

Procurement Procedure Rules

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Policy Checklist

Is Customer engagement required?	Yes – Internal Customers (staff)
Does this policy require input or validation from external or legal experts?	No
Is an Equality Impact Assessment (EIA) required?	No
Is a Data Protection Impact Assessment (DPIA) Required?	No
Is the Policy compliant with relevant legislation and regulatory requirements?	Yes
Has the Policy Development Guide been followed?	No

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1.0 Introduction and Scope

The Procurement Procedure Rules have been developed in line with Wandle’s values, which are:

- Think customer
- Build relationships
- Work together
- Aim high
- Own it

It will ensure that actions we undertake will be underpinned by our vision of *“Homes to be proud of and services you can trust”*.

The Procurement Procedure Rules have also been developed in line with Wandle’s Corporate Plan and contributes towards the long-term strategic themes and objectives of Wandle Housing Association (WHA), by:

- Engaging with the market and stakeholders as part of a procurement life cycle
- Ensuring due diligence is carried out to secure financial resilience
- Carrying out appropriate risk assessments
- Investing in digital systems to support procurement governance
- Managing contracts to ensure performance, risk and spend is monitored
- Procure Suppliers who will deliver quality, value for money services and support Wandle’s social value aspirations

1.1 Objectives and Purpose

The purpose of these Rules is to set out the principles, roles and processes involved in procurement at Wandle (including Wandle Housing Association, Delta Homes Limited, Shared Services for Housing Limited and any future subsidiaries). All tendering procedures must comply with these Rules, Wandle’s [Standing Orders](#), English law, and European law in force in England.

All tendering procures must realise value for money through the optimum combination of whole life costs and quality of outcome.

These Rules seek to protect Wandle’s reputation by minimising the risk of allegations of corruption, dishonesty, and failure to meet legal obligations; as such they must be

followed in all commercial/procurement activity undertaken on behalf of Wandle Housing Association and within a partnership arrangement, regardless of the source of funding.

If there is any change to the law which affects these Rules, then that change must be observed until these Rules can be revised. If these Rules conflict in any way with the law, then the law takes precedence.

Note: all values stated within these Rules are [the total contract value](#), inclusive of VAT.

Grant money received shall be deployed in line with these Rules unless the grant conditions state otherwise. NOTE: Specifically for funding sources such as GLA (The Greater London Authority) or ERDF (European Regional Development Funding), Contract Managers must notify Procurement, to ensure any process is conducted in line with specific additional requirements.

When instructing solicitors, Contract Managers must use the HALA Framework to arrange the engagement. Further details can be obtained from Wandle's Legal Services Support Manager.

These Rules do not apply in the following circumstances:

- The purchase or lease of property, land acquisition, interest in land, transaction in land or disposal. This exception does not extend to any service, supplies, or works contracts that may be required to make the land, existing buildings, or immoveable property ready for acquisition, disposal, or leasing.
- Direct employment of permanent or fixed term employees, however, for the avoidance of doubt these Rules do apply to consultancy and employment agency contracts (see the [appointment of consultants](#) chapter).
- Arbitration or conciliation services.
- The lending or borrowing of money by Wandle Housing Association.
- Financial services in connection with the issue, sale or purchase of securities or loans.
- Contracts between entities within the public sector, as defined by [Schedule 2, Part 1 \(Clauses 2 and 3\) of the Procurement Act 2023](#).

1.2 Non-Compliance with these Rules

Where a Wandle staff member becomes aware of any non-compliance with these Rules (which cannot be remedied), they must declare this to the Director of Procurement at SSfH and the relevant Executive Director, or as per Wandle's [Whistleblowing Policy](#).

Failure to comply with these Rules is a serious breach of conduct and could lead to action under Wandle's [Disciplinary Procedure](#). This might include summary dismissal for Gross Misconduct. Wandle staff have a duty to report breaches.

Wandle regards any corruption or bribery as completely incompatible with its public service role and ethos. It is a serious criminal offense for staff to receive or give any gift, loan, fee, reward or advantage for doing or not doing anything in their official capacity. Wandle may cancel any contract which it finds has been let corruptly and may seek to recover losses arising from that cancellation from the Supplier. Refer to Wandle's [Anti-Fraud, Theft and Corruption Policy](#) for further details and information.

2.0 Roles and Responsibilities

Ultimate accountability for procurement decisions rests with the Board but is delegated as detailed in the Standing Orders, therefore, although any staff may lead on and/or negotiate purchases or contracts, approvals and signatures must be in line with delegated authorities.

In all dealings with Suppliers and potential Suppliers, Wandle staff must preserve the highest standards of honesty, integrity, impartiality and objectivity. All staff are required to:

- ensure that all relevant policies, regulatory and statutory obligations are complied with;
- make all procurement decisions in the best interests of the organisation, not the individual;
- seek value for money in all procurement activity and ongoing contract management;
- be fair, efficient, firm and courteous;
- maintain the highest possible standard of integrity in all business relationships;
- declare any personal interest which may affect or be seen by others to affect impartiality;
- respect the confidentiality of information received in the course of duty and ensure that information given in the course of duty is honest and clear; and
- respond promptly, courteously and efficiently to suggestions and enquiries.

2.1 Contract Manager

The Contract Manager responsible for the procurement (contract) must comply with these Rules. They are also responsible for ensuring that any Agents acting on behalf of Wandle do so in compliance with these Rules and must seek written confirmation of their agreement.

As part of the service planning process, Contract Managers are expected to highlight all required procurement support through an annual forward plan (pipeline) in advance of the next financial year.

Contract Managers are responsible for the overall contracting activity, and must ensure:

- Continued compliance with Wandle's requirements
- Value for money
- Compliance with these Rules as well as any legal and statutory requirements
- Compliance with any relevant internal Wandle policy, and
- Compliance with the Wandle [delegated authority expenditure and signatory levels](#).

Before beginning a tendering procedure, the Contract Manager must conduct an appraisal (proportionate to the complexity, risk, and value of the procurement) and consider:

- The objectives of the purchase
- The risks associated with the purchase over its life and how to manage them

- If any contracts and/or suitable Frameworks already exist and assess their suitability, and
- Consulting customers (internal or external) as appropriate about the requirement, the proposed procurement method, contract terms, and performance monitoring.

The Contract Manager must keep the records detailed in these Rules.

The requirements for the various tendering procedures (based on [total value](#)) are detailed below. Where a procedure is required that would be above £90,000 (in terms of [total value](#)), the Contract Manager must contact [Procurement](#) before embarking on the procurement.

Contract Managers must take all necessary legal, financial, and other professional advice (e.g., HR, Finance etc.) before embarking upon any tendering procedure.

Contract Managers are responsible for ensuring all [approvals](#) are in place in line with the [delegated authority levels](#), for all procurement routes.

Contract Managers must ensure that the contracts for which they are responsible are effectively managed and monitored to ensure they deliver the requirement as intended.

Contract Managers must conduct [due diligence](#) prior to awarding a contract, and for the duration of the Contract.

Where a Contract Manager has a potential conflict of interest within a tendering procedure, they must declare this immediately to the relevant Procurement Lead and Executive Director (this is in addition to Wandle's [Employee Code of Conduct](#) and staff [declaration of interest process](#)). The Contract Manager may be required to withdraw from the tendering procedure. A template [Conflict of Interest Declaration – Confidentiality Agreement](#) form is available for use by Wandle staff and external stakeholders.

Contract Managers must ensure details of Suppliers and their submissions are kept confidential (subject to Freedom of Information considerations).

Whilst Procurement have responsibility for ensuring details of all contracts are added to Wandle's [Contract Register](#), the Contract Manager must send details to Procurement, for this to be added (including details of variations and extensions).

Contract Managers must notify [Procurement](#) of any contracts awarded with an estimated [total value](#) of £30,000 and above, so that a Contract Details Notice can be published.

Where the [total value](#) of the contract is £90,000 or more, the Contract Manager will have the responsibility for the below actions within a tendering procedure (quotations are the responsibility of Contract Managers in full, therefore in addition to this list, for quotations Contract Managers will also have responsibility for any relevant actions listed in the [Procurement Lead chapter](#)):

- Ensuring budget and [approvals](#) are in place
- [Section 20](#) consultation and compliance (where applicable)
- Market testing and customer engagement (with engagement and support from Procurement)
- Where the procurement is collaborative, ensuring a Memorandum of Understanding or Service Level Agreement is in place (with engagement and support from Procurement)

- Contribute to procurement timetable as requested by Procurement
- For construction contracts, the pre-construction information
- Procurement Specific Questionnaire (supporting Procurement on any additional questions, relevant to the contract)
- Award questions (including weightings/priority and page limits) (with engagement and support from Procurement)
- Pricing schedule (with engagement and support from Procurement)
- Specification (with engagement and support from Procurement)
- [TUPE information](#) (with engagement and support from Procurement)
- Terms and conditions (form of contract) (with engagement and support from Procurement)
- Convening evaluators (with engagement and support from Procurement)
- Review pricing for anomalies (with engagement and support from Procurement)
- Advising Procurement on [due diligence](#) required prior to award
- Arranging for contract signatures (via Governance)
- Contract implementation/mobilisation

2.2 Executive Management Team (EMT)

Each Executive Director has ultimate responsibility for ensuring compliance with these Rules for all procurement activity within their Directorate.

EMT as a whole must ensure processes are in place to ensure Wandle staff members are aware of their responsibilities under these Rules, receive adequate training and guidance and comply with these Rules at all times.

In the interests of forward planning, EMT will review and approve a pipeline of procurement activity.

Where a member of EMT has a potential conflict of interest within a tendering procedure, they must declare this immediately to the relevant Procurement Lead and the Chief Executive (this is in addition to Wandle's [Employee Code of Conduct](#) and staff [declaration of interest process](#)). The member of EMT may be required to withdraw from the tendering procedure. A template [Conflict of Interest Declaration – Confidentiality Agreement](#) form is available for use by Wandle staff and external stakeholders.

In the interests of forward planning, the Executive Team will review and approve a pipeline of procurement activity. In the event that in the coming year, it is expected that Wandle will pay more than £100 million under contracts for goods, works or services, a Pipeline Notice must be published within 56 days of 1 April (published before 26th May of that financial year). Where a Pipeline Notice is required, it must be published on the Central Digital Platform and include the relevant information about any contract with an estimated total value of more than £2 million that Wandle intends to procure during the 18-month period from the beginning of the financial year (between 1 April and 30 September).

2.3 Procurement Lead

The role of the Procurement team is to add value as well as ensuring compliance (with both internal policy and legislation in force in England).

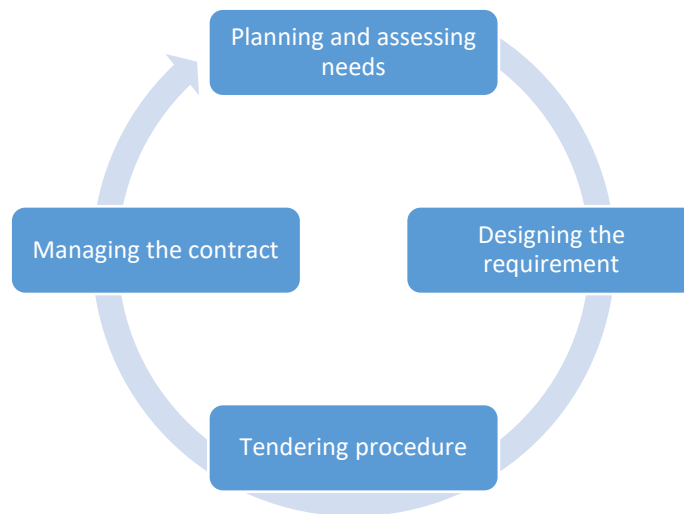
Where the [total value](#) of the contract is £90,000 or more, a member of the procurement team (the Procurement Lead) will have the responsibility for the below actions within a tendering procedure (quotations are the responsibility of Contract Managers in full):

- Market testing and customer engagement (supporting the Contract Manager)
- Procurement timetable, route and process
- Advertising
- Completion of procurement instruction and guidance documentation
- Procurement Specific Questionnaire (with support from the Contract Manager on any additional questions, relevant to the contract)
- Review specification and award criteria
- Creation and management of tendering procedure on an electronic tendering system, including clarification process
- Unsealing tender
- Validating Procurement Specific Questionnaire responses
- Managing conflicts of interest
- Arranging evaluation and moderation dates
- Managing evaluation and moderation process
- Price evaluation (calculation)
- Financial credit check
- Procurement recommendation report
- Drafting and issuing assessment summaries
- Managing standstill process (where applicable)
- Requesting insurance certificates and other [due diligence](#) required
- Publishing transparency notices required as part of the contract award
- Adding awarded contract details to the [Contract Register](#)
- Managing any legal challenges resulting from the award process
- Arranging for contract signatures (if via DocuSign)

3.0 The Tendering Procedure

3.1 The Cycle

The tendering procedure is the process of acquiring goods, works and services, and it spans the whole cycle from planning and the identification of needs, through to the end of a contract or the end of the useful life of an asset/product; see summary points below.



3.2 Planning and Assessing Needs

Getting this stage right is crucial to the success of the tendering procedure, and Contract Managers will need to involve Procurement at an early stage. It is important to allocate plenty of time to undertake this part of the cycle because effectively assessing Wandle's needs may involve:

- Reviewing the existing specification and solutions in the market
- Being clear about what is a 'need', and what is a 'want'
- Consulting with internal and external stakeholders, including customers
- [Market engagement](#)
- Considering [social value](#) and [net zero/sustainability](#) requirements
- Considering budget and other financial constraints
- Considering joint procurement opportunities (collaboration)
- Assessing risks (of procuring and of not procuring, as well as risks within the contract)
- Considering whether a Data Protection Impact Assessment needs to be conducted (refer queries to the [Governance](#) team)
- Valuing the procurement in terms of [total value](#)
- Developing a timetable to acknowledge and understand key milestones

3.3 Designing the Requirement

Following on from the above considerations, Contract Managers will need to work with Procurement to prepare the associated tender documents to be sent out to Suppliers. This will include:

- [Specification](#)
- [TUPE information](#) (where applicable)
- For construction contracts, the pre-construction information
- Evaluation methodology and criteria

- Written quality questions
 - Pricing schedule
- Terms and Conditions (form of contract)

3.4 Tendering Procedure

Contract Managers must engage with Procurement where the [total value](#) is estimated to be £90,000 or more. Procurement will then discuss the options available, and what the most appropriate route to market would be. As part of any procurement, there is likely to be:

- [Section 20](#) obligations
- Advertising (where applicable)
- [Clarifications from Suppliers](#)
- Evaluation and moderation processes
- [Due diligence](#) process to be conducted
- Assessment summaries and Notices to be issued

3.5 Managing the Contract

It is important to remember that the hard work of the procurement will only be worth it if the contract itself delivers; good [contract management](#) is therefore essential in ensuring that the intended outcomes and any desired value is achieved, as well as that both parties (Wandle and the Supplier) are meeting their contractual obligations.

[Contract management](#) should be proportionate to the value, risk, and complexity of the contract. Contract Managers are to refer to the separate [Contract Management Toolkit](#).

4.0 Total Value

Total Value is the maximum potential contract value. This is an estimation of the annual value, multiplied by the maximum contract length (including any extensions). All references to “value” within these Rules refer to total value.

The total value, and all values stated within these Rules are inclusive of VAT.

It is important to calculate the estimated value of the contract, as it is necessary to identify which of the chapters within these Rules to follow.

In the event that the estimated total value is below the [Public Procurement \(PA2023\) Threshold](#), and following a tendering procedure the proposed winning Supplier’s total bid value exceeds the relevant [Public Procurement \(PA2023\) Threshold](#), the Contract Manager must not award the contract without consulting Procurement.

4.1 Lots and Disaggregation

Lots are a way to split a larger single procurement into smaller ‘chunks’ which are then procured under separate contracts with (potentially) different Suppliers. There are potential significant benefits of doing this, including risk reduction in the supply chain (for example, by having multiple Suppliers for a similar service in different geographical

areas or multiple sources for a particular good or service reducing the risk of Supplier failure) and maintaining the long-term viability and diversity of the supply market through the award of a higher number of contracts.

Additionally, using lots might encourage small and medium-sized enterprises (SMEs) to bid; for example, they may find it easier to tender for or deliver smaller contracts, or smaller parts of larger contracts. This can support innovation, value for money, economic growth and potential expansion of the Supplier base for that market.

Where a proposed work or provision of services may result in contracts being awarded in the form of separate lots, account shall be taken of the total estimated value of all such lots. Where the aggregate value of the lots is equal to or greater than £90,000 the Contract Manager must contact Procurement for further guidance.

Contracts shall not be subdivided with the effect of preventing it from falling within the scope of these Rules, thresholds, or any relevant Public Procurement Regulations.

Recurring Contracts shall not be put in place with the effect of preventing them from falling within the scope of these Rules, thresholds, or any relevant Public Procurement Regulations. Spend must be aggregated where it is appropriate to do so, whether that is within internal departments, or across multiple departments for the same scope of work; to ensure value for money is achieved and reduce the duplication of work. Examples of where aggregate spend would be appropriate includes (but is not limited to):

- One department spot purchasing similar pieces of work on a regular basis throughout the financial year
- Multiple departments purchasing the same services under different contracts, and
- Individual contracts being kept under a certain threshold to avoid procurement obligations within these Rules.

4.2 Appointment of Consultants

The estimated total value shall be calculated using the requisite rate for the consultant, multiplied by the total duration of the assignment required to complete all the activities and deliverables of the consultant for their entire appointment.

Contract Managers must seek advice from HR in relation to interim consultant appointments, to ensure they are conducted in line with any internal Recruitment Agency Framework. HR will also be able to advise on consultancy contract terms and considerations relating to IR35.

4.3 Concession Contracts

These are where the Supplier makes money from the right given by Wandle to provide the goods, works or services. Contract values are based on what it is worth to the Supplier, or the cost Wandle would incur to provide the contract. The total value for these contracts shall be the maximum amount the Supplier could expect to receive under (or in connection with) the contract. This could include:

- Revenue (from Wandle or other customers)
- The value of any goods, services or works provided by Wandle under the contract

- Premiums, fees, commissions, or interest
- Amounts for any extensions or renewals to the contract
- Amounts received on the sale of assets held by the Supplier under the contract

4.4 Where an Estimate is not Possible

If Contract Managers are unable to estimate the value of a contract in line with this chapter, then they are to treat the contract as above the [Public Procurement \(PA2023\) Threshold](#).

5.0 Approvals

Contract Managers will need [approval to procure](#) in line with the [delegated authority levels](#), for all procurement routes (apart from [Exceptions](#), internal Frameworks (see below) and [call-offs from the HALA Framework](#)).

- Up to £30,000 ([total value](#)) approval to procure is not required.
- £30,000 and above ([total value](#)), this must be via an [Approval to Procure online form](#).

Contract Managers will need [approval to let](#) (before awarding a contract) in line with the [delegated authority levels](#), for all procurement routes (apart from [Exceptions](#), internal Frameworks (see below) and [call-offs from the HALA Framework](#)).

- Up to EMT approval levels ([total value](#)) this must be via an [Approval to Let online form](#).
- Where approval must be sought from EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an [Approval to Let online form](#) (signed off by the Chief Executive).

5.1 Internal Frameworks

These are where Wandle is the Framework “owner” (for example, the HR Recruitment Framework) and is using their own Framework to call-off of, for a contract between Wandle and the Supplier.

- For call-offs from an internal Framework, an approval to procure is not required.
- Where the total value of the call-off contract is less than £30,000, formal approval to award a contract is not required (Approval to Let).
- Where the total value of the instruction is more than £30,000, Contract Managers must obtain approval to award a contract via the [Approval to Let form](#) in line with the [delegated authority levels](#) (where approval must be sought from EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an [Approval to Let online form](#) (signed off by the Chief Executive)).

6.0 Procurement Act 2023 Principles and Objectives

All goods, services and works with a [total value](#) in excess of the relevant [Public Procurement \(PA2023\) Threshold](#) are enforced by the Procurement Act 2023 and the Procurement Regulations 2024. These Regulations set out strict processes that must be followed, as well as remedies available to Suppliers. The principles and objectives that Wandle must comply with (and record how they have been considered and actions taken) are:

- Treating Suppliers the same (timescales, access to information, standards etc.);
- Taking all reasonable steps to ensure Suppliers are not put at an unfair advantage or disadvantage ([conflicts of interest](#) reporting); and
- Having regard to:
 - The fact that small and medium-sized enterprises (SMEs) may face particular barriers to participation, and consider whether such barriers can be removed or reduced (longer tender windows, simplify tender procedures, transparency / advertising, [market engagement](#));
 - Delivering value for money (over the lifetime of the contract, including what this means to internal and external stakeholders, including customers);
 - Maximising public benefit (collaborating to reduce resource implications, environmental benefits and [social value](#));
 - Sharing information for the purpose of allowing Suppliers and others to understand Wandle's procurement policies and decisions;
 - Acting, and being seen to act, with integrity (fighting fraud and corruption, following processes around [conflicts of interest](#) and good management of contract and procurement activity); and
 - Outcomes relating to [social value](#).

Contract Managers and Procurement must comply with this legislation at all times.

7.0 Section 20 Obligations

Where costs will be re-charged to leaseholders, it should never be a surprise. Statutory Section 20 consultation is required:

- If the unit price per individual residential property will exceed £100 in any one year of a qualifying long-term agreement; or
- If Wandle are carrying out works and the unit price per individual residential property will exceed £250 for works.

Contract Managers must contact the Homeownership Manager for clarification and advice, and to give advance warning of contracts so that Section 20 notices can be issued in good time.

Contract Managers are encouraged to consult with customers beyond the minimum Section 20 obligations, particularly for customer-facing contracts. This may include engagement on part (or all) of a proposed Specification or service delivery model, as well as involvement in certain areas of the evaluation process. Managers can contact

Procurement to discuss options for customer engagement (beyond Section 20 obligations).

8.0 Market Engagement

Whilst preliminary market engagement is not mandatory, Contract Managers are encouraged to consider the benefits that early engagement would bring to the tendering process and the subsequent contract. Market engagement takes place before the publication of any Tender Notice, and enables Wandle to:

- Understand the market
- Engage effectively
- Develop the specification
- Develop an effective procurement strategy and route to market
- Plan the tendering procedure effectively

Market engagement is especially important where:

- Requirements are specialist, complex or niche
- The market is unknown or limited
- Contract Managers have an idea of requirements but want to understand further what is available within the current market (for the budget available)
- Contract Managers want to test a potential (new) tendering procedure, to determine whether it is suitable, particularly for the [competitive flexible procedure](#)
- Wandle are looking for the market to assist in the design and/or development of the conditions of participation, the award criteria or the contractual terms

Where market engagement is conducted, a Preliminary Market Engagement Notice must be published on the Central Digital Platform to advertise the engagement (even where the engagement is “closed” or limited).

If market engagement takes place without the publication of a Preliminary Market Engagement Notice, then the reasoning behind this must be explained in the Tender Notice.

This applies to tendering procedures that are both above and below the [Public Procurement \(PA2023\) Threshold](#).

NOTE: This does not apply to expressions of interest processes that are conducted against Framework agreements.

9.0 Conflicts of Interest

For contracts that are above the [Public Procurement \(PA2023\) Threshold](#), at the start of a tendering procedure, the Procurement Lead must prepare a conflicts assessment before publishing a Tender Notice, Transparency Notice or a Dynamic Market Notice. The conflicts assessment must include details of potential, perceived and actual conflicts of interest identified as well as information on what steps Wandle have taken or will take to mitigate these (along with the outcome and next steps).

A conflicts assessment is required regardless of the procurement route (including all Framework call offs, even when not following a competitive route).

Conflict assessments must be reviewed at key stages of the tendering procedure, for example:

- when additional people acting for or on behalf of Wandle, who will have influence over a decision made in relation to the tendering procedure and award of the contract are identified
- when moving to the next stage of the tendering procedure and new information is available
- modifications to the contract
- termination of the contract

Examples of steps which might mitigate a conflict of interest include:

- Reassigning individuals
- Ensuring that management (with appropriate oversight) is aware of the conflict and that they review and sign-off outputs from the individual
- Require the Supplier to take steps
- Cancelling and re-running the procurement

If a conflict of interest is found to put a Supplier at an unfair advantage, and if steps cannot be taken to avoid that advantage, then Wandle must exclude the Supplier.

The conflicts assessment should be held as a record as it may be needed in the future for audit purposes or as part of the application for discovery in the event of a court case. However, in terms of the tendering procedure this is an internal document and is not for publication with the Tender Notice and associated tender documents.

10.0 Contract Term

The term of a Contract must not exceed five years in total (including any potential extension options), without the written approval of the relevant Executive Director (via the [Approval to Procure form](#)). This must be gained prior to the tendering procedure commencing.

[Frameworks](#) must not exceed four years, unless they are an Open Framework, which may be put in place for up to eight years. Call-off contracts based on Frameworks may be longer than four/eight years and may extend beyond the expiry date of the Framework, subject to the “five-year” Rule within this chapter.

11.0 Procurements Up To £30,000

Contract Managers will need to ensure they have the relevant budget approved and available prior to embarking upon a tendering procedure. This approval will be from the Budget Holder, in accordance with budget authorisation limits (as outlined in the [Standing Orders](#)).

Contract Managers must seek at least one written quotation (email is acceptable). Value for money remains a primary objective and so Contract Managers may decide to seek more than one quotation to ensure that objective is achieved (if this is the case, then the Rules for [Procurements valued between £30,000 and £89,999](#) must be followed).

The quotation must be received before any order is processed and must include the following information:

- A description of the goods, services or works to be supplied (this should come from the Contract Manager)
- When and where they will be supplied
- The [total value](#) of the requirement, and
- Payment terms (agreement to Wandle's standard payment terms).

Contract Managers must obtain approval to award a contract via the [Approval to Let form](#), in line with the [delegated authority levels](#).

Contracts must be signed by an authorised person, as per the Wandle [signatory levels](#). If contract documentation needs to be signed electronically, Contract Managers must contact [Procurement](#).

It is the Contract Manager's responsibility to carry out [due diligence](#) on successful Suppliers, both prior to award, and for the duration of the contract.

The resultant contract (spend) must be added to the Wandle [Contract Register](#), including a SharePoint link to the signed contract (and any subsequent variation or extension details). The Contract Manager must send details to Procurement, for this to be added.

12.0 Clarifications during a Tendering Procedure

This section applies to all competitive tendering procedures, where more than one Supplier has the opportunity to bid (quotes, tenders, further competitions from a [Framework, Open Framework, Dynamic Purchasing System or Dynamic Market](#)).

As part of a tendering procedure, Suppliers can seek clarification on either the information published or the process itself. Contract Managers/Procurement must state a deadline for receipt of clarifications, and must keep a record of all communications between Suppliers and Wandle Housing Association.

The nature of any clarification or response from Wandle Housing Association must not materially change the scope/substance of the requirement. If it does, Contract Managers/Procurement may need to abandon the process and restart, using revised documentation. Contract Managers must discuss this with Procurement before clarifications are issued.

If a Supplier contacts a member of Wandle staff (or an Agent/Consultant working on behalf of Wandle) directly, they should be advised that messages must be submitted as per the instruction document; via email or the electronic tendering system.

All requests for clarification and questions relating to the tendering procedure (and its associated documents):

- Must be submitted as per the instruction document;
- Must be responded to by Wandle as soon as possible;
- Must be anonymised and published to all Suppliers (where the clarification and response are not considered confidential);
 - If a Supplier wishes for Wandle to treat a clarification as confidential and therefore not publish the response to all, it must state this when submitting the clarification. If in the opinion of Wandle, the clarification is not confidential, then it will publish it in an anonymised format

13.0 Procurements Valued £30,000 to £89,999

Contract Managers will need to ensure they have the relevant budget approved and available prior to embarking upon a tendering procedure. This approval will be from the Budget Holder, in accordance with budget authorisation limits (as outlined in the [Standing Orders](#)).

Contract Managers must obtain [approval to procure](#) via the appropriate form prior to embarking upon a tendering procedure. This approval must be in line with the [delegated authority levels](#).

Contract Managers must seek at least three written quotations (email is acceptable), unless calling off a [Framework](#). Quotations can be invited from identified Suppliers as advertising is not mandatory. If Wandle chooses to advertise a quotation, for example because:

- The Contract Manager cannot immediately identify three Suppliers to invite to quote, and/or
- The procurement opportunity is high profile

then it must be advertised via Procurement on the Central Digital Platform.

It is recommended that the [Request for Quotation Template](#) document is used. In any case the criteria for selecting the most advantageous quotation must be established before the quotations are invited and be made clear in the associated tender documents (email). The request for quotations must contain (as a minimum):

- A specification (covering the goods, services or works to be supplied; the “where” and “when” they are to be supplied; and any relevant performance and contract management details)
- For construction contracts, the pre-construction information
- Instructions to Suppliers:
 - Award criteria
 - How to respond
 - How clarification messages are to be asked (who sent to, any deadlines for messages)
 - Information Suppliers need to include within response
 - Deadline for responses (day and time), and

- The Wandle [standard terms and conditions to be applied](#) (unless using another appropriate set of terms and conditions (form of contract), in which case, those terms and conditions should be included).

In some instances, Contract Managers may need to consider [TUPE implications](#).

In some instances, Contract Managers may need to consider [Section 20](#) implications.

It is accepted that the Contract Manager may receive fewer than three quotations, even where three or more Suppliers have been invited to quote.

As part of the tendering procedure, Suppliers can seek clarification on either the information published or the process itself. This must be conducted as per the [clarification chapter](#) of this document.

Quotations can be submitted via email, preferably in PDF format to prevent tampering or accusations thereof; the onus will be on the Supplier to make this decision. Quotations are not to be “opened” prior to the deadline for return.

Contract Managers must keep copies of all associated tender documents as well as copies of all quotations received and any communication between Wandle and the successful Supplier.

Evaluation of the quotations received must be carried out using the award criteria identified in the associated tender documents ([evaluation](#) and [moderation](#) templates are available).

Any subjective evaluation (such as quality) must be carried out independently by a minimum of two evaluators (preferably three), and then moderated by an independent moderator to reach a final agreed score (final scores must not be reached by taking averages in any circumstance). The evaluators should be fully briefed on the evaluation process. The [Conflict of Interest Declaration – Confidentiality Agreement](#) gives further guidance on evaluation principles and best practice; it is advisable to ask all evaluators to complete, sign and return this document to the Contract Manager. Procurement can act as the independent moderator but cannot undertake any scoring. Clarification questions may be asked where responses would not result in a material change of the bid received.

Contract Managers must obtain approval to award a contract via the [Approval to Let form](#), in line with the [delegated authority levels](#).

All Suppliers must be notified of the Award decision simultaneously in writing, detailing whether or not their bid was successful.

Contracts must be signed by an authorised person, as per the Wandle [signatory levels](#). If contract documentation needs to be signed electronically, Contract Managers must contact [Procurement](#).

It is the Contract Manager’s responsibility to carry out [due diligence](#) on successful Suppliers, both prior to award, and for the duration of the contract.

The resultant contract must be added to the Wandle [Contract Register](#), including a SharePoint link to the signed contract (and any subsequent variation or extension details). The Contract Manager must send details to Procurement, for this to be added.

A Contract Details Notice must be published on the Central Digital Platform for all contracts at this value. This must be published within 30 days of the contract being signed. If a Contract Manager has managed the tendering procedure without assistance from Procurement, they must formally advise [Procurement](#) of the award details, so that they can publish the Contract Details Notice.

14.0 Procurements Valued £90,000 to Relevant Public Procurement (PA2023) Threshold

Contract Managers will need to ensure they have the relevant budget approved and available prior to embarking upon a tendering procedure. This approval will be from the Budget Holder, in accordance with budget authorisation limits (as outlined in the [Standing Orders](#)).

Contract Managers must obtain [approval to procure](#) via the appropriate form prior to embarking upon a tendering procedure. This approval must be in line with the [delegated authority levels](#).

Contract Managers must engage with Procurement at this value, and one of the below tendering procedures carried out:

- A single stage/open tender process (advertised), or
- A call off (award of a contract) from a [Framework/Open Framework](#), or
- A call off (award of a contract) from a [Dynamic Purchasing System](#)

Where the tendering procedure is a call off from a Framework, Open Framework or Dynamic Purchasing System, the Rules in the [relevant](#) chapter must be followed.

Where the tendering procedure is a single stage/open tender process, this must be advertised on the Central Digital Platform; Procurement is responsible for managing this. The tendering procedure itself will be managed by Procurement using an electronic tendering system. At this value, there can be no shortlisting or restricting of tenders under a separate phase.

In some instances, Contract Managers may need to consider [TUPE implications](#).

In some instances, Contract Managers may need to consider [Section 20](#) implications.

The standard Schedule 1 – Guidance and Instructions document must be used to ensure that the required Procurement Specific Questionnaire is used. All relevant associated tender documents must be finalised before the procurement is advertised; these will include at least:

- A specification (covering the goods, services or works to be supplied; the “where” and “when” they are to be supplied; and any relevant performance and contract management details; a [specification template](#) is available)
- For construction contracts, the pre-construction information
- Schedule 1 – Guidance and Instructions
- [TUPE information](#) (where applicable), and
- The Wandle [standard terms and conditions to be applied](#) (unless using another appropriate set of terms and conditions (form of contract) such as an industry

standard form of contract from one of the suites of contracts such as JCT or NEC, in which case, a copy of these terms and conditions should be included)

As part of the tendering procedure, Suppliers can seek clarification on either the information published or the process itself. This must be conducted as per the [clarification chapter](#) of this document.

Tenders will be received via an electronic tendering system; Procurement will be responsible for opening tenders.

Evaluation of the tenders received must be carried out using the award criteria identified in the associated tender documents.

Any subjective evaluation (such as quality) must be carried out independently by a minimum of two evaluators (preferably three), and then moderated by an independent moderator to reach a final agreed score (final scores must not be reached by taking averages in any circumstance). The evaluators should be fully briefed on the evaluation process. The Conflict-of-Interest Declaration – Confidentiality Agreement gives further guidance on evaluation principles and best practice; this form must be completed, signed and returned by all evaluators to the Procurement Lead. Procurement will act as the independent moderator but cannot undertake any scoring. Clarification questions may be asked where responses would not result in a material change of the bid received.

The Supplier with the highest evaluation score will be awarded the contract, as per the award criteria detailed.

Contract Managers must obtain approval to award a contract via the [Approval to Let form](#) in line with the [delegated authority levels](#) (where approval must be sought from EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an (signed off by the Chief Executive)).

All Suppliers must be notified of the Award decision simultaneously in writing (via the electronic tendering system), detailing whether or not their bid was successful.

Contracts must be signed/sealed by an authorised person(s), as per the Wandle [signatory levels](#). If contract documentation needs to be signed electronically, Contract Managers must contact [Procurement](#). If contract documentation needs to be sealed, Contract Managers must contact [Governance](#).

It is the Contract Manager's responsibility to carry out [due diligence](#) on successful Suppliers, both prior to award, and for the duration of the contract.

The resultant contract must be added to the Wandle [Contract Register](#), including a SharePoint link to the signed contract (and any subsequent variation or extension details).

A Contract Details Notice must be published on the Central Digital Platform for all contracts at this value. This must be published within 30 days of the contract being signed. If a Contract Manager has managed the tendering procedure without assistance from Procurement, they must formally advise [Procurement](#) of the award details, so that they can publish the Contract Details Notice.

Contract Managers must keep the following records (where an Agent has managed the tendering procedure on behalf of Wandle, the Contract Manager must ensure these records are returned upon completion of the process):

- A record of all decisions from pre to post procurement
- The method of obtaining tenders
- Tender documents produced by Wandle
- Tenders received from Suppliers
 - The successful tender should be retained for at least the life of the contract
 - Unsuccessful tenders should be retained for the first 12 months of the contract
- A written record of the evaluation
- A record of the [Approval to Let](#)
- A signed copy of the contract which should be retained for the life of the contract and in normal circumstances for 6 years thereafter (or 12 years if sealed/Deed), and
- Communications to and from Suppliers during the tendering procedure.

15.0 Procurements Valued above the Relevant Public Procurement (PA2023) Threshold

Contract Managers will need to ensure they have the relevant budget approved and available prior to embarking upon a tendering procedure. This approval will be from the Budget Holder, in accordance with budget authorisation limits (as outlined in the [Standing Orders](#)).

Contract Managers must obtain [approval to procure](#) via the appropriate form prior to embarking upon a tendering procedure. This approval must be in line with the [delegated authority levels](#).

All goods, services and works with a [total value](#) in excess of the relevant [Public Procurement \(PA2023\) Threshold](#) are enforced by the [Procurement Act 2023](#) and the [Procurement Regulations 2024](#). Contract Managers are to refer to the [principles and objectives](#) that Wandle must comply with (and record how they have been considered and actions taken). Contract Managers and Procurement must comply with this legislation at all times.

Contract Managers must engage with Procurement at this value, and one of the below tendering procedures carried out:

- A single stage/open tender process (advertised), or
- A [competitive flexible procedure](#), or
- A call off (award of a contract) from a [Framework / Open Framework](#), or
- A call off (award of a contract) from a [Dynamic Market / Dynamic Purchasing System](#).

Where the tendering procedure is a call off from a Framework, Open Framework, Dynamic Market or Dynamic Purchasing System, the Rules in the [Framework](#) chapter must be followed.

For all other routes to market, tendering procedures at this value must be advertised using a Tender Notice via the Central Digital Platform; Procurement is responsible for managing this. The tendering procedure itself will be managed by Procurement using an electronic tendering system.

In some instances, Contract Managers may need to consider [TUPE implications](#).

In some instances, Contract Managers may need to consider [Section 20](#) implications.

Procurement must:

- adhere to the [minimum timescales](#) stipulated in the legislation
- ensure the specification clearly describes the intended outcomes or outputs, and that it is complete and fair
- assess the quality of tenders as per the legislation
- ensure the award criteria (and any sub criteria) is disclosed in the associated tender documents and advertisements
- ensure the Contract terms and conditions (form of contract) allow for modification, should the [total value](#) increase or decrease due to amended volumes/values, and
- treat selection (Procurement Specific Questionnaire) and award criteria separately

The standard Schedule 1 – Guidance and Instructions document must be used to ensure that the required Procurement Specific Questionnaire is used. All relevant associated tender documents must be finalised before the procurement is advertised; these will include at least:

- A specification (covering the goods, services or works to be supplied; the “where” and “when” they are to be supplied; and any relevant performance and contract management details; a [specification template](#) is available)
- For construction contracts, the pre-construction information
- Schedule 1 – Guidance and Instructions
- [TUPE information](#) (where applicable), and
- The Wandle [standard terms and conditions to be applied](#) (unless using another appropriate set of terms and conditions (form of contract) such as an industry standard form of contract from one of the suites of contracts such as JCT or NEC, in which case, a copy of these terms and conditions should be included)

As part of the tendering procedure, Suppliers can seek clarification on either the information published or the process itself. This must be conducted as per the [clarification chapter](#) of this document.

Tenders will be received via the electronic tendering system; Procurement will be responsible for opening tenders.

Evaluation of the tenders received must be carried out using the award criteria identified in the associated tender documents.

Any subjective evaluation (such as quality) must be carried out independently by a minimum of two evaluators (preferably three), and then moderated by an independent

moderator to reach a final agreed score (final scores must not be reached by taking averages in any circumstance). The evaluators should be fully briefed on the evaluation process. The Conflict-of-Interest Declaration – Confidentiality Agreement gives further guidance on evaluation principles and best practice; this form will be sent to evaluators by the Procurement Lead, and must be completed, signed and returned by all evaluators to the Procurement Lead. Procurement will act as the independent moderator but cannot undertake any scoring. Clarification questions may be asked where responses would not result in a material change of the bid received.

The Supplier with the highest evaluation score will be awarded the contract, as per the award criteria detailed.

Contract Managers must obtain approval to award a contract via the [Approval to Let form](#) in line with the [delegated authority levels](#) (where approval must be sought from EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an [Approval to Let online form](#) (signed off by the Chief Executive)).

All Suppliers must be notified of the Award decision simultaneously in writing (via the electronic tendering system), providing each Supplier with an assessment summary detailing whether or not their bid was successful.

For the successful bidder, the assessment summary must include:

- the name of the Supplier
- the contact postal address and email address for the Supplier
- the unique identifier for the Supplier (as allocated by the Central Digital Platform)
- the award criteria
- the Supplier's score for each award criteria
- an explanation for the Supplier's score by reference to relevant information in the tender (for each award criteria)
- any sub-total scores and the total score

For all unsuccessful bidders, the assessment summary must include:

- the name of the Supplier
- the contact postal address and email address for the Supplier
- the unique identifier for the Supplier (as allocated by the Central Digital Platform)
- the award criteria
- the Supplier's score for each award criteria
- an explanation for the Supplier's score by reference to relevant information in the tender (for each award criteria)
- any sub-total scores and the total score
- information relating to the successful bidder
 - the Supplier's score for each award criteria
 - an explanation for the Supplier's score by reference to relevant information in the tender (for each award criteria)
 - any sub-total scores and the total score

Following the assessment summaries being issued, Procurement must publish a Contract Award Notice on the Central Digital Platform. The date that the Contract Award Notice is published will commence the mandatory standstill period of eight working days,

giving unsuccessful bidders (as well as those who did not bid) an opportunity to challenge. A contract cannot be entered into before the end date of any standstill period provided for in the Contract Award Notice.

If the award decision is challenged, then Wandle shall not award the contract and shall immediately seek the advice of Procurement and the relevant Executive Director (and potentially external legal advice).

If the award decision is not challenged, Procurement must then publish a Contract Details Notice within 30 days of the contract being signed. For contracts with a [total value](#) of £5 million or more, a copy of the [redacted contract](#) must be included with this Notice.

Contracts must be signed/sealed by an authorised person(s), as per the Wandle [signatory levels](#). Contract Managers must contact [Governance](#) for details and guidance.

It is the Contract Manager's responsibility to carry out [due diligence](#) on successful Suppliers, both prior to award, and for the duration of the contract.

The resultant contract must be added to the Wandle [Contract Register](#), including a SharePoint link to the signed contract (and any subsequent variation or extension details).

Contract Managers must keep the following records (where an Agent has managed the tendering procedure on behalf of Wandle, the Contract Manager must ensure these records are returned upon completion of the process):

- Conflict of interest assessment
- A record of all decisions from pre to post procurement
- The method of obtaining tenders
- Tender documents produced by Wandle
- Tenders received from Suppliers
 - The successful tender should be retained for at least the life of the contract
 - Unsuccessful tenders should be retained for the first 12 months of the contract
- A written record of the evaluation
- A record of the [Approval to Let](#)
- A signed copy of the contract which should be retained for the life of the contract and in normal circumstances for 6 years thereafter (or 12 years if sealed/Deed), and
- Communications to and from Suppliers during the tendering procedure.

16.0 Competitive Flexible Procedure

All goods, services and works with a total value in excess of the relevant [Public Procurement \(PA2023\) Threshold](#) are enforced by the [Procurement Act 2023](#) and the [Procurement Regulations 2024](#).

This chapter provides more information relating to conducting such other competitive tendering procedures as Wandle considers appropriate for the purpose of awarding the contract. This is in addition to the information in the [chapter above](#) and should be read in conjunction with the Procedures therein.

A competitive flexible procedure provides greater flexibility to design a multi-stage process that will best fit organisational objectives, local needs and the nature of the market rather than being constrained by prescriptive procedures that may not achieve the best outcome.

If a Contract Manager is wanting to carry out interviews, presentations or other additional stages within the tendering procedure, then a competitive flexible procedure must be followed rather than an open procedure.

The Procurement Lead must ensure that the intention of each stage is set out in the associated tender documents.

This tendering procedure may:

- Limit the number of participating Suppliers, generally or in respect of particular tendering rounds or other selection processes
- Provide for the refinement of award criteria in accordance with [section 24 of the Procurement Act 2023](#)
- Not permit the participation of Suppliers that did not submit a tender in the first round of tendering or that were excluded following an earlier round

17.0 Purchasing from a Framework, Open Framework, Dynamic Purchasing System (DPS) or a Dynamic Market (any value)

17.1 Call-off contracts via the HALA Framework

Wandle is a member of HALA (Housing Associations' Legal Alliance), and as such, all quotations and instructions for legal advice and support must be via this Framework.

Further information on HALA and the call-off process can be obtained from Wandle's Legal Services Support Manager. In all cases, this process can only be conducted in a compliant way, according to the HALA guidance.

Contract Managers will need to ensure they have the relevant budget approved and available prior to instructing a Supplier via the HALA Framework. This approval will be from the Budget Holder, in accordance with budget authorisation limits (as outlined in the [Standing Orders](#)).

Where the total value of the instruction is less than £30,000, formal approvals are not required (Approval to Procure, Approval to Let).

Where the total value of the instruction is more than £30,000:

- Contract Managers must obtain [approval to procure](#). This approval must be in line with the [delegated authority levels](#);

- Contract Managers must obtain approval to award a contract via the [Approval to Let form](#) in line with the [delegated authority levels](#) (where approval must be sought from EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an [Approval to Let online form](#) (signed off by the Chief Executive));
- Contracts must be signed/sealed by an authorised person(s), as per the Wandle [signatory levels](#). If contract documentation needs to be signed electronically, Contract Managers must contact [Procurement](#). If contract documentation needs to be sealed, Contract Managers must contact [Governance](#); and
- A Contract Award Notice and a Contract Details Notice must be published on the Central Digital Platform and must be published by Procurement.

17.2 General information for call-off contracts

This section does not apply to the HALA Framework.

Contract Managers will need to ensure they have the relevant budget approved and available prior to embarking upon a tendering procedure. This approval will be from the Budget Holder, in accordance with budget authorisation limits (as outlined in the [Standing Orders](#)).

External Frameworks:

- These are where an external organisation (such as SEC, PfH, Fusion 21 etc.) is the Framework “owner”, and Wandle is using this external Framework to call-off of, for a contract between Wandle and the Supplier.
- Contract Managers must obtain [approval to procure](#) via the appropriate form prior to embarking upon a tendering procedure via an external framework. This approval must be in line with the [delegated authority levels](#).

Internal Frameworks:

- These are where Wandle is the Framework “owner” (for example, the HR Recruitment Framework) and is using their own Framework to call-off of, for a contract between Wandle and the Supplier.
- For call-offs from an internal Framework, an approval to procure is not required.

All goods, services and works with a [total value](#) in excess of the relevant [Public Procurement \(PA2023\) Threshold](#) are enforced by either:

- the [Procurement Act 2023](#) and the [Procurement Regulations 2024](#); where the Framework or Dynamic Market was advertised from 24th February 2025 onwards; or
 - NOTE: Dynamic Markets can only be used for call offs (for goods, works and services) where the [total value](#) is above the relevant [Public Procurement \(PA2023\) Threshold](#) only.
- [The Public Contracts Regulations 2015](#); where the Framework or Dynamic Purchasing System was advertised prior to 24th February 2025.
 - NOTE: all Dynamic Purchasing Systems will become expired/invalid from 23rd February 2029.

Contract Managers are to refer to the [principles and objectives](#) that Wandle must comply with (and record how they have been considered and actions taken). Contract Managers and Procurement must comply with this legislation at all times.

A contract of any value can be procured via a Framework, Open Framework or DPS (all Dynamic Purchasing Systems will become expired/invalid from 23rd February 2029).

Compliance with these Rules and relevant legislation is achieved through compliance with the terms and conditions/user guide of the relevant Framework, Open framework, DPS or Dynamic Market. This will involve:

- ensuring the relevant agreement is not due to expire before the start date of the contract being awarded, or the date the contract is signed (whichever is sooner)
- ensuring Wandle are eligible to use the relevant agreement
- confirming with the “owner” of the relevant agreement that there is still £value within it to cover our requirement (once the agreement’s estimated value has been reached, the agreement becomes “expired”)
- reviewing relevant guidance document(s) to ensure the scope matches Wandle’s
- reviewing the correct process for awarding a contract (which may be through further competition or without competition where there is an objective mechanism for Supplier selection)
- following the stated call off process, as laid out in the relevant agreement’s documentation

In some instances, Contract Managers may need to consider [TUPE implications](#).

In some instances, Contract Managers may need to consider [Section 20](#) implications.

17.3 Further Competitions

This section does not apply to the HALA Framework.

Dynamic Markets can only be used for call offs (for goods, works and services) where the [total value](#) is above the relevant [Public Procurement \(PA2023\) Threshold](#) only. All call offs from a Dynamic Market must be via a further competition (using the [Competitive Flexible Procedure](#)).

A contract of any value can be procured via a Framework, Open Framework or DPS (all Dynamic Purchasing Systems will become expired/invalid from 23rd February 2029).

It is recommended that the Schedule 1 - Guidance and Instructions (Further Competition) document is used, however if template documentation is provided by the “owner” of the relevant agreement, then (with agreement from Procurement) this can be used instead.

In any case the criteria for selecting the most advantageous submission must be established before the further competition and be made clear in the associated tender documents. The associated tender documents must contain (as a minimum):

- A specification (covering the goods, services or works to be supplied; the “where” and “when” they are to be supplied; and any relevant performance and contract management details; a [specification template](#) is available)
- For construction contracts, the pre-construction information

- Instructions to Suppliers:
 - Award criteria
 - How to respond
 - How clarification messages are to be asked (who sent to, any deadlines for messages)
 - Information Suppliers need to include within response
 - Deadline for responses (day and time)
- The terms and conditions (form of contract) to be used (these may be ones provided by the “owner”, the Wandle [standard terms and conditions to be applied](#) or another appropriate set of terms and conditions; Contract Managers must refer to the relevant agreement’s guidance document provided by the “owner” for details on what is acceptable), and
- [TUPE information](#) (where applicable).

For further competitions under a Dynamic Market, they must be advertised using a Tender Notice via the Central Digital Platform, and the tendering procedure itself managed using an electronic tendering system. The Tender Notice must reference the relevant Dynamic Market and state that only members of the relevant Dynamic Market can apply; if a Supplier is not a member their tender will be excluded without evaluation.

As part of the tendering procedure, Suppliers can seek clarification on either the information published or the process itself. This must be conducted as per the [clarification chapter](#) of this document.

The tendering procedure is to be conducted in line with the appropriate set of Rules (in terms of acceptable methods of receiving submissions; email or electronic tendering system), dependent on the [total value](#) of the contract (unless otherwise detailed by the “owner” of the relevant agreement).

Evaluation of the submissions must be carried out in line with the appropriate set of Rules (including details on the Conflict-of-Interest Declaration – Confidentiality Agreement), dependent on the [total value](#) of the contract.

The Supplier with the highest evaluation score will be awarded the contract, as per the award criteria detailed.

Refer to the below chapter for [actions following a compliant call-off process](#).

17.4 Awarding a Contract under a (Open) Framework Without Competition

This section does not apply to the HALA Framework.

An award without competition (under a Framework or an Open Framework) must only be carried out following consultation with Procurement.

Value for money should still be evidenced, and a justification provided for the need and suitability for awarding a contract under a Framework or Open Framework without competition.

In all cases, this process can only be carried out if allowed under the Framework/Open Framework, and must be conducted in a compliant way, according to the Framework owner.

Refer to the below chapter for [actions following a compliant call-off process](#).

17.5 Actions Following a Compliant Call-Off Process

This section does not apply to the HALA Framework.

This chapter applies whether the call off process has been conducted with or without competition.

External Frameworks:

- These are where an external organisation (such as SEC, PfH, Fusion 21 etc.) is the Framework “owner”, and Wandle is using this external Framework to call-off of, for a contract between Wandle and the Supplier.
- Contract Managers must obtain approval to award a contract via the [Approval to Let form](#) in line with the [delegated authority levels](#) (where approval must be sought from EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an [Approval to Let online form](#) (signed off by the Chief Executive)).

Internal Frameworks:

- These are where Wandle is the Framework “owner” (for example, the HR Recruitment Framework) and is using their own Framework to call-off of, for a contract between Wandle and the Supplier.
- Where the total value of the call-off contract is less than £30,000, formal approval to award a contract are not required (Approval to Let).
- Where the total value of the instruction is more than £30,000, Contract Managers must obtain approval to award a contract via the [Approval to Let form](#) in line with the [delegated authority levels](#) (where approval must be sought from EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an [Approval to Let online form](#) (signed off by the Chief Executive)).

All Suppliers must be notified of the Award decision simultaneously in writing (via the method used to run the tendering procedure), detailing whether or not their bid was successful.

Contracts must be signed/sealed by an authorised person(s), as per the Wandle [signatory levels](#). If contract documentation needs to be signed electronically, Contract Managers must contact [Procurement](#). If contract documentation needs to be sealed, Contract Managers must contact [Governance](#).

It is the Contract Manager’s responsibility to carry out [due diligence](#) on successful Suppliers, both prior to award, and for the duration of the contract.

Where Wandle has made use of an external agreement, the resultant contract must be added to the [Contract Register](#), including a SharePoint link to the signed contract (and any subsequent variation or extension details). The Contract Manager must send details to Procurement, for this to be added.

Where Wandle has set up the agreement, only the umbrella agreement needs to be added to the [Contract Register](#); it is not necessary to record the individual call off

contracts (although Contract Managers should keep a record of spend/contracts under each agreement to ensure the estimated value is not breached).

A Contract Award Notice and a Contract Details Notice must be published on the Central Digital Platform for all contracts where the [total value](#) is £30,000 and above and must be published by Procurement.

Contract Managers must keep the following records (where an Agent has managed the tendering procedure on behalf of Wandle, the Contract Manager must ensure these records are returned upon completion of the process):

- Conflict of interest assessment (if above the [Public Procurement \(PA2023\) Threshold](#))
- A record of all decisions from pre to post procurement
- The method of obtaining tenders
- Tender documents produced by Wandle
- Tenders received from Suppliers
 - The successful tender should be retained for at least the life of the contract
 - Unsuccessful tenders should be retained for the first 12 months of the contract
- A written record of the evaluation
- A record of the [Approval to Let](#)
- A signed copy of the contract which should be retained for the life of the contract and in normal circumstances for 6 years thereafter (or 12 years if sealed/Deed), and
- Communications to and from Suppliers during the tendering procedure

18.0 Setting up a (Open) Framework

18.1 What is a (Open) Framework?

Frameworks set out the general terms under which specific purchases (“call offs”) can be made. A Framework would enable Wandle to award individual contracts without going through a full tendering procedure each time. A Framework may be established with one Supplier (“single Supplier Frameworks”) or with more than one (“multiple Supplier Frameworks”).

(Closed) Frameworks must not exceed four years. Call-off contracts based on Frameworks may be longer than four years and may extend beyond the expiry date of the Framework.

Open Frameworks must not exceed eight years. Call-off contracts based on Open Frameworks may be longer than eight years and may extend beyond the expiry date of the Open Framework. Note that if there is only one Supplier awarded to an Open Framework (under any of the successive Frameworks), then the maximum term of the Framework reverts to four years instead of eight. An Open Framework is a scheme of successive Frameworks, and as one expires a new one commences (following a re-

opening event). An Open Framework has opening year restrictions, and must be opened at least:

- Once during the first three years, and
- Once during the five years that follow the award of the second (successive) Framework

There is no limit to the number of times an Open Framework can be re-opened, so in theory, this could be an annual event. Each of the successive Frameworks within an Open Framework can have extension options, to allow for a delay in re-opening it, but this cannot exceed the opening year restrictions above.

All Frameworks with a [total value](#) in excess of the relevant [Public Procurement \(PA2023\) Threshold](#) are enforced by the [Procurement Act 2023](#) and the [Procurement Regulations 2024](#). Contract Managers are to refer to the [principles and objectives](#) that Wandle must comply with (and record how they have been considered and actions taken).

Contract Managers and Procurement must comply with this legislation at all times.

18.2 Requirements of the Tendering Procedure

Procurement must be engaged to manage the tendering procedure.

Contract Managers must obtain [approval to procure](#) via the appropriate form prior to embarking upon a tendering procedure. This approval must be in line with the [delegated authority levels](#).

Frameworks should be set up to allow for further competition to be the first option for selecting a Supplier, however, Procurement will advise on the most appropriate functionality within a Framework (depending on the nature of the goods, services or works).

Consideration should be given to the impact of a traditional “closed” Framework (that is fixed with the same Suppliers for four years), or the new “Open” Frameworks that are possible under the [Procurement Act 2023](#); this will ensure that the benefits and length of the Framework are justified.

The relevant Rules should be followed according to the total potential value of the Framework (the value to be taken into consideration shall be the maximum estimated value of all the contracts envisaged for the total term of the Framework, from all contracting authorities it will be accessible to; not just Wandle). For example, if the estimated total value of the Framework is £10,000,000, then it would need to be procured in line with [Procurements Valued above the Relevant Public Procurement \(PA2023\) Threshold](#). It is the Contract Manager’s responsibility to monitor, and track spend against the Framework; once the estimated value is reached, call offs can no longer be made under the Framework.

Frameworks must be advertised using a Tender Notice via the Central Digital Platform, and the tendering procedure itself managed using an electronic tendering system.

In some instances, Contract Managers may need to consider [Section 20](#) implications.

Contract Managers must obtain approval to award a contract via the [Approval to Let form](#) in line with the [delegated authority levels](#) (where approval must be sought from

EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an [Approval to Let online form](#) (signed off by the Chief Executive)).

It is the Contract Manager's responsibility to carry out [due diligence](#) on successful Suppliers, both prior to award, and for the duration of the Framework.

All Suppliers must be notified of the decision on who has been awarded a place on the Framework simultaneously in writing (via the electronic tendering system), providing each Supplier with an assessment summary detailing whether or not their bid was successful. This must be carried out in line with the information detailed in [Procurements Valued above the Relevant Public Procurement \(PA2023\) Threshold](#).

Following the assessment summaries being issued, Procurement must publish a Contract Award Notice on the Central Digital Platform. The date that the Contract Award Notice is published will commence the mandatory standstill period of eight working days, giving unsuccessful bidders (as well as those who did not bid) an opportunity to challenge. A Framework cannot be entered into before the end date of any standstill period provided for in the Contract Award Notice.

If the award decision is challenged, then Wandle shall not award the Framework and shall immediately seek the advice of Procurement and the relevant Executive Director (and potentially external legal advice).

If the award decision is not challenged, Procurement must then publish a Contract Details Notice within 30 days of the contract being signed. For contracts with a [total value](#) of £5 million or more, a copy of the [redacted contract](#) must be included with this Notice.

If setting up an Open Framework, then the process above for assessment summaries and Notices must be repeated for all re-opening events.

The Framework must be signed/sealed by an authorised person(s), as per the Wandle [signatory levels](#). Contract Managers must contact [Governance](#) for details and guidance.

The resultant Framework must be added to the Wandle [Contract Register](#), including a SharePoint link to the signed contract(s) (and any subsequent variation or extension details). Where Wandle has set up the Framework, only the umbrella agreement needs to be added to the Register; it is not necessary to record the individual call off contracts (although Contract Managers should keep a record of spend/contracts under each agreement to ensure the estimated value is not breached). The estimated value of the Framework must be recorded, and all the Suppliers associated with the Framework must be listed. Any other relevant detail to the mechanics of the Framework must also be recorded so the Suppliers can be searched and found in the [Contract Register](#) and cross referenced with actual spend.

Contract Managers must keep the following records:

- Conflict of interest assessment (if above the [Public Procurement \(PA2023\) Threshold](#))
- A record of all decisions from pre to post procurement
- The method of obtaining tenders
- Tender documents produced by Wandle
- Tenders received from Suppliers

- The successful tender should be retained for at least the life of the contract
- Unsuccessful tenders should be retained for the first 12 months of the contract
- A written record of the evaluation
- A record of the [Approval to Let](#)
- A signed copy of the contract which should be retained for the life of the contract and in normal circumstances for 6 years thereafter (or 12 years if sealed/Deed), and
- Communications to and from Suppliers during the tendering procedure.

19.0 Setting up a Dynamic Market

19.1 What is a Dynamic Market?

A Dynamic Market is similar to an electronic [Open Framework](#), with two key differences; new Suppliers can join at any time, and it is to be run as a completely electronic process.

Dynamic Markets save time and money by being a quick and easy way to access goods, services and works through a compliant route, however, they can be resource heavy to manage.

A Dynamic Market is best described as a Supplier pre-qualification process combined with a digital marketplace that “advertises” available contracts; it is a list of qualified Suppliers who are eligible to participate in future tendering procedures.

NOTE: Dynamic Markets are only for the award of contracts that are above the relevant [Public Procurement \(PA2023\) Threshold](#).

There is no maximum term for a Dynamic Market; the period of validity should be indicated in the Dynamic Market Notice. As per the [contract term chapter](#), written approval for a Dynamic Market longer than five years must be sought from the relevant Executive Director (via the [Approval to Procure form](#)). This must be gained prior to the tendering procedure commencing.

All Suppliers that meet the conditions of membership shall be admitted to the Dynamic Market, and the number of Suppliers accepted shall not be limited.

Dynamic Markets are only to be set up when [total value](#) exceeds the relevant [Public Procurement \(PA2023\) Threshold](#), and as such, they are enforced by the [Procurement Act 2023](#) and the [Procurement Regulations 2024](#). Contract Managers are to refer to the [principles and objectives](#) that Wandle must comply with (and record how they have been considered and actions taken).

Contract Managers and Procurement must comply with this legislation at all times.

19.2 Requirements of the Tendering Procedure

Procurement must be engaged to manage the tendering procedure.

Contract Managers must obtain [approval to procure](#) via the appropriate form prior to embarking upon a tendering procedure. This approval must be in line with the [delegated authority levels](#).

The relevant Rules should be followed according to [Procurements Valued above the Relevant Public Procurement \(PA2023\) Threshold](#). It is the Contract Manager's responsibility to monitor, and track spend against the Dynamic Market; once the estimated value is reached, call offs can no longer be made under the Dynamic Market.

Procurement must publish a Dynamic Market Notice before establishing a Dynamic Market, on the establishment of a Dynamic Market, on the modification of a Dynamic Market and after a Dynamic Market ceases to operate.

Dynamic Markets can only be set up to allow for further competition (via [Competitive Flexible Procedure](#)) for selecting a Supplier – awarding a contract without competition under a Dynamic Market is not legally compliant.

In some instances, Contract Managers may need to consider [Section 20](#) implications.

Contract Managers must obtain approval to award a contract via the [Approval to Let form](#) in line with the [delegated authority levels](#) (where approval must be sought from EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an [Approval to Let online form](#) (signed off by the Chief Executive)).

It is the Contract Manager's responsibility to carry out [due diligence](#) on successful Suppliers, both prior to awarding membership to the Dynamic Market, and for the duration of the Supplier's membership.

All Suppliers must be notified of the decision regarding being awarded a place on the Dynamic Market in writing (via the electronic tendering system), but there is no requirement for a standstill period when setting up a Dynamic Market.

The Dynamic Market agreement must be signed/sealed by an authorised person(s), as per the Wandle [signatory levels](#). Contract Managers must contact [Governance](#) for details and guidance.

The Dynamic Market must be added to the Wandle [Contract Register](#), including a SharePoint link to the signed contract(s) (and any subsequent variation or extension details). Where Wandle has set up the Dynamic Market, only the umbrella agreement needs to be added to the Register; it is not necessary to record the individual call off contracts (although Contract Managers should keep a record of spend/contracts under each agreement to ensure the estimated value is not breached). The estimated value of the Dynamic Market must be recorded, and all the Suppliers that have membership must be listed. Any other relevant detail to the mechanics of the Dynamic Market must also be recorded so the Suppliers can be searched and found in the [Contract Register](#) and cross referenced with actual spend.

Contract Managers must keep the following records:

- Conflict of interest assessment (if above the [Public Procurement \(PA2023\) Threshold](#))
- A record of all decisions from pre to post procurement
- The method of obtaining tenders

- Tender documents produced by Wandle
- Tenders received from Suppliers
 - The successful tender should be retained for at least the life of the contract
 - Unsuccessful tenders should be retained for the first 12 months of the contract
- A written record of the evaluation
- A record of the [Approval to Let](#)
- A signed copy of the contract which should be retained for the life of the contract and in normal circumstances for 6 years thereafter (or 12 years if sealed/Deed), and
- Communications to and from Suppliers during the tendering procedure.

20.0 Exceptions

The Exceptions listed in this chapter do not apply to contracts with a [total value](#) above the relevant [Public Procurement \(PA2023\) Threshold](#). Where there is a need for an Exception above this threshold, the relevant Executive Director must engage with Procurement (and potentially seek legal advice), as well as follow the transparency requirements under the [Procurement Act 2023](#) (for Direct Awards).

Exceptions are not a substitute for instances where procurement planning has not been exercised and Contract Managers find themselves with insufficient time to undertake a tendering procedure. Contract Managers must still consider value for money and Wandle's requirements.

Contract Managers will need to ensure they have the relevant budget approved and available prior to requesting an Exception. This approval will be from the Budget Holder, in accordance with budget authorisation limits (as outlined in the [Standing Orders](#)).

Contract Managers must obtain a fully approved [Exception and Approval to Let](#) form in advance of awarding a contract in line with the [delegated authority levels](#) (where approval must be sought from EMT, Board or the Asset Investment Committee (AIC), this must be obtained first, followed by an [Approval to Let online form](#) (signed off by the Chief Executive)). Contract Managers must ensure that the actual spend does not exceed the [total value](#) stated in the approved Exception.

20.1 Justification of an Exception

Exceptions must only be approved if justified by one or more of the following criteria:

No genuine competition: proprietary or patented goods or services; requirement of such a specialist nature that it can genuinely only be fulfilled by one person or organisation; compatibility with existing goods or services is required and where those existing goods or services can only be sourced from the same Supplier.

There is a sound business case and/or an independent review that there is no value for money in running a full tendering procedure. Supporting evidence will need to demonstrate market testing and enquiries to other Suppliers. This must not be used to

avoid competition or where decisions to procure have been postponed and there are insufficient timelines to procure.

Genuine emergencies: critical preventative or remedial work where there is a real and imminent risk to the safety of people or property arising from previously unforeseen 'catastrophic' events or incidents, for example; fire, bombing, landslide etc. In an emergency, it is of paramount importance to be able to move quickly to resolve the situation. The member of staff dealing with the emergency should seek immediate verbal authority to act, from the relevant Executive Director, the Chief Executive or the Chair of the Board. Once a solution to the emergency has been found the member of staff must seek retrospective sign off of their actions via the [Exception and Approval to Let form](#).

Urgent situations not of Wandle's own making: the urgency must have been reasonably unforeseeable (e.g., existing Supplier going into liquidation) and genuinely be a case of 'time is of the essence'. Urgency arising from Wandle's own making (e.g., lack of planning) shall not justify an Exception. Where this Exception is used, a compliant procurement must be implemented as soon as possible.

Collaborative/joint procurement: where another contracting authority/public body/Housing Association is acting as the 'lead buyer' and provided that the Contract Manager can demonstrate those arrangements comply with relevant Regulations and best practice.

Contracts for the execution of either mandatory works or provision of goods or services which must be provided by a Statutory Supplier other than Wandle. This includes but is not limited to public utility companies and other legal authorities.

20.2 Following Approval of an Exception

Contracts must be signed/sealed by an authorised person(s), as per the Wandle [signatory levels](#). If contract documentation needs to be signed electronically, Contract Managers must contact [Procurement](#). If contract documentation needs to be sealed, Contract Managers must contact [Governance](#).

It is the Contract Manager's responsibility to carry out [due diligence](#) on successful Suppliers, both prior to entering a contract, and for the duration of the contract.

The resultant contract (spend) must be added to the Wandle [Contract Register](#), including a SharePoint link to the signed contract (and any subsequent variation or extension details). The Contract Manager must send details to Procurement, for this to be added.

A Contract Details Notice must be published on the Central Digital Platform for all contracts where the [total value](#) is £30,000 and above. This must be published by Procurement within 30 days of the contract being signed. The Contract Manager must send details to Procurement, for this to be actioned.

Where the Exception has a [total value](#) above the relevant [Public Procurement \(PA2023\) Threshold](#), a Transparency Notice must be published by Procurement before awarding a contract, allowing a standstill period before then publishing a Contract Details Notice. The Contract Manager must engage with Procurement, so that this can be actioned, and Wandle is not at risk of challenge and remedies.

21.0 Other Matters to Consider

These Rules are relevant to all contracts with a [total value](#) above £30,000.

21.1 Social Value

Wandle is committed to investing in communities, achieving value for money and leveraging social value from our supply chain.

In procuring goods, services and works, Wandle will ensure what is proposed might improve the economic, social, and environmental well-being of the business, our operational areas and communities.

Before starting a tendering procedure, the Contract Manager should consider whether the goods, services and works they are going to buy, or the way they are going to buy them, could secure these benefits. Contract Managers must consider:

- consulting with customer engagement staff to see how social value can be leveraged
- how what is proposed to be procured might improve the economic, social, and environmental well-being of customers and communities
- how, in conducting the process of procurement, it might act with a view to securing that improvement
- having regard to the following outcomes in Wandle's procurement activities:
 - creating resilient businesses and opportunities for quality employment and skills development
 - improving innovation, supply chain resilience and security of supply
 - tackling climate change and reducing waste

Contract Managers must consult Procurement for advice on specifying requirements under social value, and how to evaluate tenders against these requirements.

21.2 Sustainability in Procurement

Wherever practicable, Contract Managers must require Suppliers to comply with best practice in sustainable and environmental factors, including the drive for net zero.

In practice, this means requiring that the goods, works and services supplied to Wandle:

- are produced using methods that have a net zero (or low) impact upon the environment
- have a net zero (or low) impact on the environment during their use/performance
- can be easily reused or recycled
- have a good 'whole life cycle' cost

Any sustainable elements to contracts should be able to be quantified and measured throughout the contract period.

21.3 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

The provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) apply to a relevant business transfer where the transferor (incumbent Supplier) has a dedicated team of employee(s) that carry out the service activity that is to be transferred. In practice this will often apply where a service is:

- 'out-sourced'
- brought back 'in-house' / in-sourced
- where a contract that former Wandle employees are undertaking comes up for renewal and is awarded to a new Supplier
- transferred from one external organisation to another
- TUPE is also likely to apply where a Supplier who has been awarded a contract subsequently awards or sub-contracts all or part of it to another Supplier, whilst retaining the contract with the main client

TUPE can apply irrespective of whether there has been a formal tendering procedure or not. Contract Managers must ask the current Supplier whether or not any employee may be affected by any transfer arrangement (TUPE). Where this is relevant, the Contract Manager must ensure that the Transfer of Undertaking (Protection of Employment) issues are considered and obtain relevant advice before undertaking the tendering procedure. Guidance on whether TUPE applies must be referred to Human Resources and/or Procurement in the first instance, before proceeding, so that the scope of any legal obligations may be identified.

If TUPE does apply this must be factored into the procurement strategy / plan and timescales, with the following being included at the bare minimum:

- 30 days of consultation before transfer is undertaken where there are 20 to 99 people transferring
- 45 days of consultation before transfer is undertaken where there are 100 or more people transferring
- Further additional time should be allowed for representatives (union or staff representatives) to be selected, should this be required

[Human Resources](#) will provide guidance on consultation and mobilisation requirements.

Suppliers must seek their own legal guidance on the application of TUPE; Wandle Housing Association must not offer any such advice. Wandle's only involvement with TUPE is to facilitate through the provision of TUPE information; it must not get involved in other TUPE related matters.

'TUPE Information' templates are available from [Procurement](#). This information will need to be completed by the current Supplier which will then be issued to the market as part of the associated tender documents (on which Suppliers are invited to bid). This information must be gathered prior to going out to market, and Contract Managers would need to review the information to ensure it has been anonymised (TUPE information is confidential – Contract Managers must contact Procurement to discuss whether TUPE information should be published with the tender pack, or to individual Suppliers, subject to the return of a TUPE Confidentiality Agreement).

21.4 Due Diligence

It is the Contract Manager's responsibility to carry out due diligence on successful Suppliers, both prior to entering a contract, and for the duration of the contract. This will involve requesting, obtaining, and maintaining records (and asking for appropriate evidence) of relevant due diligence, annual inspections, and any future expiration/renewals. This may include (but not be limited to):

- [References](#)
- Insurance certificates (new certificates to be requested upon expiry of the individual insurance policy)
 - The minimum levels of insurance are:
 - Professional Indemnity Insurance: £5 million for each and every claim;
 - Public Liability Insurance: £10 million for each and every claim;
 - Product Liability Insurance: £10 million for each and every claim;
 - Employer's Liability Insurance: £10 million for each and every claim.
 - However, the level of risk associated with the contract should be considered on a case-by-case basis and insurance levels that would unnecessarily discourage Suppliers to compete should be avoided; if insurance levels are to be lowered, seek approval from the relevant Assistant or Executive Director
- Evidence of national/London living wage being paid
- Relevant Supplier policies (Health & Safety, Equality, Environmental etc.)
- [Written confirmation of any/no conflicts of interest](#) (that the Supplier may have with Wandle)
- Cyber security (copy of cyber security incident/resilience plan AND cyber essentials and ISO27001 certificates)
- [Modern Slavery Act compliance](#)
- Quality Management documentation
- Data protection/GDPR documentation
- Licences/certificates/registrations documentation
- Business continuity plan documentation
- Staff certifications/qualifications
- A financial credit check (Procurement can carry out credit checks)
- [A financial risk assessment](#) (for all contracts £100k+)

Where a contract has a [total value](#) above the relevant [Public Procurement \(PA2023\) Threshold](#), Procurement must ensure:

- that the Supplier has registered on the Central Digital Platform and has submitted their core business information. This is mandatory for contracts above this threshold and recommended for contracts below the relevant [Public Procurement \(PA2023\) Threshold](#). This does not replace the Procurement Specific Questionnaire, which will still cover legal and financial capacity, technical ability and any project specific requirements
- check the debarment list to confirm that the below are not on there as excluded or excludable (where Wandle chooses to exclude an excludable Supplier,

Procurement must notify the Minister and Procurement Review Unit within 30 days of the decision):

- the Supplier
- any relevant PSC (persons with significant control) for the Supplier
- the Supplier's Directors, parent company(ies), subsidiary(ies) or any predecessor company that is no longer trading
- any sub-contractors that the Supplier is relying on to meet the requirements within the Procurement Specific Questionnaire
- any sub-contractors that the Supplier will use in delivery of the contract

Before the contract commences (and regularly throughout the duration of a contract), Contract Managers should request and inspect key health and safety records to provide assurance that controls are operating effectively. The frequency of requests and types of records to be reviewed should be agreed and outlined as part of the tendering procedure. Records may include (but not be limited to):

- Up to date Health and Safety policies
- Risk Assessments
- COSHH assessment
- Induction and training records
- Fire safety logbooks (if applicable)
- PAT certificates
- Health and Safety inspections (as well as any actions arisen, and how they are being followed up on, reviewed and regularly monitored) and whether these are carried out by Wandle or the Supplier
- Accident reporting

21.5 Abnormally Low Bids

Wandle is required to inform a Supplier if they consider the price to be abnormally low and give them a reasonable opportunity to demonstrate that they will be able to perform the contract for the price offered.

If the Supplier demonstrates to Wandle's satisfaction that it will be able to perform the contract for the price offered, Wandle is not to exclude the tender.

Where Wandle considers the tendered price to be abnormally low, and the explanation given by the Supplier is not satisfactory, Wandle can exclude the tender submission from the tendering procedure.

Tenders must not be excluded from a tendering procedure before the investigation has concluded. Approval to exclude a Supplier must be obtained from the relevant Executive Director.

Any acceptance or rejection of an abnormally low bid must be recorded in writing.

21.6 Errors in Tenders

If it is identified that a Supplier has made an error or omission that is "obvious", the Procurement Lead will request the Supplier to correct this, as long as it has been

determined that the Supplier has gained no unfair advantage from correcting the error or omission.

Any acceptance or rejection of corrections shall be recorded in writing, along with details of the correction.

21.7 Receiving Late Submissions

Where a tender/quote has been received late (beyond the stated response deadline), the Contract Manager must get approval to either accept or reject the submission from the relevant Executive Director before opening any of the responses.

Late submissions must only be accepted in exceptional circumstances, and the Contract Manager must record:

- the circumstances behind the late response
- how late the response was received
- if any advantage could have been gained by the Supplier in submitting the late response (i.e., having longer to respond to the opportunity compared with other Suppliers), and
- the Executive Director's decision to accept or reject the late response (based on the above points)

Any acceptance or rejection of late submissions shall be recorded in writing.

21.8 Receiving Irregular Tenders

Irregular tenders are those that:

- do not comply with the terms of the associated tender documents (i.e., fail to supply key information, where it is not covered by the [Errors in Tenders chapter](#) above), or
- make reservations (i.e., if the pricing submitted contains conditions, when these are explicitly prohibited within the associated tender documents).

Where irregular tenders are received, Contract Managers shall immediately report this to the relevant Executive Director, who may accept the irregular tender (if it has been determined that the Supplier has gained no unfair advantage from the irregularity).

Any acceptance or rejection of irregular tenders shall be recorded in writing.

21.9 Modern Slavery

Wandle Housing Association is committed to ensuring that modern slavery does not exist within its supply chains.

All tendering procedures with a [total value](#) of £90,000 or more are required to include the Procurement Specific Questions regarding Modern Slavery Act compliance. Suppliers are required to declare that they are not involved in slavery or human trafficking and have not been subject to any investigation in connection with any relevant offence.

Where the contract is considered high risk in terms of modern slavery, for example transport and waste related contracts, additional award questions should be considered with advice from Procurement.

Where a Supplier is required to comply with the Modern Slavery Act, i.e., their turnover is above £36 million, that compliance should form part of the [contract management](#).

A Modern Slavery Helpline is available on Tel: 08000 121 700 or [online](#). The Helpline provides information and advice about modern slavery, a 24-hour telephone reporting line and an online reporting function through the website.

21.10 Performance Bonds and Parent Company Guarantees (PCG)

Contract Managers must consult with their Executive Director (or other advisory sources, such as the Executive Director of Finance or an Employer's Agent) about whether a performance bond or a PCG would be necessary. This must be determined prior to any tendering procedure, so that the requirement can be included in the terms and conditions for the contract.

For works contracts, a performance bond is the preferred option, as there is cash on hand to claim back in the event that Wandle needs to.

These are not required for consultants or design services, as the professional indemnity insurance covers negligence. Note: professional indemnity does not cover workmanship or insolvency, which is where performance bonds or PCGs would assist.

In certain circumstances, a performance bond and/or a PCG will be requested by a funder where the development is being debt financed. If there is any funding involved, the Contract Manager must check if there are any security requirements other than collateral warranties.

22.0 Contract Management

22.1 Contract Management

When planning a procurement, Contract Managers must consider how the performance of the Supplier will be measured, and how the data on performance will be collected and reported.

All contracts must have a named Contract Manager for the entirety of the contract, and that Contract Manager is responsible for the application of these Rules (and should be named in the [Contract Register](#)).

Contract management should be proportionate to the value, risk and complexity of the contract. Contract Managers are to refer to the separate [Contract Management Toolkit](#).

Contract Managers must identify the risks within the contract by maintaining a suitable risk register and ensure that suitable contingency measures are in place.

During the life of the contract, the Contract Manager must monitor the overall performance of the contract closely in order to ensure any issues of underperformance

are addressed as soon as possible and any areas of added value are identified as soon as possible.

Where the [total value](#) of a contract is in excess of the relevant [Public Procurement \(PA2023\) Threshold](#), and the Tender Notice was published from 24th February 2025 onwards, the contract will fall under the [Procurement Act 2023](#) and the [Procurement Regulations 2024](#). These Regulations have additional contract management requirements which Contract Managers need to be aware of; Procurement will manage the collation and publication of relevant data, but Contract Managers will be asked to provide the data needed:

- Contract Payment Notice
 - Publish details of individual payments of £30,000 and more made under a PA2023 contract
 - Published quarterly
- Contract Performance Notice
 - Publish (annually) KPI scores for PA2023 contracts with a total value of £5,000,000 or more
 - For all PA2023 contracts
 - Publish on termination of the contract (for any termination reason), in addition to the Contract Termination Notice
 - Publish within 30 days of Supplier poor performance
 - Publish within 30 days of a breach of contract
- Contract Change Notice
 - Publish prior to a modification taking place – all PA2023 contracts
 - Where this is for contracts with a total value of £5,000,000 or more, the Notice must include an updated copy of the [redacted contract](#) (with the modifications included)
 - Used for any “convertible contracts” (a contract that, as a result of a modification, will become a public contract i.e., going from below threshold to above threshold)
- Contract Termination Notice
 - Publish when a PA2023 contract comes to an end, for any reason i.e., expiry, early termination etc.
 - Publish following the final Contract Performance Notice
- Payments Compliance Notice
 - Publish details of performance against 30-day payment terms
 - Publish twice a year (two reporting periods (1 October – 31 March and 1 April – 30 September))

22.2 Responsibilities of a Contract Manager and Permitted Delegations

During the life of the contract, the Contract Manager is responsible for:

- The creation of the specification and set up of the contract function
- Liaising with Procurement, and ensuring compliance with these Rules
- The initial mobilisation meeting (lead)
- The overall performance of the contract (setting and monitoring KPIs)
- Addressing issues of underperformance

- Addressing issues of overspend and general budget management
- Managing the relationship between the Supplier and Wandle Housing Association
- Approving Purchase Orders and invoices
- Carrying out extensions, variations and terminations (following necessary approvals)
- Planning for re-procurement

The Contract Manager may delegate certain operational elements of contract management to Officers within their team, however, the Contract Manager will retain overall responsibilities. This delegation may include (but not be limited to):

- Attending initial mobilisation meeting
- Day to day operations within the contract
- Monitoring KPIs (depending on the value and complexity – risk – of the contract)
- Escalating performance (or other) concerns to the Contract Manager
- Raising Purchase Orders

22.3 Key Performance Indicators (KPIs)

All 'Gold' and 'Silver' contracts must have a minimum of three KPIs for contract management, with frequency of measurements set from the start of the contract.

Where a contract has a [total value](#) of £5 million or more, and falls under the purview of the [Procurement Act 2023](#) (regardless of the procurement route (including Framework/Dynamic Market call off contracts)):

- Contract Managers must include a minimum of three KPIs within the contract, and these must be published as part of the Contract Details Notice on the Central Digital Platform (Procurement will manage the publication of Notices);
- At least once every contractual year (and in the final year, prior to the Contract Termination Notice being published), the Contract Manager must assess and publish details of Supplier performance on the Central Digital Platform via a Contract Performance Notice (Procurement will manage the publication of Notices);
- A Contract Performance Notice must also be published on the Central Digital Platform within 30 days of a Supplier breaching or failing to perform under a PA2023 contract;
- If a contract is terminated due to a Supplier breaching or failing to perform under a contract with a total value of £5 million or more, then Contract Managers must notify Procurement, so that they can:
 - Publish a Contract Performance Notice on the Central Digital Platform within 30 days
 - Notify the Procurement Review Unit, and
 - Publish a Termination Notice.

22.4 Variations

This chapter refers to variations only. For extensions, refer to the [relevant chapter](#).

Where a variation (independently or cumulatively) means that the [total value](#) of a contract would exceed the relevant [Public Procurement \(PA2023\) Threshold](#), the contract will become a “convertible contract” and will fall under the full purview of the [Procurement Act 2023](#) (including all Notice and transparency requirements). This must only be carried out in full compliance with Clauses 74 and 75 of the [Procurement Act 2023](#), including the need to publish a Contract Change Notice on the Central Digital Platform (for contracts with a [total value](#) of £5 million or more, a copy of the varied [redacted contract](#) must be included with this Notice). In this circumstance, Contract Managers must engage with Procurement.

Where there is any substantial modification to the contract, the contract must be treated as a new procurement under these Rules. A substantial modification is one which would:

- increase or decrease the term of the contract by more than 10% of the maximum term provided for on award; or
- materially change the scope of the contract; or
- materially change the economic balance of the contract in favour of the Supplier.

For clarity, a change will be deemed non-substantial if the value of the modification is both below the relevant [Public Procurement \(PA2023\) Threshold](#) and below:

- 10% of the original contract value (15% for works contracts) (for PCR2015 contracts); or
- 10% of the current contract value (15% for works contracts) (for PA2023 contracts).

All variations to contracts shall be in writing, following approval in writing to vary the contract. This approval must be in line with the [delegated authority levels](#).

All variations to a contract (where it was procured under the Procurement Act 2023, Public Contract Regulations 2015 or is now considered a “convertible contract”, and therefore had an Award Notice published on OJEU, Find a Tender Service or the Central Digital Platform) must have a Modification Notice or Contract Change Notice published (for contracts with a [total value](#) of £5 million or more, a copy of the modified [redacted contract](#) must be included with this Notice). Contract Managers must discuss this with Procurement prior to any variation being entered.

Written confirmation of the variation must be kept within the contract management file, as well as detailed on the [Contract Register](#).

22.5 Extensions

This chapter refers to extensions only. For variations, refer to the [relevant chapter](#).

A contract should not be extended beyond its initial term unless the contract documents allow it (the potential extension option was advertised/procured).

Where a contract extension was allowed for within the original approvals and the original contract documents, then no further internal approvals are required.

If there is a business need which means that a contract is required to be extended beyond the term permissible in the original contract documents, advice must be sought from Procurement in the first instance, and then approval must be sought using the

[Approval to Extend form](#). This approval must be in line with the [delegated authority levels](#).

Contract Managers must be satisfied that such an extension would achieve value for money and be reasonable in all circumstances.

Where an extension (independently or cumulatively) means that the [total value](#) of a contract would exceed the relevant [Public Procurement \(PA2023\) Threshold](#), the contract will become a “convertible contract” and will fall under the full purview of the [Procurement Act 2023](#) (including all Notice and transparency requirements). This must only be carried out in full compliance with Clauses 74 and 75 of the [Procurement Act 2023](#), including the need to publish a Contract Change Notice on the Central Digital Platform (for contracts with a [total value](#) of £5 million or more, a copy of the modified [redacted contract](#) must be included with this Notice). In this circumstance, Contract Managers must engage with Procurement.

Where there is any substantial modification to the contract, the contract must be treated as a new procurement under these Rules. A substantial modification is one which would increase or decrease the term of the contract by more than 10% of the maximum term provided for on award.

All extensions to a contract (where it was procured under the Procurement Act 2023, Public Contract Regulations 2015 or is now considered a “convertible contract”, and therefore had an Award Notice published on OJEU, Find a Tender Service or the Central Digital Platform) must have a Modification Notice or Contract Change Notice published (for contracts with a [total value](#) of £5 million or more, a copy of the extended [redacted contract](#) must be included with this Notice). Contract Managers must discuss this with Procurement prior to any variation being entered.

All extensions to contracts shall be in writing.

Written confirmation of the extension must be kept within the contract management file, as well as detailed on the [Contract Register](#).

23.0 Appendix 1: Definitions

Agent(s)	A person or organisation acting on behalf of Wandle Housing Association, or on behalf of another organisation.
AIC	Asset Investment Committee at Wandle Housing Association.
Assessment Summary	Information about Wandle’s assessment of the tender, and if different, the most advantageous tender submitted in respect of the contract.
Associated Tender Documents	The full suite of documents that supplement the Tender Notice (or Dynamic Market Notice) and are required to undertake a compliant tendering procedure. Includes (but not limited to); Procurement Specific Questionnaire, Specification, Invitation to Tender, Terms and Conditions (form of contract), TUPE information and Form of Tender.

Award Criteria	The criteria used by Wandle to evaluate a Supplier's submission against the needs identified within the specification to award a contract to the Most Advantageous Tender (MAT).
Board	Wandle Housing Association's Board of Directors
Bond	An insurance policy: If the Supplier does not do what it has promised under a contract, Wandle can claim from the insurer the sum of money specified in the Bond (often 10% of the total value). A Bond is intended to protect Wandle against a level of cost arising from the Supplier's failure.
Central Digital Platform	A central "online system" for the publication of Notices, documents and other information relating to the Procurement Act 2023. This has replaced Contracts Finder and Find a Tender Service.
Competitive Flexible Procedure	A tendering procedure (other than an open procedure) that Wandle considers appropriate for awarding a contract (carried out in accordance with the Tender Notice and any associated tender documents). The number of participating Suppliers may be limited generally, through a selection process or an intermediate assessment of tenders. The weighting, ranking or description of the award criteria may be changed during the procedure.
Conditions of Participation	A condition that a Supplier must satisfy to be awarded a contract. Conditions of participation should only be set if they are a proportionate means of ensuring that Suppliers have the legal or financial capacity, or the technical ability to perform a contract to perform a contract. A contracting authority must have regard to the nature, complexity or cost of a contract when considering whether a condition of participation is proportionate. Wandle may exclude a Supplier from participating in a tendering procedure if the Supplier does not satisfy a condition of participation.
Conflicts of Interest	The concept of conflicts of interest shall at least cover any situation where relevant staff members have, directly or indirectly, a financial, economic, or other personal interest which might be perceived to compromise their impartiality and independence in the context of the tendering procedure. This conflict could be potential, perceived or actual.
Conflicts Assessment	An assessment that includes details of potential, perceived or actual conflicts of interest, and any steps Wandle has taken or will take to mitigate these.
Contract	A legal document that states and explains a formal agreement between two different parties.

Contract Award Notice	A Notice that must be published on the Central Digital Platform for all contracts above the Public Procurement (PA2023) Threshold (regardless of procurement route). This must be published before the contract is signed, but on the same day as issuing the assessment summaries. This Notice commences the start of the standstill period and sets out Wandle's intention to enter a contract.
Contract Change Notice	It is mandatory to publish a Contract Change Notice on the Central Digital Platform for all contracts awarded with an estimated total value above the Public Procurement (PA2023) Threshold, where a variation or extension is being made. For contracts with a total value of £5 million or more, a copy of the updated redacted contract must be included with this Notice. This Notice must also be published for any convertible contracts.
Contract Details Notice	It is mandatory to publish a Contract Details Notice on the Central Digital Platform for all contracts awarded with an estimated total value of £30,000 and above, (regardless of procurement route). This Notice is to be published after the contract has been signed, and for contracts above the Public Procurement (PA2023) Threshold, this would be after the end of the standstill period. For contracts with a total value of £5 million or more, a copy of the redacted contract must be included with this Notice. This must be published within 30 days of the contract being signed.
Contract management	Is the process of managing contract creation, execution, and analysis to maximise operational and financial performance at an organisation, all while reducing financial risk.
Contract Manager	This refers to the individual(s) that is responsible for the overall procurement and contract lifecycle. This individual may change following the award of the contract. For contracts with a total value of £90,000 or more, the Contract Manager must liaise with Procurement (the Procurement Lead)
Contract Payment Notice	This is mandatory and must be published quarterly on the Central Digital Platform with details of individual payments over £30,000 made under a contract.

Contract Performance Notice	This is mandatory and must be published annually (and in the final year, prior to the Contract Termination Notice being published) on the Central Digital Platform with details of performance/KPI scores for contracts with a total value of £5 million or more. This is mandatory and must be published on the Central Digital Platform within 30 days of a Supplier breaching or failing to perform under a contract with a total value of £5 million or more.
Contract Register	A register that stores details of Wandle's contracts, including duration and expiry dates.
Contract term	The length of the contract including the initial term and any extension periods proposed.
Contract Termination Notice	It is mandatory to publish a Contract Termination Notice on the Central Digital Platform for all contracts awarded with an estimated total value above the Public Procurement (PA2023) Threshold , where a contract ends (for any reason).
Convertible Contract	A contract that, as a result of a modification (variation or extension), will be above the Public Procurement (PA2023) Threshold. Once a modification has taken place, the full scope of the Procurement Act 2023 and the Procurement Regulations 2024 will apply to the amended contract. Where a contract is converted, a Contract Change Notice must be published on the Central Digital Platform. Where the total value of the modified contract is now £5 million or more, a copy of the original redacted contract and a copy of the modified redacted contract must be published alongside the Contract Change Notice.
Debarment List	A published list of excluded or excludable Suppliers.
Dynamic Market	A market made of members who meet the conditions for membership. Is similar to an electronic Framework, with two key differences; new Suppliers can join at any time, and it is to be run as a completely electronic process. This has replaced reference to a Dynamic Purchasing System (DPS), following the introduction of the Procurement Act 2023. For Dynamic Market call offs, they must be advertised using a Tender Notice via the Central Digital Platform.

Dynamic Market Notice	This must be published on the Central Digital Platform for the below events in a Dynamic Market: ▪ Advertising ▪ Establishing ▪ Changing ▪ Terminating
Dynamic Purchasing System (DPS)	Is similar to an electronic Framework, with two key differences; new Suppliers can join at any time, and it is to be run as a completely electronic process. All Dynamic Purchasing Systems will become expired/invalid from 23rd February 2029.
Electronic Tendering (eTendering)	A secure means to store and transmit all associated tender documents via a secure electronic vault.
Evaluation	The process of assessing received tenders or quotations against the published criteria to identify the winning Supplier, i.e., the Supplier with the highest evaluation score. Any subjective evaluation (such as quality) must be carried out independently by a minimum of two evaluators (preferably three), and then moderated by an independent moderator to reach a final agreed score (final scores must not be reached by taking averages in any circumstance). The evaluators should be fully briefed on the evaluation process. The Conflict of Interest Declaration – Confidentiality Agreement gives further guidance on evaluation principles and best practice. Procurement can act as the independent moderator but cannot undertake any scoring.
Exceptions	An act or instance of waiving a right to obey these Rules.
Extension (contract)	An additional period identified within the contract, beyond the initial term which may be used to lengthen the contract term. The limitations of the Public Contract Regulations 2015 and the Procurement Act 2023 should be borne in mind when varying a contract.
Find a Tender Service	An e-notification service which has replaced OJEU, used to post, and view public sector procurement notices. This is currently what the Central Digital Platform is known as.
Framework Open Framework	A Framework is an agreement with Suppliers to establish terms governing contracts that may be awarded during the life of the agreement. It is a general term for agreements that set out terms and conditions for making specific purchases (call-offs).

Goods	Tangible products that satisfy a need.
Initial Term	The initial period of a contract; this may be subsequently extended.
Key Performance Indicator KPI	A measure against which a Supplier's performance of the contract can be assessed during the term of the contract.
OJEU	The Official Journal of the European Union.
Parent Company Guarantee	A contract which binds the parent of a subsidiary company as follows: If the subsidiary company fails to do what it has promised under a contract, Wandle can require the parent company to do so instead.
Payments Compliance Notice	This is mandatory and must be published within 30 days of the two six-monthly reporting periods (1 October – 31 March and 1 April – 30 September) on the Central Digital Platform with details of Wandle's compliance with mandatory 30-day payment terms.
Personal Data	Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
Pipeline Notice	Mandatory where spend is estimated to be £100 million + across the financial year. Notice to contain advance communication of contract opportunities with an estimated value of £2 million +, which will commence between 1 April and 30 September (18 months). The Notice is to be published annually on the Central Digital Platform within 56 days of 1 April.
Planned Procurement Notice	This can be published on the Central Digital Platform in advance of a Tender Notice, to reduce minimum tender timescales (when published between 40 days and 12 months before the Tender Notice). This Notice cannot be used as a call for competition to justify an exception (Direct Award).
Preliminary Market Engagement	Engagement with Suppliers before a Tender Notice is published.
Preliminary Market Engagement Notice	A Preliminary Market Engagement Notice must be published on the Central Digital Platform to advertise the engagement (where engagement takes place, even where the engagement is "closed"). If preliminary market engagement takes place without the publication of a Preliminary Market Engagement Notice,

	then the reasoning behind this must be explained in the Tender Notice. This applies to both above and below threshold procurement activity.
Procurement	Procurement is the process of finding, agreeing terms and acquiring goods, services or works from an external source, often via a tendering or competitive bidding process.
Procurement Act 2023	An Act to make provision about procurement. It introduces a new procurement regime that consolidates the rules for public contracts, concession contracts, utilities contracts, and defence and security public contracts. The goals of this Act are to enhance efficiency, ensure fairness and competition, promote transparency, and integrate social and environmental considerations into procurement decisions.
Procurement Lead	A member of staff from the Procurement team, who is managing the procurement activity (alongside the Contract Manager).
Procurement Regulations 2024	Secondary legislation and Schedules that add further detail to the Procurement Act 2023 .
Proportionate Proportionality	Operating in a way that ensures that all aspects of a tender process and contract management (including; timescales, specifications, Conditions of Participation, evaluation process and Award Criteria) correspond to the size, complexity, risk, and value of the requirements of the procurement and/or contract.
Public Procurement (PA2023) Threshold	The threshold above which a Regulated procedure must be carried out. There are thresholds for goods/services, works and concessions. A tendering procedure where the total value exceeds the relevant Public Procurement (PA23) Threshold is governed by the Procurement Act 2023.
Publicly available contract	A contract that has been let by another organisation and which is available for use by Wandle. Wandle Housing Association must have been named specifically or generally within the associated tender documents in order to enable access.
Quotation	A formal statement setting out the estimated cost for a particular job or service.
Redacted Contract	Contracts can be redacted in line with Clause 94 of the Procurement Act 2023, along with if the information is: ▪ A trade secret ▪ Commercially sensitive

	▪ Resident data ▪ Exemptions outlined under the Freedom of Information Act 2000 ▪ Intellectual property, and ▪ The “how” i.e. the tender submission. Where information has been redacted, this needs to be stated within the Contract Details Notice and the redacted contract: • Detail what has been excluded and the justification for excluding it); • Delete the redacted information from the contract and replace it with the statement as per above instruction; and • Label the document clearly as a redacted version.
Rules	Wandle's Procurement Procedure Rules.
Services	A valuable action, deed, or effort performed to satisfy a need or to fulfil a demand.
Specification	An exact statement of the needs to be satisfied, or essential characteristics that a customer requires (in a good, material, method, process, service, system, or work) and which a Supplier must deliver. The specification should be written in a contractually enforceable manner. The specification must cover the scope of the requirement i.e., the goods, services or works to be supplied, the “where” and “when” they are to be supplied as well as any relevant performance and contract management details.
Standstill Period	A standstill period is a legal requirement where the total value exceeds the relevant Public Procurement (PA2023) Threshold. It provides a short pause between the contract award decision notification to Suppliers and the final contract conclusion. During this time, Suppliers can challenge the decision. Following the assessment summaries being issued, the Procurement Lead must publish a Contract Award Notice on the Central Digital Platform. The date that the Contract Award Notice is published will commence the mandatory standstill period of eight working days, giving unsuccessful Suppliers (as well as those who did not bid) an opportunity to challenge. A contract cannot be entered into before the end date of any standstill period provided for in the Contract Award Notice.
Supplier	An individual or organisation who submits a tender or quotation in a tendering procedure.

Tender	A written invitation sent to Suppliers of a good or service to inform them about the information required for the buyer to choose between them.
Terms and Conditions (form of contract)	General and special arrangements, provisions, requirements, rules, specifications, and standards that form an integral part of an agreement or contract. These must also include the tender response, KPIs, pricing and any agreed to clarifications/amendments from the tender process.
Transparency Notice	This must be published where an exception is approved internally that has an estimated total value that exceeds the relevant Public Procurement (PA2023) Threshold. This must be published before awarding a contract via exception (direct award), allowing a standstill period before then publishing a Contract Details Notice.
TUPE	Stands for the Transfer of Undertakings (Protection of Employment) Regulations 2006. TUPE regulations ensure the rights of employees are transferred along with the service.
Value for Money	Where quality and cost combine to produce a service which meets technical and customer requirements, at an acceptable level of expenditure in the prevailing budgetary constraints, for an acceptable level of quality.
Variation	An alteration to the scope, term, or any other part of a contract. The limitations of the Public Contract Regulations 2015 and the Procurement Act 2023 should be borne in mind when varying a contract.
Wandle	Wandle Housing Association.
Whole life costs	The total cost of ownership over the whole length of the contract and sometimes beyond.
Works	A contract is a “works contract” if its main purpose is: (a) the carrying out of works under the contract (whether or not resulting in a complete work); or (b) to facilitate the carrying out of works otherwise than under the contract, where those works are intended to result in a complete work that complies with specifications set out in, or determined under, the contract. Covered by CPV (common procurement vocabulary) codes listed in Schedule 3 of the Procurement Regulations 2024.

24.0 Appendix 2: Public Procurement (PA2023) Thresholds

Details of the current Public Procurement (PA23) Thresholds can be found [here](#).

The Cabinet Office have revised the threshold figures, which came into force on 1st January 2024. These will next be revised in January 2026.

The threshold amounts include VAT.

25.0 Appendix 3: Quick Reference Checklists

A series of tendering procedure checklists have been developed to help support Contract Managers in their procurement activities. These are not mandatory but are provided as a useful tool.

[Checklist - Quotation \(Up to £30k\)](#)

[Checklist - Quotation \(£30k - £89,999k\)](#)

[Checklist - Tenders \(£90k+\)](#)

[Checklist - Use of a \(Open\) Framework, DPS or Dynamic Market \(Any Value\)](#)

26.0 Appendix 4: Minimum Timescales

Participation period means the period beginning with the day following the day on which Wandle invites the submission of requests to participate in a competitive flexible procedure and ending with the day by which those requests must be submitted.

Tendering period means the period beginning with the day following the day on which Wandle invites the submission of tenders as part of a competitive tendering procedure and ending with the day by which tenders must be submitted.

Remember, these are minimum timescales. Contract Managers should consider the nature and complexity of the requirement and allow sufficient time for Suppliers to respond, particularly if there is a need for them to subcontract whilst balancing this against the importance of avoiding unnecessary delays.

Scenario	Minimum Period (Days)
Participation period for Competitive Flexible Procedure	25
Where all associated tender documents are not provided at the same time as the tender notice	30
Where tenders are submitted electronically, and all associated tender documents are provided at the same time as the Tender Notice	25
A qualifying Planned Procurement Notice has been issued	10



Where a contract is being awarded under a dynamic market	10
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