responsibility	The function and area of responsibility for a Director as detailed in the Authority's Committee Terms of Reference and Scheme of Delegation.
Authority/SDNPA	South Downs National Park Authority.
Central Digital Platform	Also known as Find a Tender, and launched on 24 <sup>th</sup> February 2025, is a fully integrated digital platform where noticing, sign-in and registration, supplier information all work together to support public sector procurement.
Contract	Means: (a) any agreement for the supply of goods, services, or the execution of works to or for the Authority including a contract arising from the use of consultants; (b) any Framework Agreement, Approved List or DPS; or (c) any agreement where no payment is made by the Authority but which is of financial interest to the Contractor but does not include an employment contract or Grant Agreement.
Contract Consultant	Any person not being an employee of the Authority who is acting for the Authority in relation to a contract or proposed contract.
Contract Lead Officer	A South Downs National Park Authority officer nominated to deal with Contracts in accordance with CSO 3.5.
Contractor	The party or potential party to a Contract.
CSO(s)	Contract Standing Order/Contract Standing Orders.
Director	Any of the Authority's directors or Chief Executive, where applicable.
DPS	Dynamic Purchasing System within the meaning of the UK regulations or Chief Executive, where applicable.
Evaluation Report	A report on the evaluation of tenders prepared under CSO13.

TERM	MEANING
Find a Tender	UK Government's Portal for contracts over £30k in the UK's public and utilities sectors.
Framework Agreement	Agreement with Contractors that sets out the terms and conditions under which specific purchases can be made (or "called-off") throughout the term of the agreement.
GDPR	The General Data Protection Regulation, which became applicable as of 25 May 2018.
GPA	The Government Procurement Agreement is a plurilateral agreement under the auspices of the World Trade Organisation, which regulates the procurement of goods and services by the public authorities of the parties to the agreement, based on the principles of openness, transparency and non-discrimination.
GPA Threshold(s)	The thresholds for public advertisement of goods, works and services contracts as provided for in the Government Procurement Agreement and advised by the Government (term interchangeable with PA23 Threshold).
Head of Finance and Corporate Services	The Authority's Head of Finance and Corporate Services who has responsibility for procurement in the Authority.
Legal Advisors	Means the legal representatives acting on behalf of the Authority from time to time.
Most Advantageous Tender	Otherwise known as MAT, and replaces MEAT for all tenders procured under the PA23.
Procurement Act 2023	Procurement Act 2023 (PA23).
Procurement Regulations 2024	Accompanying the PA23 are the Procurement Regulations 2024 (Regulations 2024).
Value for money	The optimal use of resources to achieve the intended outcomes taking into account: a) Economy; minimising the cost of resources used or require (inputs) i.e. spending less b) Efficiency: the relationship between the output from

TERM

MEANING

goods or services and the resources to produce them i.e. spending well; and  
c) Effectiveness: the relationship between the intended and actual results of public spending (outcomes) i.e. spending prudently.

## Contract Standing Order 2: Status of, and Compliance with, Contract Standing Orders

- 2.1 SDNPA is a contracting authority for the purposes of the PA23, and is thereby legally bound to comply with certain practices and procedures in the award of Contracts. It is also legally required to adopt standing orders for the regulation of procurement and contracts.
- 2.2 The SDNPA has therefore adopted these CSOs setting out the administrative procedures that must be followed in relation to the procurement and award of a Contract. CSOs provide a framework to ensure that the Authority uses its resources efficiently in making purchasing decisions to obtain best value in public services. CSOs also provide a means of safeguarding the reputation of the Authority and its staff from any implication of dishonesty or corruption.
- 2.3 The Monitoring Officer, in consultation with the Chief Finance Officer shall compile and maintain CSOs and advise on their implementation and interpretation.
- 2.4 The Chief Executive, after consultation with the Monitoring Officer and the Chief Finance Officer may change the thresholds in Contract Standing Orders annually (or as appropriate) to take account of changes in the retail prices index and other factors so that the effectiveness and impact of the thresholds is maintained.
- 2.5 Every Contract made by the SDNPA or on its behalf shall (insofar as they are applicable) comply with the PA23, CSOs and Financial Regulations. In the event that there is any conflict or inconsistency between the provisions of CSOs and any legal requirement, the legal requirement shall apply. General principles, including non-discrimination and equal treatment, and transparency, apply generally in the award of public contracts – including those of a value below the PA23 Thresholds. Care must be taken at all times to ensure that nothing is done which is discriminatory, improper or which distorts competition.
- 2.6 The SDNPA may procure goods, services or works to any value in collaboration with other local authorities or other public or voluntary sector bodies. Where SDNPA is the lead buyer within the consortium of the goods, works or services contracted for, these CSOs shall apply. Where the SDNPA is not the lead buyer, procurement procedures shall follow the spirit of these CSOs, be in accordance with the PA23, and approved by the relevant Director on the advice of the Procurement Manager.
- 2.7 Contractors, Contractor's employees, subcontractors and agents utilised by SDNPA shall be required to, at all times, comply with the requirements of the Health & Safety at Work Act 1974, all secondary legislation made under that Act and all other Acts, Regulations, Orders or Rules relating to Health & Safety. All contracts shall reflect these requirements and reference to the Authority's Health & Safety Code of Practice should be made in this regard.
- 2.8 It is the role of the Head of Finance and Corporate Services to publish the Procurement Strategy and to ensure that there is clear allocation of procurement responsibility by category of spend to a departmental or

corporate procurement team as appropriate. If the Head of Finance and Corporate Services is unavailable, the Chief Executive Officer should act in his/her place.

- 2.9 These CSOs are supplemented by the Procurement Guide maintained by the Procurement Manager. In the event that there is any conflict or inconsistency between the provisions of the Procurement Guide and CSOs, CSOs shall apply. If the Procurement Manager is unavailable, the Head of Finance and Corporate Services should act in his/her place.
- 2.10 These CSOs supplement the officers' code of conduct and a failure to comply will normally be regarded as a disciplinary offence. Where a person who is not a SDNPA employee is contracted to a position where they are authorised to carry out purchasing functions, it is a condition of their contract that they comply with CSOs and the financial regulations of the SDNPA.
- 2.11 Where any power or authority under these CSOs may be executed by a Director, any such power may also be executed by the Chief Executive Officer.
- 2.12 SDNPA and its officers will give regard to the importance of:
  - i. Delivering value for money;
  - ii. Maximising public benefit;
  - iii. Sharing information for the purposes of allowing Suppliers and others to understand SDNPA's procurement policies and rationale for decisions made;
  - iv. Acting, and being seen to act, with integrity (acting transparently, fairly and proportionately);
  - v. Supporting the achievement of SDNPA's strategic priorities;
  - vi. Ensuring Suppliers are treated the same unless a difference between the Suppliers justifies different treatment. Where different treatment is justified SDNPA will take all reasonable steps to ensure it does not put a Supplier at an unfair advantage or disadvantage; and
  - vii. Having regard to the fact that small and medium-sized enterprises may face particular barriers to participation and will consider whether such barriers can be removed or reduced without putting a Supplier at an unfair advantage or disadvantage.

## Contract Standing Order 3: Scheme of Delegation/Authorisation to Commence Procurement Process

- 3.1 Each Director has delegated power within their Area of Responsibility to authorise the Authority entering into contracts of a value of less than £200,000, provided that they are satisfied that the expenditure involved has been included within approved estimates and sufficient budgetary provision made in the Authority's capital or revenue accounts.
- 3.2 Where a proposed Contract is of a value of £200,000 or greater, and before inviting expressions of interest from potential bidders, the Director within whose Area of Responsibility the Contract falls, shall obtain a decision authorising the commencement of the procurement process from the Policy and Resources Committee. The report seeking approval shall include an estimate of the expenditure involved and state how it is proposed such expenditure would be met from budgetary provision made in the Authority's capital or revenue accounts.
- 3.3 Where a proposed contract is of a value of £1 million or greater, and before inviting expressions of interest from potential bidders, the Director within whose Area of Responsibility the Contract falls, shall obtain a decision authorising the commencement of the procurement process from the full Authority.
- 3.4 In estimating the value of the Contract, the principles of CSO 5 shall be applied.
- 3.5 In all cases, the Director shall designate a senior officer as Contract Lead Officer for the Contract. It shall be the responsibility of the Contract Lead Officer to ensure that the processes followed in relation to the procurement and award of the Contract are compliant with these CSOs, the Procurement Guide and Financial Regulations.

## Contract Standing Order 4: Declarations of Interest

- 4.1 At the beginning of any Contract process the following persons shall declare any interest, as defined in the Officer Code of Conduct which may affect the procurement process: -
  - (a) all Authority employees
  - (b) Contractors
  - (c) Contract Consultants
  - (d) any other person involved in the procurement process
- 4.2 Directors shall ensure that all Authority employees and all Contract Consultants and Contractors appointed by them make written declarations of interest on their appointment and as required on any change in circumstances. Interests of Authority employees will be reviewed annually, either at the end or beginning of the financial year. The Director shall either certify interests as acceptable or take any necessary action in respect of potential conflicts of interest. Authority employees who declare a conflict of interest will take no part in the relevant contracting process.
- 4.3 Directors shall keep completed Authority employee declarations on the register of staff declarations indicating the names and grades of those declaring an interest and the nature of their interest.
- 4.4 Directors shall keep completed Contract Consultants' and Contractors' declarations of interest and relevant Authority employees' declarations affecting the Contract on the Contract file.
- 4.5 If an Authority employee knows that a Contract in which he/she has a pecuniary interest is before the Authority, and is not the subject of an existing declaration, he/she must immediately give written notice of his/her interest to the relevant Director and take no part in the contract process.

## Contract Standing Order 5: Contract Value and Aggregation

- 5.1 The estimated value of a Contract shall be the total value of the Contract inclusive of VAT. This is the total consideration estimated to be payable over the full term of the Contract by the Authority to the Contractor.
- 5.2 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.
- 5.3 Contracts must not be artificially separated so as to circumvent the application of any part of CSOs or the PA23.
- 5.4 Contracts which are each of a value below the relevant PA23 Threshold may nevertheless be subject to full PA23 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.
- 5.5 SDNPA is under a duty to aggregate and in the case of public contracts without a fixed term, or public contracts where the contracting authority cannot estimate the value, the contract shall be treated as being above threshold.

## Contract Standing Order 6: Framework Agreements, Dynamic Purchasing Systems (until 2028), Approved Lists and Suitability of Contractors

- 6.1 The Procurement Manager may compile and maintain a central list of: Approved Lists of Contractors, Framework Agreements and DPS for supplies, services or works.
- 6.2 Approved Lists:
- a) shall be established following an advertised competitive process.
  - b) shall be established using criteria within the Procurement Guide.
  - c) shall contain the names and addresses of all providers who meet the Approved List criteria
  - d) shall indicate the nature and value of Contracts for which the Contractors listed may be used. The value of any Contract entered into, calculated in accordance with CSO 5, may not exceed the relevant PA23 Threshold.
  - e) shall be reviewed and re-established not less than every three years where maintained internally by the Authority.
- 6.3 Approved Lists, Framework Agreements and Dynamic Purchasing Systems maintained by other contracting authorities (within the meaning of the PA23) shall be deemed to be Approved Lists, Framework Agreement and DPSs for the purpose of these CSOs subject to the Director and/or Procurement Manager obtaining legal advice to the effect that they are suitable for use by the Authority.
- 6.4 In addition, Directors, with the assistance of the Procurement Manager may set up a Framework Agreement or DPS in line with PA23 with one or more suppliers of particular goods and services.
- 6.5 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. Approved lists should only be used where the spend cannot be reasonably aggregated. These criteria form part of the Procurement Guide.
- 6.6 Any Contractor may, by giving written notice, withdraw from any Approved List.
- 6.7 Where there is no Approved List, Framework Agreement or DPS, Directors shall use an approved tender procedure in accordance with the Procurement Guide.

### Selection and Suitability to Contract:

- 6.8 The Director shall apply minimum standards of experience, reputation and economic standing to Contractors to test their suitability to bid for a SDNPA contract. For contracts above PA23 Thresholds, suitability is usually tested by means of a conditions of participation process (it is only permissible that Conditions of Participation include information relating to conditions on a supplier's legal and financial capacity, and technical ability to perform the contract) and obtaining data from the Supplier Information System. It is

essential the SDNPA and its officers obtain confirmation, before awarding a contract, that:

- a. The Supplier has registered on the Central Digital Platform;
- b. The Supplier has submitted any updated or corrected supplier information to the Central Digital Platform; and
- c. The Supplier has shared any updated or corrected supplier information with SDNPA.

The Supplier Information System will capture the following:

- i. basic supplier information;
- ii. exclusion grounds;
- iii. some economic and financial standing information, such as audited accounts; and
- iv. details of connected persons and beneficial ownership.

6.9 A conditions of participation process shall not be used for any contract that has a value of less than the PA23 threshold for services and supplies. For works contracts valued between the supplies and services threshold and the works threshold Directors may use a two stage process and make use of the PAS91 PQQ. In below threshold procurements questions may be asked to assess the suitability, capability, legal status, and financial standing of a potential Contractor, provided that the questions are relevant and proportionate, as part of a one stage procurement exercise. For all tenders governed by PA23, there will only be two procurement processes: (1) Open Process (2) Competitive Flexible Procedure.

6.10 All methods and criteria used for assessing the suitability of Contractors shall be transparent, objective and non-discriminatory and will comply with the relevant public procurement legislation.

6.11 Contractors who fail to meet all of the SDNPA's minimum standards of reputation, technical ability, experience or economic and financial standing as specified in the conditions of participation process and accompanying documents shall be excluded from the procurement.

6.12 Where a Contractor is being excluded because one of the exclusion grounds set out in Schedules 6 and 7 of the PA23 applies, but the Contractor provides evidence in support of its reliability despite the existence of a relevant ground of exclusion (and only if the relevant legislation allows), the Director, in consultation with the Procurement Manager, must consider that evidence and determine whether to exclude that supplier.

6.13 The Director shall ensure the Contractors' past experience and technical ability are assessed for all contracts. When assessing the Contractors' financial standing, the Director shall not require prospective tenderers to have an

annual turnover of more than twice the estimated contract value, unless otherwise agreed with the Procurement Manager having taken advice from the SDNPA's Legal Advisors.

## Contract Standing Order 7: Public Notice, Procurement Documentation and Award Notices

- 7.1 In all cases where, by virtue of these CSOs or by some other authority, a public notice is required, it shall be placed at least on the Authority's website and tendering portal.
- 7.2 The SDNPA must advertise contract opportunities and publish details of contracts awarded in accordance with PA23, which require SDNPA to:  
(a) advertise all contracts at or above the GPA Threshold on Find a Tender.
- 7.3 Where the value of the Contract exceeds the relevant PA23 Threshold, the relevant notices, under PA23, must be complied with, as appropriate, as follows:

<b>Procurement Lifecycle</b>	<b>UK Notice No.</b>	<b>Notice Name</b>	<b>Requirement</b>	<b>Where to Advertise</b>
Plan	1	Pipeline notice	Mandatory (for Contracting Authorities procuring in excess of £100million per annum in services, goods, works)	FTS
Define	2	Preliminary market engagement notice	Mandatory where pre-market engagement is anticipated or has taken place (or, explain in the tender notice reason for not publishing)	FTS
Procure	3	Planned procurement notice	Optional & Best Practice advises the market of an upcoming procurement. A qualifying planned procurement notice can reduce tender timescales to 10 days.	FTS
Procure	4	Tender notice	Mandatory when undertaking an open or competitive flexible procedure (including to establish a framework and award a contract under an existing dynamic market) or a regulated below-threshold procedure.	FTS
Procure	5	Transparency notice	Mandatory when undertaking a direct award (publish prior to award).	FTS
Procure	6	Contract award notice	Mandatory communicates the	FTS

<b>Procurement Lifecycle</b>	<b>UK Notice No.</b>	<b>Notice Name</b>	<b>Requirement</b>	<b>Where to Advertise</b>
			outcome of the procurement and (commences standstill prior to awarding a contract open or competitive flexible procedure).	
Procure	7	Contract details notice	Mandatory details of the awarded contract (including the redacted contract, for public contracts £5m+ and KPI information)	FTS
Manage	8	Contract payment notice	Mandatory details of payments over £30,000 made under a public contract (quarterly)	FTS
Manage	9	Contract performance notice	Mandatory to report: a) annual KPI scores for public contracts valued £5m+; b) poor supplier performance / breach of contract (within 30 days of event).	FTS
Manage	10	Contract change notice	Mandatory prior to a qualifying modification taking place (copy of modified contract for public contracts over £5m)	FTS
Manage	11	Contract termination notice	Mandatory when a public contract ends.	FTS
Procure	12	Procurement termination notice	Mandatory where, after publishing a tender or transparency notice, the process is terminated without awarding a contract.	FTS
Procure	13	Dynamic market notice	Mandatory when advertising, establishing, changing or terminating a dynamic market.	FTS
Manage	14	Payments compliance notice	Mandatory details of contracting authority performance against 30-day payment terms (twice annually).	FTS

## Contract Standing Order 8: Purchasing Procedures for Contracts of a Value less than £30,000

- 8.1 Where the estimated value of the Contract, calculated in accordance with CSO 5, is less than £30,000, and there is a suitable SDNPA Framework Agreement, DPS or Approved List available, that SDNPA Framework Agreement, DPS or Approved List (as applicable) shall be used.
- 8.2 If there is no SDNPA Framework Agreement, DPS or Approved List available, if there is a Framework Agreement or DPS established by another contracting authority which meets the SDNPA requirements, this may be accessed, providing approval from the Procurement Manager has been obtained.
- 8.3 Where no Framework Agreement, DPS or Approved List available, competitive quotations (recommended minimum of 3) should be obtained or a commercial negotiation with one preferred Contractor may take place, providing this is agreed in advance with the Head of Finance and Corporate Services.
- 8.4 Contracts with an estimated value of less than £30,000 shall be evidenced in writing by the written quotations from Contractors or by sending orders to Contractors under a Framework Agreement, DPS or Approved List, as applicable
- 8.5 Although the tendering procedures for Contracts of less than £30,000 are less formal than for greater amounts, the Contract Lead Officer shall bear in mind the need to seek best Value for Money and be able to demonstrate that they have achieved this.

## Contract Standing Order 9: Tendering Procedures for Contracts of a Value of £30,000 or greater but less than £75,000

- 9.1 Where the estimated value of the Contract, calculated in accordance with CSO 5, is £30,000 or greater but less than £75,000, and there is a suitable Framework Agreement, DPS or SDNPA Approved List available, that Framework Agreement, DPS or SDNPA Approved List (as applicable) shall be used.
- 9.2 Where no Framework Agreement, DPS or Approved List is available, at least four tenders shall be invited. The tendering procedure to be followed shall be that set out in the Procurement Guide.
- 9.3 The invitation to tender shall state the evaluation criteria that will be applied in the award of the Contract. These criteria must be capable of objective assessment, include price and any other relevant factors, and be weighted by relative importance. The invitation to tender shall also include the terms and conditions that will apply to the Contract.
- 9.4 If less than four suitably qualified tenderers are available, the Contract Lead Officer must consult with the Procurement Manager. At least two bona fide tenders must be received and the tender achieving best Value for Money accepted.
- 9.5 If only one compliant tender is received, the Contract Lead Officer must consult with the Procurement Manager and provide evidence to show that the Authority can obtain Value for Money.
- 9.6 The Contract shall be evidenced in writing by the completion of a formal written Contract between the Authority and the Contractor(s).

## Contract Standing Order 10: Tendering Procedures for Contracts of a Value of £75,000 or greater but less than relevant PA23 Threshold

- 10.1 Where the estimated value of the Contract, calculated in accordance with CSO 5, is £75,000 or greater but less than the relevant PA23 Threshold, and there is a suitable Framework Agreement or DPS available, that Framework Agreement or DPS shall be used. Such Framework Agreement or DPS to either be one that SDNPA has procured or one that has been procured by another contracting authority and which SDNPA is lawfully permitted to access, taking advice from the Senior Procurement Officer and Legal Advisors.
- 10.2 Where no Framework Agreement, DPS or Approved List is available, at least **five** tenders shall be invited, in accordance with the Procurement Guide and these CSOs.
- 10.3 If less than five suitably qualified tenderers are available, the Contract Lead Officer must consult with the Procurement Manager.
- 10.4 The invitation to tender shall state the evaluation criteria that will be applied in the award of the Contract. These criteria must be capable of objective assessment, include price and other relevant factors, and be weighted by relative importance. The invitation to tender shall also include the terms and conditions that will apply to the Contract.
- 10.5 At least two compliant tenders must be received and the Most Advantageous Tender must be accepted. If only one compliant tender is received, the Contract Lead Officer must consult with the Procurement Manager and provide evidence to show that the Authority can obtain Value for Money if that tender is accepted.
- 10.6 In the case of Contracts with an estimated total value over £75,000 the Contract shall be in a form approved by the SDNPA's Legal Advisors shall be executed by the affixing of the Common Seal of the SDNPA in the presence of an appropriately authorised officer of the SDNPA.
- 10.7 The sealing of each Contract shall be recorded in the sealing register of the SDNPA which is maintained and held by the SDNPA's Legal Advisors.

## Contract Standing Order 11: Tendering Procedures for Contracts Above PA23 Thresholds

11.1 The financial thresholds beyond which prescribed tendering procedures as set out in the PA23 must be followed are reviewed every second January. The current figures can be found by looking at the latest Public Procurement Notice.

11.2 For procurements governed by the PA23, the following routes are available:

- Open procedure
- Competitive Flexible Procedure

Where procurement of goods, services, or works, is required and the estimated total value of the Contract is in excess of the relevant PA23 Threshold procedures in the PA23 must be followed and they shall prevail over these CSOs.

11.3 Most goods, services and works Contracts will use the open procedure. For complex procurements, the Competitive Flexible Procedure will be used.

11.4 CSO 10.6 and 10.7 apply to all contracts valued at £75,000 and above.

11.5 Before publishing a tender notice in respect of a public contract, SDNPA and its officers must:

- 11.5.1 consider whether the contract should be sub-divided into and procured in Lots (for the avoidance of doubt, it is a Contracting Authority's duty, under the PA23, to consider Lots;
- 11.5.2 provide reasons for any decision not to subdivide into Lots, which shall be included in the Procurement Report; and
- 11.5.3 comply with the relevant legislation in the manner in which it requires Suppliers to bid for Lots.

## Contract Standing Order 12: Receipt and Opening of Tenders

- 12.1 All tenders for any Contract shall be returned to SDNPA either through the SDNPA's own or another portal or to a generic SDNPA email address. The Procurement Manager will be responsible for ensuring that a record of all such tenders received is kept.
- 12.2 For Contracts with an estimated total value exceeding £75,000 all tenders shall be returned to SDNPA's own or another portal. A formal tender opening procedure shall be used involving 2 members of staff unlocking the tender inbox. The Procurement Manager will be responsible for ensuring that a record of all such tenders received is kept.
- 12.3 All tenders must comply with the conditions set out in the invitation to tender. Tenderers should be advised that any failure to adhere to the specific rules applicable to the tender in question could result in their tender being rejected.
- 12.4 SDNPA reserve the right not to consider any late tender and will not do so without a valid reason.
- 12.5 SDNPA may reserve the right in the invitation to tender to accept late submissions or documents forming part of the tender at the SDNPA's discretion, for example where (a) the delay was caused by a mistake or failure of the SDNPA or (b) the deadline or submission in question clearly pre-dated the deadline for receipt of tenders and the decision not to exclude the tenderer would not unduly favour or disadvantage any other tenderers. Before accepting any late tender or documents, authorisation must be obtained from the Procurement Manager.
- 12.6 In all cases the SDNPA shall adhere to the rules it established in the invitation to tender and document any decision to permit a late or corrected tender.
- 12.7 Evaluation criteria and weightings for each criterion for both the prequalification and the invitation to tender stages shall be determined in advance and included in the invitation to tender. Price will normally be included as a criterion, but will be used as the sole criterion only where the Procurement Manager or the Authority employee preparing the Contract for him/her considers this to be appropriate. Determination of criteria at all stages should be undertaken in accordance with the Procurement Guide. Award criteria must be fair, transparent, measurable, proportionate and specifically related to the subject matter of the contract being tendered. Award criteria must be accompanied by an assessment methodology which describes how tenders are to be assessed by reference to the award criteria and any minimum thresholds where failure to meet one or more criteria would disqualify a tender. Award criteria must detail their relative importance by either weightings, rankings or another suitable method.
- 12.8 The Contract Lead Officer shall not disclose information which has been

forwarded by a contractor and designated by that contractor as confidential or commercially sensitive, including technical or trade secrets and the confidential aspects of tenders, without express authorisation from the Monitoring Officer who shall balance the duty of confidentiality owed to contractors against the SDNPA's obligations under FOIA and any other disclosure obligations. The invitation to tender should inform interested parties of the SDNPA's duties of disclosure and invite tenderers to designate information as confidential or commercially sensitive. However, the SDNPA cannot guarantee that all information so designated will be withheld.

- 12.9 The Contract Lead Officer shall maintain a clarification log containing a list of questions raised by contractors during the course of a procurement process, with the SDNPA's responses, to which all tenderers shall have unrestricted access.
- 12.10 Where a clarification raises an issue which leads to the amendment of one of the procurement documents in the invitation to tender, the SDNPA shall consider whether the deadline for submission of responses should be extended, or the procurement process otherwise revised to ensure equal treatment of contractors, and take action accordingly.
- 12.11 For contracts valued at or above the PA23 threshold, the Contract Lead Officer shall ensure that all tenderers are offered debrief information during the procurement process, in accordance with the requirements of the PA23 and the 2024 Regulations).

## Contract Standing Order 13: Evaluation of Tenders and Award of Contract

- 13.1 The Procurement Manager 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. These criteria must be capable of objective assessment, include price and other relevant factors, and be weighted by relative importance. In addition, the evaluation methodology chosen must be transparent. The use of Relative scoring is not encouraged by central government, for example, and other methodologies, such as sequential, straight line and price per quality point should be considered as appropriate to each tender. Under the PA23, when tendering a contract with a lifetime value of £5million or more a “Should Cost” model must be developed for the purpose of assessing value for money and determining straight line evaluation scales.
- 13.2 The Procurement Manager shall produce a written report evaluating tenders over £200,000 received against the evaluation criteria (the “Evaluation Report”). The Evaluation Report shall identify the tenderer who has submitted the Most Advantageous Tender and recommend the award of the Contract to that tenderer. This report shall be submitted to the person authorised to award the Contract under CSO 13.9.
- 13.3 Where the Contract in question is at or above the relevant PA23 Threshold the Evaluation Report must also contain the information required by PA23 and 2024 Regulations, those relevant requirements being:
- a) the subject-matter and value of the contract or Framework Agreement;
  - b) where applicable, the results of the qualitative selection and reduction of numbers under regulations 65 and 66, namely:
    - the names of the selected tenderers and the reasons for their selection;
    - the names of the rejected tenderers and the reasons for their rejection;
    - the reasons for the rejection of tenders found to be abnormally low;
    - the name of the successful tenderer and the reasons why its tender was selected and, where known the share (if any) of the contract or Framework Agreement which the successful tenderer intends to subcontract to third parties, and the names of the main contractor’s subcontractors (if any);
    - for competitive procedures with negotiation and competitive dialogues, the circumstances as laid down in regulation 26 which justify the use of those procedures;
    - for negotiated procedures without prior publication, the circumstances referred to in regulation 32 which justify the use of this procedure;
    - where applicable, the reasons why the SDNPA has decided not to award a contract or Framework Agreement;
    - where applicable, the reasons why means of communication other than electronic means have been used for the submission of tenders; and

- where applicable, conflicts of interests detected and subsequent measures taken.
- 13.4 The Procurement Manager shall prepare a report containing such information as the Cabinet Office may request in respect of procurements at or above the relevant PA23 Threshold.
- 13.5 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. The Director shall ensure that evidence of authority to spend and the budget code to be used is recorded on the Contract file.
- 13.6 Each Contract shall be awarded in accordance with evaluation criteria that have been adopted for the Contract. The Evaluation Report shall confirm how these requirements are met as defined by PA23.
- 13.7 Subject to 13.8, each Director is authorised to award and sign any contract entered into by the Authority which relates to their Area of Responsibility, and where the value of the Contract is less than £150,000. In cases of urgency, or where the Director is unavailable, the Contract may be awarded and signed by a senior officer nominated by him/her. CSO 10.7 applies to all contracts valued at £75,000 and above.
- 13.8 The Chief Executive of the Authority is authorised to award and sign any contract entered into by the Authority, where the value of the Contract is less than £200,000. The Chief Executive may delegate this responsibility to a Director of the Authority.
- 13.9 All other contracts shall be awarded in accordance with the SDNPA's scheme of delegation.

## Contract Standing Order 14: Contract Registers

- 14.1 An electronic register of all Contracts above a total value of £30,000 in value, shall be kept centrally and maintained by the Procurement Manager. Such register shall specify for each Contract the Contract number, the name of the Contractor, a summary of the works to be executed or the goods and services supplied and the Contract duration and value or estimated value. The register shall be accessible from the Authority's website. A Contract Details/Award Notice will need to be published on the Central Digital Platform as set out in the table at CSO 7.3.
- 14.2 SDNPA is required by the Local Government Transparency Code 2015 (the "Code 2015") to publish certain details of all contracts with a value over £5,000. The Code 2015 requires SDNPA to publish details of:
- (a) invitations to tender to provide goods and/or services with a value exceeding £5,000,
  - (b) contracts, commissioned activity, purchase orders, framework agreements, DPS and any other legally enforceable agreement with a value that exceeds £5,000; and
  - (c) grants to voluntary, community or social enterprise organisations.
- 14.3 The Procurement Team shall ensure that all concluded contracts shall be entered onto the SDNPA's Contract Register and shall ensure that appropriate arrangements are made for the safe storage of the original contract documents (hard copy and electronic).
- 14.4 For contracts in excess of £5million, and subject to the PA23, a full copy of the contract (with commercially sensitive information redacted) must be published with FAS (central digital database).

## Contract Standing Order 15: Prevention of Corruption

- 15.1 For Contracts valued at £5,000 or less the Director can choose to accept the Contractor's standard terms, provided that such terms are fair and reasonable in the circumstances and provide Value for Money. The form of a Contract must be recorded in its final agreed form and shall contain, as a minimum, the items required by this CSO 15.
- 15.2 The Procurement Manager is responsible approving all forms of contract with a value exceeding £5,000 in consultation with the Authority's Legal Advisors as necessary.
- 15.3 All Contracts with a value exceeding £5,000 must be written or in an electronic form capable of providing a permanent record of the intentions of the parties to the Contract.
- 15.4 The Director must require the completion of a performance bond or parent company guarantee for all works Contracts in excess of £250,000 in value or such other limit as may be specified by the Head of Finance and Corporate Services in consultation with the Chief Finance Officer in relation to a particular procurement.
- 15.5 With regard to the need for a performance bond for a Contract which is not a works Contract or for a works Contract below the threshold of £250,000, the Director in consultation with the Chief Finance Officer shall determine, on a case by case basis, whether a performance bond shall be required.
- 15.6 An Authority employee must not invite or accept any gift or reward in respect of the award or performance of any Contract. It will be for the Authority employee to prove that anything received was not received corruptly. High standards of conduct are obligatory and corrupt behavior will lead to dismissal.
- 15.7 The contract process shall ensure that the Authority will operate strict separation of duties by ensuring that two authorised Authority employees are involved in the ordering, receiving and payment process. Except for low value orders with a value below £250, there must be a separation of duties between the person authorising an order and the person checking a written invoice or requisitioning the goods or services.
- 15.8 The following clause, or an equivalent clause in standard forms of contract or other wording as approved by the Monitoring Officer and/or Legal Advisors, must be put in every written Contract:

“Every contract shall include provision for termination if the supplier, their employees or anyone acting on the supplier's behalf:

  - corruptly offers, gives or agrees to give anyone an inducement or reward in respect of any contract with the Authority
  - commits an offence under the Bribery Act 2010; or
  - commits any of the offences listed in in PA23).”
- 15.9 The Director shall ensure the specification for the Contract:

- 15.9.1 clearly and effectively sets out the obligations on the Contractor to deliver to the Authority's requirements;
  - 15.9.2 complies with the requirements of PA23 in respect of technical specifications; and
  - 15.9.3 is legally enforceable, taking advice from the Authority's Legal Advisors as necessary.
- 15.11 The Head of Finance and Corporate Services in consultation with the Authority's Legal Advisors and Monitoring Officer shall be responsible for determining whether any Contract should be certified under the Local Government (Contracts) Act 1997. This Act empowers local authorities (including national park authorities) to agree terms that will survive the Contract being set aside in the event of a finding that the Authority has exceeded its statutory powers in entering into the Contract. In these circumstances, the certification process ensures that the private sector party is compensated. All such certificates shall be in a form approved by and executed by the Monitoring Officer. The Authority hereby indemnifies the Monitoring Officer in respect of any personal liability that may arise in relation to providing any such certificate.
- 15.12 All Contracts must contain the provisions set out in the Procurement Guide and the following:
- 15.12.1 "The parties agree that this contract is not intended to be enforceable by any third party pursuant the Contract (Rights of Third Parties) Act 1999 other than any person to whom the benefit of this Contract has been assigned or novated"
  - 15.12.2 "The Contractor acknowledges that the Authority is subject to transparency obligations in the Local Government Transparency Code 2015 which require the Authority to publish certain contract information and materials. Accordingly, and notwithstanding any other term of this Contract, the Contractor hereby gives its consent for the Authority to publish this Contract (and its schedules, if any) in its entirety, including from time to time agreed changes to this Contract (save and except such matters as the Authority is by law able to exclude as being confidential, commercially sensitive, or otherwise not in the public interest to disclose), to the general public in whatever form the Authority decides. The Contractor shall render such assistance and cooperate with the Authority to enable such publication, including, if the Authority so requires, assisting the Authority at no additional costs to the Authority in the redaction of such contract documents prior to publication to eliminate material considered confidential, commercially sensitive, or otherwise not in the public interest to disclose".
- 15.13 In any Contract where within the meaning of the GDPR the Contractor is a data processor and the Authority is a data controller the Contract must be in writing and must contain provisions requiring the Contractor to comply with its

obligations under the GDPR. Precedent provisions are as set out in the Procurement Guide or available from the Legal Advisors.

15.14 All procurements to which the PA23 apply shall also be undertaken in compliance with the requirements of the Public Services (Social Value) Act 2012.

15.15 All Contracts must contain a requirement for the Contractor to maintain throughout the duration of the Contract employer's liability insurance cover for not less than £5,000,000 excluding those with sole traders and public liability insurance cover in line with the requirements set out in the table below:

Contracted Activity	Public Liability cover (any one claim)
Supply of Goods	<u>None</u>
Services carried out in provider's own premises	<u>None</u>
Services (consultancy, etc) carried out in SDNPA premises	<u>None</u>
Non-countryside works and Services in public places	<u>Up to £5m</u>
Construction works (general) and property maintenance	<u>£10m</u>
Countryside Works as follows	
• Coppicing	<u>£5m</u>
• Tree Work	<u>£10m</u>
• Fencing	<u>£10m</u>
• Gates, stiles, field gates	<u>£5m - £10m</u>
• Scrub clearance	<u>£5m</u>
• Involving heavy plant	<u>£10m</u>
• On or near the highway	<u>£10m</u>
Grazing (as follows)	
• Cattle	<u>£10m</u>
• Sheep	<u>£5m</u>
• Ponies	<u>£10m</u>

15.15.2 The aforesaid levels of insurance can be increased or decreased by the Director in consultation with the Chief Finance Officer and Legal Advisors if necessary where it appears to them that it would be in the interests of the Authority so to do.

## Contract Standing Order 16: Contract Variations

- 16.1 Funding must be identified before any variation to a Contract is approved in accordance with the Authority's Financial Regulations.
- 16.2 Modification of a Contract which is subject to the PA23 is only permitted if proposed modification is in accordance with PA23 and mandatory contract modification notices will be introduced and will need to be issued to the central digital platform.
- 16.3 All other proposals to vary contracts not subject to the PA23 shall be considered by the Director on a case by case basis in accordance with the terms of the contract and the obligation to ensure Value for Money.
- 16.4 Contracts subject to the PA23 can only be extended where expressly provided for in their terms, or as otherwise permitted by the PA23.
- 16.5 Contracts with a value below the PA23 Threshold can be extended only where expressly provided for in their terms.
- 16.6 All contract extensions or renewals must be approved as follows:
  - (a) if the value of the extension is less than £75,000, by the Director; or
  - (b) if the value of the extension is more than £75,000, by the Director and Head of Finance and Corporate Services.

## Contract Standing Order 17:Waiver of Contract Standing Orders

- 17.1 Subject to CSO 17.5, in relation to Contracts estimated to not exceed a total value of £75,000, a Director may waive the requirements of any CSO, as long as:
- a) the Head of Finance and Corporate Services. is notified as soon as possible.
  - b) the Director certifies in writing to the Head of Finance and Corporate Services the CSO being waived and the reasons why it is in the interests of the Authority to do so.
  - c) written approval is obtained from the Chief Finance Officer or Chief Executive.
- 17.2 Subject to CSO 17.5, in relation to Contracts estimated to exceed a total value of £75,000, a Director may, after consultation with the Chair of Policy and Resources Committee and the Head of Finance and Corporate Services waive the requirements of CSOs as long as:
- a) the waiver report (the Report) is compiled after consulting with the Head of Finance and Corporate Services;
  - b) the Report is issued setting out the CSO being waived and the reasons for the waiver;
  - c) the Report includes legal and financial comments and highlights, as necessary, any future commitment (whether of a financial character or not) which the Contract may entail; and
  - d) the Report justifies the method of Contractor selection so that Value for Money and compliance with the PA23 can be demonstrated.
- 17.3 If an emergency has been declared under the Authority's emergency planning or business continuity procedures and it is not possible or practicable for an Authority Employee who would normally exercise the powers of waiver under CSO 17.1 and CSO 17.2 to do so, the powers may be exercised by (i) the Authority employee who is designated to be in charge, under those procedures or (ii) any Authority employee appointed by him / her to act on his / her behalf. Further, if it is not possible or practicable for that Authority employee, before exercising the powers under CSO 17.2, to consult the relevant Member or the Head of Finance and Corporate Services or to issue the necessary Report, the Authority employee may exercise the powers without doing so but shall take such steps as appear appropriate at the time to keep the relevant Member and the Head of Finance and Corporate Services informed and shall issue the Report as soon as is reasonably practicable.
- 17.4 A report for information giving a digest of all waivers under CSO 17.1, 17.2 and 17.3 shall be made by the Head of Finance and Corporate Services covering the previous financial year annually to the Policy and Resources Committee.
- 17.5 For the avoidance of doubt, no waivers may be made so as to alter the full application of CSO 4 (Declarations of Interest), CSOs 13.3/13.4 (Evaluation of Tenders and Award of Contracts), CSO 14 (Contract Registers), CSO 15.3 (Prevention of Corruption), CSO 16 (Contract Variation), or to CSO 18

(Negotiation) or if such a waiver would result in a breach of law.

- 17.6 A register of all waivers will be maintained by the Head of Finance and Corporate Services and kept available for inspection by the public with reasonable notice during normal working hours of the Authority.

## Contract Standing Order 18: Negotiation

- 18.1 Procurement of goods, services and works shall normally be through the competitive tendering process set out in these CSOs. Under these CSOs negotiation with one Contractor is normally only permissible for very low value Contracts as set out in CSO 8, or when using the Competitive Flexible Procedure under CSO 11. Where negotiation is undertaken this shall be conducted having regard to the Negotiation Code of Practice as outlined in the Procurement Guide.