



# Standing Orders for Contracts

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# 1 Introduction

- 1.1 The Standing Orders are established under section 135 of the Local Government Act 1972, the Public Contracts Regulations 2015 (PCR), the Procurement Act 2023 (PA23), Procurement Regulations 2024 (PR24) and the Provider Selection Regime (PSR). These Standing Orders govern the procurement of all supplies, services, and works for Derbyshire County Council and set out the responsibilities and procedures to be followed by Officers when undertaking procurement activity on behalf of the Council.
- 1.2 Procurement is ‘the process of acquiring goods, works and services, covering both acquisitions from third parties and from in-house providers.’ The process spans the whole life cycle from identification of needs, through to the end of a goods, services or works contract or the end of the useful life of an asset. It involves options appraisal and the critical 'make or buy' decision.
- 1.3 These Standing Orders outline the policy and procedures for the procurement activities across the Council that includes ordering for the purchase, commissioning, hire and lease of goods, services and works on behalf of the Council.
- 1.4 Compliance with the Standing Orders ensure that;
  - 1.4.1 The Council’s strategic objectives, procurement strategies. policies and statutory legal obligations are met.
  - 1.4.2 Procurement activity promotes the fundamental principles of public sector procurement such as driving value for money, maximising public benefit, fairness, openness and transparency.
  - 1.4.3 The rules and procedures governing the procurement process are set out clearly for Council Members, Officers, third parties buying or commissioning on behalf of the Council, providers and other interested stakeholders.
  - 1.4.4 The Council can defend against allegations of incorrect or fraudulent procurement practice, should the need arise.
- 1.5 Where there is a conflict between these rules and any procurement legislation, the procurement legislation takes precedence
- 1.6 These Standing Orders should be read in conjunction with the Council's Financial Regulations, The Financial Schedule of Delegation, the Procurement Strategy and Procurement Guides for Officers to discharge their responsibilities accordingly.
- 1.7 Failure to comply with any provisions outlined within these Standing Orders, The Councils Financial Regulations, The Constitution or any legal requirements could result in disciplinary action. Any actual or suspected noncompliance must be reported to the Monitoring Officer, and the Director of Finance and Internal Audit.

# 2 Basic Principles of Procurement

- 2.1 All procurement procedures must:
  - 2.1.1 Support the Council’s objectives set out in the Council Plan.

- 2.1.2 Meet the procurement need and achieve value for money.
- 2.1.3 Maintain transparency and ensure fairness in the allocation of public contracts.
- 2.1.4 Adhere to the Public Contract Regulations 2015 and or Procurement Act 2023 and Procurement Regulations 2024 and or the Provider Selection Regime.
- 2.1.5 Ensure all risks in the process are appropriately assessed and managed.
- 2.1.6 Prevent non-commercial considerations from influencing contracting decisions.
- 2.1.7 Support the use of Small or Medium Sized Enterprises (SMEs) through the Councils contracting activities.
- 2.1.8 Promote social value through the Council's contracting activities.

### 3 Application of Standing Orders

- 3.1 These Standing Orders apply to the procurement procedures for the following types of contracts.
  - 3.1.1 Any contract for the supply (for pecuniary interest), of goods, services or works, (not exempt / excluded within these Standing Orders) regardless of value.
  - 3.1.2 Using Frameworks, Dynamic Purchasing Systems, and Dynamic Markets.
  - 3.1.3 Collaborative procurements.
  - 3.1.4 Consultancy requirements.
  - 3.1.5 Concession contracts.
  - 3.1.6 Equipment hires or lease through rental agreements.
  - 3.1.7 Disposal of assets.
  - 3.1.8 Procurement/Purchasing activity using external funding.

### 4 Compliance with these Standing Orders

- 4.1 These Standing Orders must be adhered to by;
  - 4.1.1 All Council Officers
  - 4.1.2 All Council Members
  - 4.1.3 Any organisation or Individual acting on behalf of the Council that is responsible for awarding, managing and monitoring contracts.

### 5 Exemptions to these Standing Orders

- 5.1 The following contracts and/or contracting activities are exempt from these Standing Orders;
  - 5.1.1 Disposal, acquisition or transfer of interest in or over land/ property.
  - 5.1.2 Assets sold or purchased by public auction.
  - 5.1.3 Services/works that are provided "in-house" by other departments of the Council.

- 5.1.4 Contracts of employment that makes an individual a direct employee to the Council.
- 5.1.5 Contracts for the execution of mandatory works by statutory undertakers, where the statutory undertaker is the only body that can perform the works.
- 5.1.6 Agreements entered into under Section 75 of the National Health Service Act 2006
- 5.1.7 Legal & Democratic Services must be contacted for advice about whether a contract is exempt from the Standing Orders.
- 5.1.8 No exemptions can be made to the requirements of competition in terms of the Standing Orders, unless authorised in writing by Legal & Democratic Services.

## 6 Commercial pipeline

- 6.1 All proposed contract awards with an expected contract value of £50,000 or above must be included within each Directorate's Departmental Service and/or Capital Plan, which requires Council approval prior to any procurement activity being undertaken. This will form the Commercial Pipeline. The Commercial Pipeline must be submitted to Cabinet for approval on an annual basis.
- 6.2 For contracts that are not included or approved on the commercial pipeline, the following must take place:
  - 6.2.1 For contracts exceeding £500,000, not included in the Commercial Pipeline, a Cabinet report must be approved before procurement activity commences.
  - 6.2.2 For contracts between £178,000 and £500,000, not included in the Commercial Pipeline, a Cabinet Member report must be approved before procurement activity takes place.
  - 6.2.3 For contracts between £50,000 and £178,000, not included in the Commercial Pipeline, approval from the Assistant Director must be obtained prior to commencing any procurement activity.
  - 6.2.4 All Contracts must be approved in accordance with the Financial Schedule of Delegation prior to contract award.
  - 6.2.5 Where applicable, a Key Decision Notice must be approved by the Council and published before any contract awards can take place.

## 7 Procurement Pipeline and Contracts Register

- 7.1 In accordance with the PA2023, the Council is required to publish a Pipeline Notice, for each contract valued at £2m and above, that is expected to be procured in the 18 months from the start of the financial year.
- 7.2 Executive Directors and delegated Officers must ensure that all contracts awarded with a total value exceeding £25,000 are notified to County Procurement and are recorded on the Council's contracts register
- 7.3 Additionally, each Executive Director and delegated officers shall ensure that they notify County Procurement of any contracts that are: awarded, extended,

novated, materially varied or terminated (including those that terminated due to reaching their natural expiry date). All such activities must be undertaken in accordance with these Standing Orders.

## 8 Digital Procurement

- 8.1 Any technology requirement, including hardware, software and consumables, must be agreed by the Digital Department.
- 8.2 Any new requirement for technology, whether it involves the acquisition of a new system, platform, or tool, or any major upgrade to existing technology must seek support from the Project Management Office (PMO) at the stage of initiation.
- 8.3 Before any procurement activity is initiated, the proposed requirement must be submitted to and considered by the Digital Procurement Board. Approval from the Digital Procurement Board is mandatory prior to commencing any procurement processes for Technology.
- 8.4 No procurement or contractual engagement for technology may proceed without prior endorsement and approval from both the PMO function and the Digital Procurement Board.

## 9 Consultancy Procurement

- 9.1 All proposed expenditure on consultancy services, irrespective of value, must be referred to and approved by the Consultancy Spend Board before any procurement activity is initiated. This includes spend for advice, specialist support, project delivery, interim expertise, or any other service that meets the definition of consultancy.
- 9.2 Officers must not engage with suppliers, issue any procurement documentation, or begin market engagement for consultancy services prior to receiving formal approval from the Consultancy Spend Board.
- 9.3 Approval must be sought through the established governance process, with a clear business case that demonstrates the necessity, expected outcomes, and value for money of the proposed consultancy engagement.
- 9.4 This requirement applies to all consultancy-related procurement routes, including direct awards, framework call-offs, and competitive tenders.
- 9.5 Failure to follow this process may result in non-compliance with the Council's Standing Orders and may lead to disciplinary action or procurement audit review

## 10 Joint Procurements

- 10.1 Before participating in or leading any joint procurement arrangement — defined as any procurement activity undertaken in collaboration with a third-party organisation, including but not limited to neighbouring local authorities, NHS bodies, government agencies, charities, voluntary sector organisations, or external service providers — the relevant Executive Director for the procuring department must seek prior approval from the Head of Procurement.

## 11 Trial Procurements / Proof of concept

- 11.1 Executive Directors may purchase a trial of goods, services or works that are new to the Council or execute a proof concept. These contracts must be treated as over threshold contracts, regardless of value, and follow an appropriate compliant PA23 or PSR procedure.

## 12 Alternative Payment Methods

- 12.1 The Council may use alternative methods of payment for goods and services, such as corporate payment solutions, where appropriate. However, these methods must not be used to bypass or avoid compliance with these Standing Orders or any other applicable procurement regulations.
- 12.2 All transactions made using such payment methods must be conducted in accordance with the Council's relevant financial policies and procedures, including the Financial Regulations.
- 12.3 Officers must ensure that all purchases made via these payment methods are proportionate, offer value for money, and have the appropriate level of authorisation.

## 13 Risk Assessment methodology

- 13.1 Officers must conduct a structured risk assessment, in relation to any procurement activity, to safeguard the Council's interests, particularly in the event of a Provider default. This assessment forms a critical component of procurement planning and contract management, ensuring that appropriate measures are in place to mitigate potential risks throughout the contract lifecycle.
- 13.2 Officers must evaluate risk based on a standard matrix of Impact vs. Likelihood, considering both the potential severity of a risk event and the probability of its occurrence please see image 1. The assessment must be proportionate and support informed decision-making regarding the necessity and scope of risk mitigation measures. Officers must consider the following non-exhaustive factors when determining the need for additional security or risk mitigation measures:
  - 13.2.1 value of the Contract;
  - 13.2.2 impact on the business operations;
  - 13.2.3 type of Goods, Services or Works being procured;
  - 13.2.4 payment profile of the Contract;
  - 13.2.5 financial strength of the suppliers in the market; and
  - 13.2.6 affordability and proportionality.

Image 1



- 13.3 Where a procurement is categorised as Medium or High Risk, Officers must engage with the Procurement Team at the earliest possible stage and seek their advice. Procurement will support Officers in developing appropriate risk mitigation strategies, which will be documented in the Sourcing Strategy and applied throughout the procurement and contract management process.
- 13.4 In circumstances where the Council may be exposed to significant risk in the event of provider default or performance failure, Officers must consider whether additional forms of security are required. Such protections should include:
- 13.4.1 Performance Bonds
  - 13.4.2 Parent Company Guarantees
  - 13.4.3 Retention Provisions
  - 13.4.4 Liquidated Damages Clauses (particularly where timely delivery is critical and delays could result in financial loss to the Authority)
- 13.5 The inclusion of these provisions must be based on a balanced risk assessment and must take account of the specific characteristics and risk profile of the procurement.

## 14 Conflict of Interests

- 14.1 Where an Officer engages, supervises, manages or has any other official relationship with an organisation and has previously had or currently has a relationship in either a private, domestic capacity and or holds commercial interests within the organisation, the Officer must declare that relationship to their Executive Director.
- 14.2 Officers acting in relation to a Procurement Procedure must complete a Conflict of Interest declaration form and take all reasonable steps to identify and continuously review any actual, potential or perceived conflicts of interest.
- 14.3 Officers must work with Procurement to eliminate or mitigate any conflicts of interest (or potential/perceived conflicts of interest) in accordance with PA23. Any decision to exclude a supplier from a Procurement because of such conflict will

be made by the Head of Procurement in consultation with Legal and Democratic Services.

- 14.4 Any procurement which exceeds the goods/services threshold requires a Conflicts Assessment to be prepared in accordance with PA23. The key requirements are:
- 14.4.1 The Council must take all reasonable steps to identify and keep under review any actual or potential conflicts of interest related to a procurement. This includes conflicts involving individuals acting on behalf of the authority or influencing procurement decisions.
  - 14.4.2 The Council is required to take reasonable steps to ensure that conflicts of interest do not give or appear to give any supplier an unfair advantage or disadvantage. This may involve requiring suppliers to take steps to mitigate conflicts or, if necessary, excluding suppliers from the procurement process
  - 14.4.3 Before publishing any procurement notices (such as Tender Notices or Transparency Notices), the Council must prepare a conflict assessment. This assessment must detail identified conflicts, potential or perceived conflicts and the steps taken to mitigate them.
  - 14.4.4 When publishing relevant notices, The Council must review the conflict assessment and update if required to ensure transparency and accountability in the procurement process.

## 15 Exit Arrangements

- 15.1 Officers must ensure that all contracts include clear exit arrangements to protect the Council's interests at the conclusion or early termination of a contract. These should include:
- 17.1.1 Notice periods and termination procedures
  - 17.1.2 Handover requirements and transitional support
  - 17.1.3 Data and asset return or destruction obligations
  - 17.1.4 Continuity plans where services or goods are critical
  - 17.1.5 Exit planning must be considered at the outset of the procurement process to allow for a smooth transition and to minimise disruption to the Authority's operations.

## 16 General Data Protection Regulation (GDPR)

- 16.1 Where a Provider is granted access to or custody of personal data as part of the awarded contract, the Executive Director or delegated Officer is responsible for ensuring compliance with the Council's Data Protection obligations. This includes adhering to the Council's Information Security and Data Protection Policies, particularly in relation to contracting with data processors and the sharing of personal data.
- 16.2 A Data Protection Impact Assessment (DPIA) must be completed in consultation with the Information Governance Team.

## 17 Pre-Market Engagement

- 17.1 Prior to commencing a formal procurement process, Officers must undertake pre-market engagement in accordance with the Procurement Act 2023. This engagement can be used to:
  - 17.1.1 Understand market capabilities, innovations, and capacity.
  - 17.1.2 Refine the specification and procurement strategy.
  - 17.1.3 Inform risk assessments, budget estimates, and delivery models.
  - 17.1.4 Engage with stakeholders and identify potential delivery risks.
- 17.2 Officers must ensure that all Pre-market engagement is carried out transparently and equitably, ensuring no supplier gains an unfair advantage. Officers must retain records of all engagement activity and ensure any information shared is made available to all potential bidders as part of the procurement process
- 17.3 Where pre-market engagement is conducted for contracts above the PA23 thresholds, Officers must ensure the relevant Preliminary Market Engagement Notice is published on the Central Digital Platform, in line with the statutory requirements under the PA23.
- 17.4 If pre-market engagement is not undertaken for contracts over the threshold, the Officer must document a formal justification explaining why engagement was not necessary or appropriate in the circumstances. This justification must be retained in the procurement file and be available for audit or legal review and published on any associated notices.
- 17.5 Pre-market engagement requirements may not apply to contracts awarded under the PSR regulations.

## 18 Due Diligence, Debarment list and Excludable suppliers

- 18.1 Officers must conduct suitable due diligence when contracting with Providers. The due diligence requested of the Provider must be proportionate to the contract value and risk.
- 18.2 Due diligence on above threshold procurements (covered) must be conducted in accordance with the PA2023. The debarment list must be checked on above threshold procurements and must exclude (or have discretion to exclude) Providers on the debarment list. This must be conducted by County Procurement
- 18.3 Legal and Democratic Services/Monitoring Officer must give approval for any notification to the Minister of the Crown, under Section 59, Notification of exclusion of Provider, of the PA2023.

## 19 Procurement Using External Grants Monies

- 19.1 Where the Council undertakes procurement activities using external grant funding, including but not limited to funding from Government departments, devolved administrations, or other third-party bodies, all procurement must be carried out in full compliance with the Council's Standing Orders, unless explicitly instructed otherwise by the grant conditions.

- 19.2 In addition to these Standing Orders, any specific conditions attached to the grant funding must be adhered to, particularly where they:
- 19.2.1 Specify named Providers;
  - 19.2.2 Require the use of particular procurement frameworks;
  - 19.2.3 Impose additional procurement or reporting obligations; and or
  - 19.2.4 Mandate compliance with funder-specific rules or guidance (e.g. UK Subsidy Control requirements or State Aid rules).
- 19.3 Where a grant condition requires procurement outside of the Council's Standing Orders (e.g. naming a specific supplier), this must be formally documented and approved as a Waiver in accordance with the Waiver procedure set out in these Standing Orders in section 31. A copy of the relevant grant documentation must be retained with the procurement record.
- 19.4 Officers must consult County Procurement at the earliest stage when grant funding is being considered or secured, to ensure that the:
- 19.4.1 Procurement procedure is aligned with both the Council's rules and the grant requirements;
  - 19.4.2 Procurement timelines and procedures are planned appropriately; and
  - 19.4.3 Risks of non-compliance (which could lead to funding being withheld or reclaimed) are managed.
- 19.5 All procurements funded through external grants remain subject to applicable public procurement legislation, including the PA23, PR24, PSR and any relevant rules concerning transparency and value for money.
- 19.6 The Contract Manager is responsible for ensuring all documentation is maintained and available for audit, including evidence of compliance with both grant and procurement requirements.
- 19.7 Where there is uncertainty regarding the interpretation or application of grant conditions in relation to procurement, the matter must be referred to the Monitoring Officer and the Head of Procurement for advice before proceeding.

## 20 Calculating Contract Value

- 20.1 The value of a contract is the estimated total amount payable (ex VAT) over the whole life of a contract, including any proposed extensions. Officers must not disaggregate the requirements in terms of scope, duration or value for the purpose of reducing the total value to circumvent these Standing Orders.
- 20.2 A genuine assessment of the whole life costs of the contract or framework agreement must be undertaken.
- 20.3 Officers must estimate the maximum value the Council could expect to pay under the contract including an option for additional requirements which may be required over the life of the contract.
- 20.4 If two or more contracts could be reasonably supplied under one, they must be aggregated into a single contract.
- 20.5 If the Council is unable to estimate the value as the duration is unknown, the

contract must be treated as over the PA23 threshold in accordance with section 22 of these Standing Orders.

- 20.6 For ongoing requirements where there is no perceived expiry, the Council must calculate the value of the contract based on a minimum period of 48-months.
- 20.7 For Concession Contracts, the value of the contract shall be the total turnover of the concessionaire generated over the duration of the contract (ex VAT) in consideration for the goods, works or services that are in the scope of the concessions contract.
- 20.8 The value of an Income Contract is the gross income generated by the Council as a result of the rights granted, or goods, services or works supplied by the Council.

## 21 Contracting Rules Based on Value

- 21.1 The following outlines the minimum requirements that officers must follow when procuring contracts, determined by both the contract value and scope of the procurement requirements, namely goods, services, works, including social and specified services.
- 21.2 Before commencing any procurement activity, Officers must first assess whether the requirement can be met through internal Council resources or delivery teams. Where in-house services or capabilities exist, they must be given full and fair consideration as the primary delivery option.
- 21.3 If the requirement cannot be fulfilled internally, Officers must then determine whether there is an existing Council-procured contract, framework agreement, or dynamic purchasing system that is capable of meeting the need, either directly or through a permitted call-off arrangement.
- 21.4 Only where it is confirmed that the requirement cannot be met by either internal provision or an existing contractual arrangement may officers proceed with initiating a new procurement process.

## 22 Procurement Act and Provider Selection Regime Thresholds

Scope	Value inc VAT	Indicative Value (ex 20%) VAT
<b>Goods/Services</b>	<b>£207,720</b>	<b>£173,100</b>
<b>Works</b>	<b>£5,193,000</b>	<b>£4,327,500</b>
<b>Light touch regime</b>	<b>£663,540</b>	<b>£552,950</b>
<b>Concession Contracts</b>	<b>£5,193,000</b>	<b>£4,327,500</b>
<b>Provider Selection Regime</b>	<b>£0+</b>	<b>£0+</b>

Procurement Where Values are Below the Public Contract Regulations 2015 and Procurement Act 2023: Section 23 - 26 applies to Goods, Services,

## Works, Light Touch Regime and Concession Contracts.

### 23 Contracts Valued up to and inclusive of £5,000.00 ex VAT

- 23.1 Where the estimated value or amount of a proposed contract does not exceed £5,000 a minimum of one written quotation from a suitable provider must be sought.
- 23.2 Officers are encouraged to conduct an informal quotation exercise to ensure value for money.
- 23.3 Officers are encouraged to use Small Medium Enterprises where possible.
- 23.4 Officers are encouraged to use local providers where possible.
- 23.5 A written record must be kept of all quotations and procedures followed.

### 24 Contracts Valued between £5,001 and £50,000 inclusive. (ex VAT)

- 24.1 Between these values, a minimum of three written quotations must be sought from suitable providers.
- 24.2 A decision on how to conduct the quotation must be based on contracting risk
- 24.3 Officers are encouraged to use Small Medium Enterprises where possible
- 24.4 Officers are encouraged to use local Providers where possible
- 24.5 A written record must be kept of all quotations and procedures followed.
- 24.6 Officers must award the contract to the Provider who offers best value.
- 24.7 Officers are required to complete an internal contract award notice and submit to County Procurement to notify them of the award.

### 25 Contracts Values between £50,001 and the Procurement Act Threshold.

- 25.1 Officers must work in partnership with County Procurement and consult with them prior to the commencement of any procurement activity.
- 25.2 For procurements within the relevant value thresholds, Officers may adopt one of the following procedures:
  - 25.2.1 Below threshold Tender which must be conducted via the Council's e-tendering system.
  - 25.2.2 Open Tender which must be conducted via the Council's e-tendering system.
  - 25.2.3 Further Competition via a third-party public sector framework, where the Council is named in the relevant notices.
  - 25.2.4 Direct Award via a third-party public sector framework, where the Council is named in the relevant notices.
- 25.3 The choice of procurement route and the conduct of any informal tender must be determined by an assessment of contracting risk. The decision on how to select the procurement route and or conduct the informal tender must be based

on contracting risk.

- 25.4 A procurement strategy must be approved in advance. This should include, but is not limited to:
  - 25.4.1 The proposed route to market
  - 25.4.2 Consideration of proportionality
  - 25.4.3 Identification of risks and mitigation measures
  - 25.4.4 Key market factors
- 25.5 Officers are encouraged to undertake pre-market engagement to inform the strategy or provide clear justification for not doing so.
- 25.6 Where an officer is using a below threshold tender;
  - 25.6.1 A minimum of three suitable providers must be invited to participate in a below-threshold procurement, and the rationale for provider selection must be clearly recorded..
  - 25.6.2 Where feasible, officers are encouraged to invite local providers to participate.
  - 25.6.3 Officers are also encouraged to engage with SMEs wherever possible
- 25.7 Where an Officer is using a direct award via a third-party public-sector framework;
  - 25.7.1 Confirmation that the framework has been validly established to allow direct awards in accordance with the proposed procurement route.
  - 25.7.2 An approved procurement strategy is in place.
  - 25.7.3 Written justification is provided for the selection of the provider.
  - 25.7.4 The direct award decision is approved by the Head of Procurement or Principal Officer.
- 25.8 Officers must award based on the Most Advantageous Tender (MAT)
- 25.9 The selected procurement procedure must have regard to Social Value.

## 26 Below threshold notices must be published to meet the transparency requirements of PA23 Procurement Act 2023 Threshold +

- 26.1 Officers must work in partnership with County Procurement and consult with them prior to the commencement of any procurement activity.
- 26.2 All procurement procedures must comply with the Council's Standing Orders, PA23, PR24, PCR 2015, as applicable.
- 26.3 Officers are authorised to undertake the following procedures:
  - 26.3.1 Open Tender which must be conducted via the Council's e-tendering system.
  - 26.3.2 Competitive Flexible Procedure which must be conducted via the Council's e-tendering system.
  - 26.3.3 Further Competition via a third-party public sector framework, where the Council is named in the relevant notices.

- 26.3.4 Direct Award via a third-party public sector framework, where the Council is named in the relevant notices.
- 26.3.5 Use of Dynamic Markets, where appropriate and compliant.
- 26.4 A procurement strategy must be approved in advance. This should include, but is not limited to:
  - 26.4.1 The proposed route to market
  - 26.4.2 Consideration of proportionality
  - 26.4.3 Identification of risks and mitigation measures
  - 26.4.4 Key market factors
- 26.5 Officers must undertake pre-market engagement to inform the strategy or provide clear justification for not doing so.
- 26.6 Where the competitive flexible procedure is selected, the flexible approach must be explicitly signed off within the procurement strategy by the Head of Procurement.
- 26.7 Where a direct award is made through a compliant third-party public sector framework, officers must:
  - 26.7.1 Confirm that the framework has been validly established to allow direct awards in accordance with the proposed procurement route.
  - 26.7.2 Ensure an approved procurement strategy is in place
  - 26.7.3 Provide written justification for the provider selection
  - 26.7.4 Obtain approval of the direct award decision from the Head of Procurement
- 26.8 Officers must award based on the Most Advantageous Tender (MAT)
- 26.9 All procurement procedures must take into account the Council's obligations relating to Social Value.
- 26.10 For all contracts, the relevant transparency notices must be published in accordance with the requirements of PA23

## 27 Procurement Under the Provider Selection Regime (PSR) : Section 27-31

- 27.1 The PSR is a set of rules for procuring health care services in England, PSR does **not** apply to the procurement of goods or non-health care services (unless as part of a mixed procurement), irrespective of whether these are procured by the Council

## 28 Direct Award Process (A,B and C)

- 28.1 Officers are permitted to award contracts to providers on a direct award basis when there is limited or no reason to seek change from the existing provider under the following circumstances:
- 28.2 **Direct Award Process A:** the existing provider is the only provider that can deliver the health care services must be used when all of the following apply.

- 28.2.1 there is an existing provider of the health care services to which the proposed contracting arrangements relate
  - 28.2.2 the Council is satisfied that the health care services to which the proposed contracting arrangements relate can only be provided by the existing provider (or group of providers) due to the nature of the health care services.
- 28.3 **Direct Award Process B:** patients have a choice of providers, and the number of providers is not restricted by the Council must be used when all of the following apply.
- 28.3.1 the proposed contracting arrangements relate to health care services where patients are offered a choice of provider
  - 28.3.2 the number of providers is not restricted by the Council
  - 28.3.3 the relevant authority will offer contracts to all providers to whom an award can be made because they meet all requirements in relation to the provision of the health care services to patients; and
  - 28.3.4 the Council has arrangements in place to enable providers to express an interest in providing the health care services.
- 28.4 **Direct Award Process C:** the existing provider is satisfying its existing contract, will likely satisfy the new contract to a sufficient standard, and the proposed contracting arrangements are not changing considerably may be used when all the following apply.
- 28.4.1 the Council is not required to follow direct award processes A or B
  - 28.4.2 the term of an existing contract is due to expire, and the Council proposes a new contract to replace the existing contract at the end of its term
  - 28.4.3 the proposed contracting arrangements are not changing considerably; and
  - 28.4.4 the Council is of the view that the existing provider (or group of providers) is satisfying the existing contract and will likely satisfy the proposed contract to a sufficient standard.
- 28.5 Direct awards A,B and C cannot be used to conclude a framework.
- 28.6 Officers must submit a contract award notice via the CPD within 30 days of the contract being awarded.
- 28.7 Officers must keep clear records detailing their decision-making process and rationale including in relation of the management of conflicts of interest in accordance with section 15 of these Standing Orders.
- 28.8 Urgent Award Process: Where it is considered that an award or modification must be made urgently, the reason for the urgency was not foreseeable by and not attributable to the relevant authority and delaying the award of the contract or modification to satisfy the requirements of regulations 6 to 13 of the PSR would be likely to pose a risk to patient or public safety. Where utilised the Council must satisfy the requirements set out in Regulation 14 (3) and (4).

## 29 Most Suitable Provider

- 29.1 Where direct award A and B cannot be used, and direct award C cannot or is not being used, Officers may use the Most Suitable Provider Process where the Council is of the view that it is likely to be able to identify the most suitable provider and where the procurement is not to conclude a framework agreement.
- 29.2 Potential Providers must be identified who may be the most suitable provider, with reference to key criteria and basic selection criteria.
- 29.3 Offices must submit a notice of intention to follow this process via CPD, including the following information;
  - 29.3.1 a statement that the Council intends to use the Most Suitable Provider Process;
  - 29.3.2 the contract title and reference;
  - 29.3.3 a description of the relevant health care services to which the contract relates including the most relevant CPV code; and
  - 29.3.4 details of the award decision-makers.
- 29.4 Officers are required to then assess the potential providers identified and chose the most suitable provider to make an award taking into account the key criteria and basic selection criteria.
- 29.5 Before entering into the contract, the relevant authority is required to submit a notice of intention to make an award to the chosen provider which includes the information set out at Schedule 6 of the PSR.
- 29.6 Officers must observe a standstill period of eight (8) working days which will begin the day after the notice of intention to award is published. Following the end of the standstill period, and providing that no written representations are made during the standstill period the Council can enter into the contract.

## 30 Competitive Process

- 30.1 Where the Council is choosing not to award via the Direct award process, A,B, C or the Most Suitable Provider process, a competitive procedure must be undertaken.
- 30.2 The Council must submit a notice inviting offers to provide the relevant health service in relation to which the contract is to be awarded, or framework agreement is to be concluded.
- 30.3 Before entering into the contract, the Council is required to submit a notice of intention to make an award to the chosen provider which includes the information set out at Schedule 6 of the PSR.
- 30.4 Officers must observe a standstill period of eight (8) working days which will begin the day after the notice of intention to award is published. Following the end of the standstill period, and providing that no written representations are made during the standstill period the Council can enter into the contract.

## 31 Abandonment of a Procurement Procedure

- 31.1 Where it is determined that a procurement procedure is to be abandoned prior to contract award, the following requirements must be observed:
- 31.2 The Head of Procurement must formally approve the decision to abandon the procedure.
- 31.3 A written justification for the abandonment must be recorded and retained in the procurement file.
- 31.4 Where applicable, a formal notice of abandonment must be published in accordance with PA23.
- 31.5 All suppliers or participants involved in the process must be notified in writing of the decision to abandon and provided with appropriate feedback, where relevant.

## 32 Procurement Waivers

- 32.1 Whilst the Council may choose to waive certain requirements within these Standing Orders, it is important to note that requirements under PCRs 2015, PA23 PR24 and PSR cannot legally be waived.
- 32.2 Waivers from these Standing Orders may be granted in exceptional circumstances by the Monitoring Officer.
- 32.3 If the contract value exceeds the threshold set out in the Procurement Act 2023, the process must comply with Schedule 5 of the Act, including publishing a notice and observing the standstill period.
- 32.4 All waivers must be obtained prior to commencing any procurement action. Delays caused by poor planning or unnecessary postponements do not qualify as valid reasons for a waiver, and retrospective waivers are not permitted.
- 32.5 Waivers will only be granted under the following conditions:
  - 32.5.1 Only one supplier exists in the market.
  - 32.5.2 The procurement is grant-funded, and the supplier is specified as a condition of the funding.
  - 32.5.3 The goods, works, or services are required urgently due to an unforeseen extreme emergency.
  - 32.5.4 The procurement involves creating a prototype not currently available on the market.
  - 32.5.5 The contract concerns a unique work of art.
  - 32.5.6 Exclusive rights apply, with no reasonable alternatives available.
  - 32.5.7 There is a lack of competition for technical reasons, with no reasonable alternatives.
  - 32.5.8 The procurement is necessary to protect life.
  - 32.5.9 There is sufficient evidence that a competitive tendering procedure has been carried out and there are no suitable tenders or requests to participate
- 32.6 If a waiver is not approved, the contract must not proceed. Should a waiver be

requested retrospectively, unless due to an extreme unavoidable emergency, this will be recorded as a non-compliance and referred to the Monitoring Officer.

- 32.7 In cases of repeated waiver requests or ongoing non-compliance within a team the Monitoring Officer and Audit will be informed. The relevant Contract Owner and Head of Procurement will then develop a plan to assess the situation and recommend remedial actions. This plan will be submitted to the relevant Service Director for approval and once approved, implemented.
- 32.8 A summary report of all approved waivers, including the number and rationale for each, will be submitted bi-annually to Internal Audit.

### 33 Awarding contracts

- 33.1 Following the completion of a compliant procurement process in accordance with these Standing Orders and all relevant legislation, contracts may be awarded in line with the Council's Financial schedule of Delegation as set out in the Financial Regulations.
- 33.2 Officers must ensure that all necessary approvals have been obtained prior to contract award and that the award decision is properly documented. The decision to award contracts is dependent on the value of the contract and must be exercised by the appropriate Officer or committee with delegated powers.
- 33.3 All contract awards must be made transparently, in accordance with the evaluation criteria set out in the procurement documentation, and in a manner that demonstrates value for money, fairness, and accountability.
- 33.4 No contract shall be awarded until it is confirmed that the procurement process has been conducted in full compliance with the Standing Orders, and the financial implications of the contract are fully understood and approved within existing budgets or financial plans.

### 34 Contract Execution/ Form of Contract

- 34.1 All contracts must be signed (or sealed and signed if required) and dated prior to any work commencing. Contracts must not be signed during or after the delivery of goods, services, or works. This must be done in line with the Council's Standing Orders and Financial Schedule of Delegation.
- 34.2 All contracts in writing must be signed unless the Director of Legal and Democratic Services or the law requires that they should be signed as Deed. Deeds must be sealed using the Council's official seal.
- 34.3 When a contract is sealed, this must be done in the presence of the Director of Legal and Democratic Services or an officer with delegated authority. That Officer will also sign to confirm the seal was applied and keep a record of it in the Council's seal register.
- 34.4 Under the law and Council procedures, contracts must be signed by two senior officers, depending on who prepared the contract:
  - 34.4.1 If Legal & Democratic Services helped prepare the contract, one of the signatures must be from a senior Officer in Legal & Democratic

Services with authority to sign, and the other from the relevant service area.

- 34.4.2 If Legal & Democratic Services did not prepare the contract, the contract must be signed by two senior Officers from the service area responsible for the contract, both authorised under the Scheme of Delegation.
- 34.4.3 If the Director of Legal and Democratic Services gives specific instructions Officers should follow those instructions for who should sign.
- 34.5 For contracts that do not fall under the rules above, the appropriate authorised officer may sign in line with the Council's Scheme of Delegation.
- 34.6 No contract should be signed, sealed, or dated unless all necessary approvals and authorisations have been confirmed.

## 35 Redacted Contracts

- 35.1 In accordance with the Procurement Act 2023, where the value of a public contract is £5 million or more (including VAT), the Council is required to publish the contract on the Central Digital Platform.
- 35.2 Prior to publication, Officers must ensure that contracts are appropriately redacted to remove any sensitive or confidential information that is exempt from disclosure under applicable legislation, including:
  - 35.3 Personal data protected under data protection laws
  - 35.4 Commercially sensitive information, where disclosure would prejudice legitimate business interests
  - 35.5 National security-related information
  - 35.6 Other exemptions under the Freedom of Information Act 2000
- 35.7 The redaction process must be carried out carefully and documented clearly, with a justification for each redaction retained on file.
- 35.8 Contracts meeting or exceeding the £5 million threshold must be published within 90 days of the contract being awarded. This includes:
  - 35.8.1 A redacted copy of the final signed contract
  - 35.8.2 A contract award notice as required in accordance with PA23

## 36 Contract Management

- 36.1 A designated Officer must be assigned as a Contract Manager for each contract, with responsibilities commensurate with the value, complexity and level of risk of the contract.
- 36.2 To prioritise resources and ensure proportionate oversight, all contracts must be categorised as Bronze, Silver, or Gold based on a structured assessment of:
  - 36.2.1 Contract value - financial exposure to the Council
  - 36.2.2 Contract risk - operational, reputational, financial, or legal risk

- 36.2.3 Complexity - technical, commercial, or stakeholder factors
- 36.2.4 Strategic importance - impact on service delivery or corporate objectives
- 36.3 The contract's category determines the level of management and governance required and must be determined at the point of contract award by the Contract Manager, with support and guidance from County Procurement.
- 36.4 Category Definitions
  - 36.4.1 Bronze Contracts – Low value and low risk. These require light-touch management but still need basic contract monitoring and regular supplier engagement.
  - 36.4.2 Silver Contracts – Medium value and/or risk. These require structured contract management including scheduled performance reviews, risk tracking, and active issue resolution.
  - 36.4.3 Gold Contracts – High value, high risk, or of strategic importance. These demand comprehensive contract management plans, executive oversight, detailed performance monitoring (including KPIs), and formal governance structures such as review boards or steering groups.
- 36.5 The Officer acting as Contract Manager is responsible for managing the contract according to its category, ensuring compliance with all terms and conditions, monitoring performance, and addressing risks or issues as they arise.
- 36.6 County Procurement will support Contract Managers by:
  - 36.6.1 Providing guidance on the categorisation process and risk assessment
  - 36.6.2 Supplying contract management tools, templates, and training
  - 36.6.3 Assisting with supplier relationship management for Silver and Gold contracts
  - 36.6.4 Advising on commercial or legal concerns during the life of the contract
  - 36.6.5 Advising on PCR, PA23 or PSR notices that require publishing during the life of the contract
  - 36.6.6 Publishing any PA23 or PSR notices
- 36.7 Each contract should have an appropriate Contract Management Plan, proportionate to its category, detailing:
  - 36.7.1 Roles and responsibilities
  - 36.7.2 Key milestones and deliverables
  - 36.7.3 Performance monitoring arrangements
  - 36.7.4 Risk and issue management processes
  - 36.7.5 Review and escalation procedures
  - 36.7.6 Conflict Assessment Review
- 36.8 Contract reviews must be carried out at defined intervals and documented. Any proposed changes, issues, or risks must be recorded and acted upon promptly, with escalation to County Procurement or Legal Services where required.

## 37 Contract Extensions

- 37.1 Contract extensions are only permitted where an extension option was clearly included in the original scope and terms of the contract and advertised as part of the original procurement process. The extension must be in line with the original contract duration, value, and conditions.
  - 37.2 Any extension not originally specified or scoped in the contract must not proceed without formal approval. In such cases, a procurement waiver must be requested and approved in accordance with these Standing Orders before any extension can be agreed or implemented.
  - 37.3 All contract extensions must be:
    - 37.3.1 Justified and documented, demonstrating continued value for money and acceptable performance
    - 37.3.2 Approved in line with the Financial Schedule of Delegation
    - 37.3.3 Formally recorded as a variation or extension to the existing contract
    - 37.3.4 Published via any associated notices as required by PA23, PCR 2015 or PSR.
- 37.1. Failure to follow this process may result in non-compliance with procurement regulations and internal governance requirements and will be reported to Audit.

## 38 Contract Variations/ Modifications

- 38.1 Variations or modifications to a contract after award are only permitted where they comply fully with Schedule 8 of the PA23, Regulation 72 of the PCR 2015 or Regulations 13 and 14 of the PSR. Modifications, Contract variations cannot be leveraged to circumvent competition or alter the fundamental nature of the original contract.
- 38.2 Modifications are only allowed without a new procurement procedure in specific circumstances set out within Schedule 8 of the PA23, Regulation 72 of the PCR 2015 or Regulations 13 and 14 of the PSR, including (but not limited to):
  - 38.2.1 Where the modification was clearly provided for in the original contract and/or contract notice, including any "known unknowns" (anticipated risks or changes that were not certain but could reasonably occur)
  - 38.2.2 Where the modification is necessary due to unforeseeable circumstances that a diligent authority could not have anticipated
  - 38.2.3 Where a change in supplier is required due to corporate restructuring or insolvency, and the new supplier meets the original selection criteria
  - 38.2.4 Where the modification is not substantial in nature (i.e. it does not materially alter the contract's scope, value, or economic balance)
- 38.3 When planning procurements, Officers must identify and publish any anticipated risks or potential future changes "known unknowns" within the contract notice and/or tender documentation. This may include:
  - 38.3.1 Scope adjustments for service expansion or reduction
  - 38.3.2 Changes in legislation or regulation that may require contract amendment

### 38.3.3 Price or volume adjustments based on demand fluctuations

- 38.4 By including these in the original procurement documentation, the Council preserves the ability to make future adjustments without triggering a new procurement process, provided the changes are within the limits and conditions set out in Schedule 8 of the PA23, Regulation 72 of the PCR 2015 or Regulations 13 and 14 of the PSR.
- 38.5 All contract modifications must be approved in line with the Financial Schedule of Delegation prior to any discussions or agreements being formally agreed with the provider.
- 38.6 Where a proposed modification is major, high-risk, or commercially sensitive, Officers must also seek legal advice to ensure the variation is lawful and protects the Council's interests.
- 38.7 In addition, where required under the PA23 or PSR, the Council must:
- 38.7.1 Publish a Contract Change Notice (CCN) or Modification Notice (PSR) to notify the market of the modification.
  - 38.7.2 Update the contract terms to reflect the agreed change accurately and transparently
- 38.8 Failure to follow this process may result in an unlawful modification, leaving the Council open to procurement challenges, audit scrutiny, or reputational damage. All variations must be proportionate, justified, and fully compliant with legislation and internal governance.

## 39 Novations

- 39.1 The Novation of contract of any kind can only be agreed and approved by the Director of Legal and Democratic Services or as designated by the Director of Legal and Democratic Services

## 40 Payment notices

- 40.1 In accordance with Section 69(1) of PA23, the Council must publish a Payments Compliance Notice within 30 days following the end of each reporting period, provided that any payment was made under a public contract or became payable during that period.
- 40.2 The notice must be published on the central digital platform

## 41 KPI notices

- 41.1 The Council is required to publish Contract Performance Notices for all public contracts, valued over £5m and above, where performance against key contract terms is measured. Please note: Contract awarded through third-party frameworks, concession contracts, light touch contracts and PSR contracts are exempt from this requirement.
- 41.2 A Performance Notice must be published on the designated central digital platform and shall provide a summary of the supplier's performance against

pre-determined Key Performance Indicators). These KPIs must be proportionate, contract-specific, and measurable.

- 41.3 A minimum of three KPIs must be set and agreed at the time of contract award for all applicable contracts.
- 41.4 Performance Notices must be published annually, for the duration of the contract and at contract termination or expiry, regardless of duration.
- 41.5 The content of Performance Notices must be accurate, evidence-based, and aligned with the contract's monitoring records. Publication must take place within 90 days of the end of the relevant performance period.
- 41.6 Contract Managers are responsible for ensuring that performance data is collected and validated in a timely manner and that the data is accessible for County Procurement to allow them to publish the mandatory Performance information in accordance with regulatory deadlines.

## 42 Contract termination

- 42.1 The termination of a public contract, whether through natural expiry, mutual agreement, or early termination for any reason, must be managed in accordance with the Council's contractual and statutory obligations, including requirements under the PA23 and PR24.
- 42.2 A Termination Notice must be published on the central digital platform within 30 days of the contract ending, regardless of the reason for termination. This applies to:
  - 42.3 Natural expiry of the contract at the end of its agreed term;
  - 42.4 Early termination by the Council or supplier (e.g. due to breach of contract, insolvency, or non-performance);
    - 42.2.1 Termination by mutual consent;
    - 42.2.2 Termination for convenience, where allowed under the contract terms.
- 42.5 Responsibility for ensuring timely and accurate publication of the Termination Notice rests with the Contract Manager, in coordination with the Procurement Team.
- 42.6 In cases where a contract is terminated early for cause, breach or failure to perform, Legal and Democratic Services must be informed, and a review may be undertaken to assess implications, ensure compliance, and identify potential improvements to future contract management processes.
- 42.7 Failure to publish a Termination Notice within the required timeframe constitutes a breach of these Standing Orders and may be subject to further internal review or corrective action.

## 43 Document Records, Control and Retention

- 43.1 All documentation used in Informal Tenders, Formal Tenders, and awards made via frameworks must be reviewed and approved by County Procurement and/or Legal and Democratic Services, as appropriate.

- 43.2 All quotations, tenders, submissions, and contract documentation must be retained and disposed of in accordance with the Council's Records Retention Schedule.
- 43.3 A central Contracts Register for all contracts with an aggregated value exceeding £25,000 will be maintained by County Procurement.
- 43.4 Each relevant Director is responsible for maintaining a local register of all other contracts with a value below £5,000 entered into within their directorate, as a minimum requirement.
- 43.5 For every individual contract above £5,000, the responsible Officer must ensure that the following documentation is made available to County Procurement, at a minimum:
  - 43.5.1 Copies of quotations or tender submissions
  - 43.5.2 A copy of the signed contract documents
  - 43.5.3 All relevant delegated decisions and associated reports

## Definitions and interpretations

<b>Abandonment</b>	Ending a procurement process without awarding a contract.
<b>Accountability</b>	The obligation to demonstrate that procurement decisions are sound, legal, and in line with Council policies and regulations.
<b>Aggregation</b>	Combining purchases of similar goods or services to determine contract value and ensure correct procurement procedures are followed.
<b>Asset</b>	Any property (tangible or intangible) owned or leased by the Council and managed under appropriate procurement or leasing processes.
<b>Cabinet Member</b>	Elected Council member responsible for decisions within their portfolio, including procurement approvals where required.
<b>Call-offs</b>	Contracts awarded under an established Frameworks, Dynamic Purchasing Systems or Dynamic Markets.
<b>Central Digital Platform</b>	A national platform mandated by PA2023 for publishing procurement notices, making it easier for suppliers to find and bid for contracts and for purchasing organisations to meet their transparency obligations.
<b>Collaborative / Joint Procurements</b>	Joint procurement with other public bodies or partners to achieve economies of scale and shared objectives for example the NHS, other local councils, schools, universities and public trusts.
<b>Commercial Pipeline / Pipeline Notices</b>	A list of prospective commercial activity planned by a contracting authority and approved by the Council. Under PA2023, pipeline notices must be published for commercial pipeline opportunities over 2m.
<b>Commissioning</b>	The entire cycle of assessing needs, designing services, and procuring to deliver value for the community.
<b>Competition</b>	The process of awarding public contracts through competitive tendering procedures, aiming to ensure value for money and the best outcomes for public services.
<b>Competitive Tenders</b>	A formal process where contracting authorities seek bids from potential suppliers for public contracts.
<b>Conflict of Interests</b>	When a person acting in relation to a procurement has an interest (personal, professional, or financial) that might compromise their impartiality or independence in the procurement process. This includes situations where the interest is direct or indirect, and it could influence a decision made by or on behalf of the contracting authority.
<b>Concessions Contract</b>	A long-term contract where public authority grants the Provider exclusive right to build, operate or maintain an asset. The Provider will be paid through the users of the asset rather than the public authority e.g. car parks, leisure centres.
<b>Consultancy Contracts</b>	An agreement for the provision of specialist, professional, or expert advice and services that are predominantly intellectual in nature and delivered by individuals or organisations with specific expertise not readily available within the Council.
<b>Consultancy Spend Board</b>	A governance board within the Council to oversee and approve all

	proposed consultancy engagements prior to any commitment or expenditure to ensure that all consultancy spend is strategically justified, delivers clear and measurable objectives, and demonstrates value for money (VfM).
<b>Continuity Plans</b>	Plans to maintain service delivery during supplier failure or contract transitions.
<b>Contract</b>	A legally binding agreement between the Council and supplier creating obligations that they are legally required to fulfil
<b>Contracting Authorities</b>	Public bodies or entities that are authorised to enter into contracts, typically for public procurement.
<b>Contract Extension</b>	Permitted lengthening of the contract term — must comply with original contract terms and <b>PA2023</b> transparency rules.
<b>Contract Manager</b>	Council officer responsible for managing the delivery and performance of a contract.
<b>Contract Modification/Variation</b>	An agreed-upon change to the terms and conditions of an existing contract
<b>Contract Register</b>	Internal record keeping system for all contracts and agreements held by the council.
<b>Contract Termination</b>	Ending a contract for any reason.
<b>Council</b>	Derbyshire County Council
<b>Council Members</b>	Elected representatives of the Council.
<b>Council Plan</b>	The Council's strategy which sets our vision and priorities for a 4 year period, providing the framework for decision around how the council plan services, allocate resource and measure progress.
<b>Council's Official Seal</b>	The use of a seal or stamp used in executing a contract to signify its importance and authenticity
<b>Debarment List</b>	A published list of suppliers who may be excluded from public procurement for a specific period,
<b>Deed</b>	A formal legal document executed with the Council's seal.
<b>Delegated Authority</b>	The process where an individual or entity grants specific power or responsibility to another person or entity to act on their behalf.
<b>Digital Procurement Board</b>	A governance board within the Council to oversee and approve all proposed digital requirements prior to any commitment or expenditure to ensure that all digital spend is strategically justified, delivers clear and measurable objectives, and demonstrates value for money (VfM).
<b>Disaggregation</b>	Breaking down spend, objectives or requirements to avoid these Standing Orders.
<b>Dynamic Purchasing Systems (DPS) / Dynamic Market (DM)</b>	A flexible procurement method where qualified suppliers can join the DPS/DM throughout the agreements life to participate in future procurements.
<b>Evaluation Criteria</b>	The published criteria used to evaluate supplier bids as part of the evaluation process.
<b>Excludable Suppliers</b>	A supplier that may be excluded from a procurement process when a

	discretionary exclusion applies and the issue is likely to happen again or a supplier is on the Debarment list due to a mandatory exclusion ground.
<b>Exit Arrangements</b>	Clauses that outline how the agreement can be terminated and what happens when it ends
<b>Financial Regulations</b>	Council rules covering financial governance and procurement.
<b>Form of Contract</b>	The legal template that outlines the Councils terms and conditions used for a creating a contract.
<b>Frameworks</b>	Pre-established agreements between a public sector buyer and one or more suppliers, setting out the terms and conditions for future contracts for goods, services, or works.
<b>Freedom of Information Act</b>	A law that grants the public a general right of access to recorded information held by public authorities
<b>Grant Funding</b>	Refers to the financial assistance by a government where the recipient does not have to repay the money. These funds are usually earmarked for specific purposes. They are subject to different rules.
<b>Hardware</b>	Physical IT equipment
<b>Head of Procurement</b>	Senior Council officer responsible for overseeing all aspects of the Council's procurement function.
<b>Hire/Lease</b>	Use of an asset without ownership.
<b>In-house Services</b>	Services provided by Council employees/departments rather than through external providers.
<b>Key Decision Note</b>	A published public notice outlining significant Council decisions.
<b>Key Performance Indicator</b>	Quantifiable measures used to track and evaluate supplier performance in delivering contractual objectives
<b>KPI Notice</b>	A notice published on CPD outlining suppliers performance against contractual KPIs for contracts valued over £5m.
<b>Legal and Democratic Services</b>	Internal Council department providing essential support on all legal and democratic processes and decisions.
<b>Local Government Act 1972</b>	Key legislation defining Council powers and governance.
<b>Local Provider</b>	Suppliers located within Derbyshire County
<b>Market Factors</b>	Market conditions influencing procurement strategy or decisions.
<b>Minister of the Crown</b>	Government minister
<b>Monitoring Officer</b>	Statutory officer responsible for ensuring the council, its members, and its officers act lawfully and adhere to the council's code of conduct
<b>Most Advantageous Tender</b>	The tender that both satisfies the requirements and is the best tender when assessed against the award criteria and the assessment methodology
<b>Non-compliance</b>	Failure to comply
<b>Novation</b>	Replacing a contractual party with a new one.

<b>Officers</b>	Council employees.
<b>Procurement Act 2023 (PA2023)</b>	Primary legislation that sets out the framework and principles for how public authorities in the UK procure goods, services, and works, replacing Procurement Contract Regulations 2015.
<b>Payment Notice</b>	Notice publishing the Councils compliance with the 30 day payment terms of undisputed invoices
<b>Personal Data</b>	Any data or information that relates to an individual
<b>Pre-Market Engagement</b>	A permitted process to engage with the market prior to a procurement process to develop the councils requirements, support the design of a tender process and the preparation of the market.
<b>Procurement</b>	The process of acquiring goods, services, or works
<b>Procurement Notices</b>	Mandatory and optional publications of key steps and decisions throughout the procurement lifecycle.
<b>Procurement Procedure</b>	The process of awarding contracts
<b>Procurement Regulations 2024</b>	Secondary legislation that provides detailed rules and procedures to implement the Procurement Act 2023.
<b>Procurement Strategy</b>	Council's strategic approach to procurement and commissioning.
<b>Procurement Waiver</b>	Formal authorisation that allows a procurement process to deviate from the Standing Orders.
<b>Proportionality</b>	Principle that ensures procurement requirements, conditions and procedures used within a procurement procedure are reasonable and appropriate for the nature of the contract.
<b>Proof of Concept</b>	A small-scale trial used to test the feasibility of proposed requirements and confirm they are achievable before proceeding with a full procurement process.
<b>Provider Selection Regime (PSR)</b>	Set of rules that governs how healthcare services are procured in England.
<b>Public Contract Regulations 2015 (PCR2015)</b>	Regulations that set out the legal framework for how public bodies procure goods, services, and works. Superseded by the Procurement Act 2023, they remain applicable to contracts awarded before February 2025.
<b>Public Contracts</b>	Legally binding agreement entered into by Contracting Authorities.
<b>Redacted Contracts</b>	Legal contracts that have had specific portions of information removed or obscured.
<b>Risk Assessment</b>	A systematic process of evaluating risk.
<b>Scheme of Delegation</b>	A reference document specifying who has authority to make decisions and carry out responsibilities on behalf of the council.
<b>Service Plan</b>	Plans that set out how a department will deliver its services and achieve its goals.
<b>SMEs</b>	Small and Medium Enterprises.
<b>Social Value</b>	The additional social, economic, and environmental benefits generate through procurement activity, beyond the primary delivery of goods, services, or works.

<b>Software</b>	Programs, applications, and operating systems
<b>Standing Orders</b>	Rules that govern how the Council procures goods, works and services.
<b>State Aid Rules</b>	Rules that govern how the council can provide financial aid to businesses. Now largely replaced by the UK Subsidy Control regime.
<b>Subsidy Contract</b>	Contract where the Council grants the supplier financial support
<b>Technology</b>	Broader term including hardware, software, and systems.
<b>Terms and Conditions</b>	Legally binding contractual terms governing relationships with suppliers.
<b>Transparency</b>	Making actions, decision and information readily available to the public
<b>Value For Money</b>	The most advantageous combination of quality, cost and effectiveness.