EXPLORING THE NEW PROCUREMENT ACT

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Procurement Act 2023

John Simons – Procurement Director (SCAPE)

Louise Benett – Senior Associate (Browne Jacobson)

SCAPE

John Simons
Group Procurement Director

- Full member of Chartered Institute of Purchase and Supply
- Vice Chair of LGA Construction Steering group
- Chair of the NACF
- Build UK Common Assessment Standard MemberMaster of EU Procurement Law
- MBA
- Management Degree
- Finance/Accounting Degree

AGENDA

Introduction

Evolution NOT Revolution

Notices

Market Engagement

Frameworks

Assessment Summary

Procedures

Key Performance Indicators

Remedies

Implementation Time-Lines

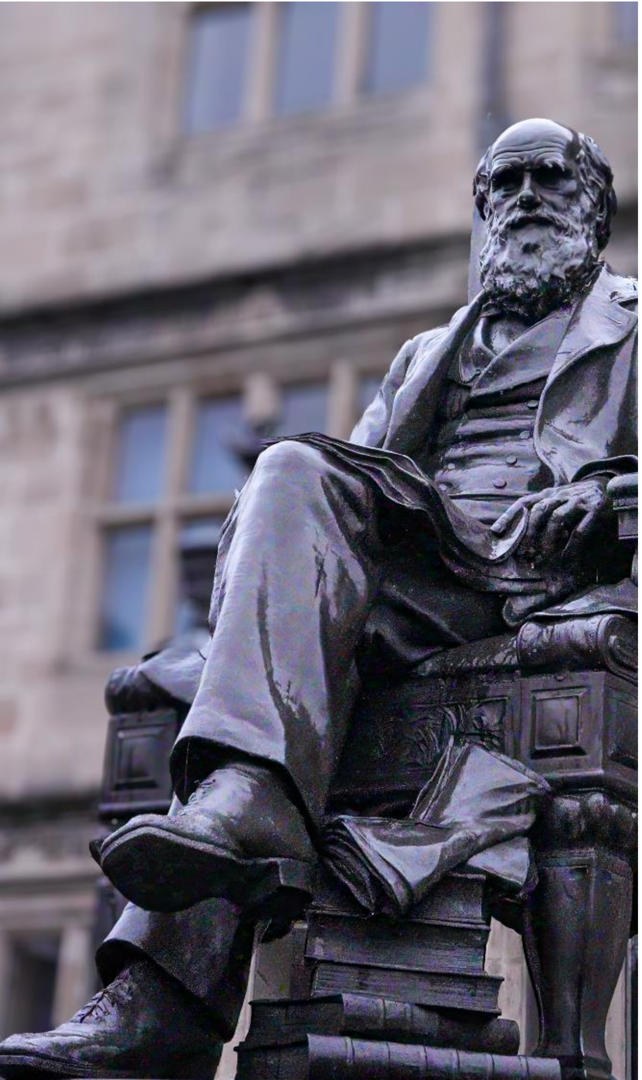
- Procurement Act 2023 - Royal Assent on 26 October 2023
- Confirmed go live date 24 February 2025
- “Knowledge Drops”- November 2023 onwards
- Training modules - March 2024 onwards
- Advance Courses - May 2024

Regulatory Framework

- Procurement Act 2023
- The Procurement Regulations 2024
- Procurement Act (Commencement No. 3 and Transitional and Saving) Regulations 2024
- Primary (Amending) Legislation
- National Procurement Policy Statement
- Statutory Guidance

Evolution NOT Revolution 1/2

- Transparency key objective throughout - 14 New Notices
- Fewer procedures
- Procurement Objectives – Minor Changes
- Principals rather than rules (Competitive Flexible)
- Frameworks – Closed/Open
- Dynamic Markets NOT Dynamic Purchasing Systems
- Regulation 72 – Equivalent retained and extended
- Standstill 8 working days NOT 10 calendar days
- CPV Codes retained



Evolution <u>NOT</u> Revolution 2/2

- Excluded Suppliers
- Debarment
- New KPI Reporting requirement (Contracts over £5m)
- Poor Performance
- Remedies – as before, no tribunal (missed opportunity?)
- Procurement Review Group - oversight regime
- Duty **<u>NOT</u>** to discriminate “treaty state” suppliers
- New “Assessment Summary”
- Below Threshold Contracts

Notices

- **Transparency – Golden Thread**
  - Pipeline Notice
  - Preliminary Market Engagement Notice
  - Planned Procurement Notice
  - Transparency Notice & Direct Awards
- Total of 14 Notices

Notices 1/2

Ref No.	**Notice**	**Publication trigger**
UK4	Tender Notice	When undertaking an open or competitive flexible procedure (including to establish a framework) or a regulated below-threshold procedure
UK5	Transparency Notice	When undertaking a direct award (publish prior to award)
UK6	Contract Award Notice	Communicates the outcome of the procurement and (commences standstill prior to awarding a contract open or competitive flexible procedure)
UK7	Contact Details Notice	Details of the awarded contract (including the redacted contract, for public contracts £5m+ and KPI information)
UK11	Contract Termination Notice	Mandatory when a public contract ends (including reaching the expiration naturally)
UK17	Payments Compliance Notice	Details of contracting authority performance against 30-day payment terms (twice annually)

Notices 2/2

Ref No.	Notice	Publication trigger
UK1	Pipeline Notice	Where organisational procurement spend is £100m+, publish 12-month forward plan of procurements valued £2m+
UK3	Planned Procurement Notice	Publish a qualifying planned procurement notice to reduce tender timescales
UK2	Preliminary Market Engagement Notice	Publish where pre-market engagement is planned or has taken place (or explain why not, in tender notice)
UK12	Procurement Termination Notice	Publish if, following a tender or transparency notice if the procurement ends without a contract award
UK13-UK16	Dynamic Market Notice	Publish to advertise, establish, change or terminate a dynamic market (NB four sub-notices ref UK13 - UK16)
UK9	Contract performance Notice	Publish annual KPI data (on contracts £5m+), and/or as required to report breach of contract / poor performance
UK8	Contract Payments Notice	Publish where one or more contract payment of £30k+ is made under a public contract (quarterly report required)
UK10	Contract Change Notice	Publish when making a contract modification (unless an exemption applies)

Market Engagement - Overview

- Act sets out expectations and requirements.

- Part 8 – Procurement Act 2023

    - Pipeline Notices
    - General Exemptions – Publishing Notices
    - Information relating to a procurement
    - Record Keeping
    - Electronic Communications
    - Data Protection/Conflicts of Interest

Market Engagement

- **Planned Procurement Notices**
  - Not mandatory
  - Seen as Best Practice
  - Alert the market to an upcoming procurement
  - Can reduce time limit for tenders

Market Engagement

- **Preliminary Market Engagement Notice**
- Communicate to suppliers that either
  - (a) intends to carry out market engagement or
  - (b) has carried out market engagement exercise
- A contracting authority carrying out preliminary market engagement - **MUST**
  - publish a preliminary market engagement notice before publishing a tender notice, or
  - provide reasons for not doing so in the tender notice.

Market Engagement – Benefits

- Helps with planning
- Stimulates Interest
- Benefits Transparency
- Ensures Equal Treatment
- Assists Proportionality
- Get Market Feedback
- Helps achieve strategic Objectives
- Reduces “in contract” modifications

Frameworks - Overview

- Definition is much the same as under PCR
- Closed - max period remains 4 years
- New “Open” framework (Max 8 years)
- Cannot award to an excluded supplier
- Open framework – min suppliers 2 or restricted to 4 years
- Must open competition within first 3 years
- Dynamic Markets **NOT** DPS
- Status Quo - Must identify Contracting Authorities allowed to use.
- No mandatory standstill for call offs.

Issue – Definition of “Public Contracts” (Part 1 section 3)

Frameworks

- Framework must:
- Agreement between one or more CA's and Partners.
- State estimated value (which CANNOT be exceeded).
- State the scope of the goods, works, or services
- Be for no longer than 4 years, unless a good reason for longer, or it's an open framework
- Set out the selection process for awarding contracts under it
- Set out the price payable
- Proportionality applies to award and call off.
- Clearly identity the CAs that can use it

Frameworks - Closed

- Status quo really.
- Initial maximum term 4 yrs, although can be longer.
- If longer, Contracting Authority MUST state reasons in the Tender Notice.
- Both open or CFP can be used
- Static number of suppliers once framework agreements are award.
- Competitive selection process – CA **MUST** include conditions of participation.
- Same assessment for legal, financial capacity, and technical ability.
- **MUST** provide for exclusion of excluded suppliers.

Frameworks - Open

- Minimum 2 suppliers or limited to 4 years. No set limit to the number of suppliers to be admitted
- Maximum duration of 8 years
- Must reopen competition after 3 yrs.
- Re-open again once in the 5 years.
- New notice when competition re-opened.
- An alternative to the traditional “closed” framework under the current regime.
- CA MUST be clear as to rules when competition re-opened. Includes conditions for existing suppliers.

QUESTIONS

?

THANK YOU

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Procurement Act 2023 ProCon

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February 2025

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The Competitive Flexible Procedure

How can we use the flexibility in practice?

Current procurement procedures

- Across current regimes in the PCRs, UCRs and CCRs, there are eight identifiable procurement procedures
  - Open procedure
  - Restricted procedure
  - Competitive dialogue procedure
  - Competitive procedure with negotiations
  - Innovation partnerships
  - Design contests
  - Negotiated procedure without prior publication
  - Light touch regime
- Many procedures are not really utilised and significant overlap between some of these procedures (e.g. CD and CPN)

New Procedures

- Two competitive procedures (section 20(2)):
  - Single-stage tendering procedure without a restriction on who can submit tenders (open procedure)
  - Such other competitive tendering procedure as the contracting authority considers appropriate for the purpose of awarding the public contract (competitive flexible procedure)
- No default procedure, but choice of procedure must be proportionate
- No justification required for competitive flexible procedure

What are the rules governing it?

- *"Implicitly this will operate within the bounds of the provisions of the Bill (such as procurement principles, publication and other requirement applicable to a competitive procedure) but can be designed around what would work best for the specific procurement"* – Explanatory Notes to the Bill
- Proportionality appears to apply both to the choice between open and "other" and to the process designed for the "other" form of procurement
- Proportionality assessed by reference to the nature, complexity and cost of the contract

Key Issue – Compliance with principles rather than detailed rules

- In the absence of a detailed set of rules, adherence to principles will be the touchstone of the competitive flexible procedure
- Challenge to award decisions in competitive flexible procedure are likely to be based around adherence to principles
- What are those principles?
  - EU freedoms no longer relevant
  - No equivalent to Regulation 18 PCR

Procurement Objectives (section 12)

- Must have regard to the importance of:
  - delivering value for money
  - maximising public benefit
  - sharing information for the purpose of allowing suppliers and others to understand the authority's procurement policies and decisions
  - acting, and being seen to act, with integrity
- In carrying out a procurement, a contracting authority must treat suppliers the same unless a difference between the suppliers justifies different treatment
- If a contracting authority considers that different treatment is justified in a particular case, the authority must take all reasonable steps to ensure it does not put a supplier at an unfair advantage or disadvantage
- Removal or reduction of barriers to participation for SMEs

Boundaries and scope

- Must ensure that the procedure is not designed in a manner that is unnecessarily complex or burdensome for suppliers, considering the nature, complexity and cost of the contract requirement
- Allows the design of a multi-stage procedure to include a limited number of participants in any of the stages
- Award criteria can also be refined in the course of the procedure (within the parameters set out in the Act)

Keeping it simple or going large?

- Flexibility doesn’t necessarily mean complexity
- 2 tender notice options:
  - inviting suppliers to submit a request to participate in the procedure, or
  - *where no such invitation is made*, inviting suppliers to submit their first, or only, tender as part of the procedure
- Second option looks similar to open procedure procedurally, but with built in flexibility

Successive Stages

- Opting for successive stages – should be clear in the procurement documents
- Allows for reduction in numbers of bidders
- Enables more focused engagement as the procurement progresses
- No minimum number of bidders required initially
- Intermediate Assessment of Tenders
  - Reduction must be by application of the evaluation criteria
  - Refining award criteria

Refinement (Section 24)

- Tender Notice or associated tender documents must provide for the refinement of any criterion
- Refinement can be in relation to the criteria or the relative importance (weighting)
- Refinement cannot happen once tenders submitted
- Effect of refinement cannot be such as would have altered any earlier assessment
- Necessary to republish tender notice and any associated tender documents affected by the refinement

Where do we start?

- Should we develop a template(s) or start each project with a blank page?
- Did we use flexibility afforded by PCR Light Touch Regime?
- Market engagement
- Use of precedents

Importance of preparation and documentation

- Without clear process driven rules, contracting authority and bidders may not be sure about what is going to happen
- Clarity needed in documenting the proposed process
- Be clear in advance about where your flexibility lies
- Use any flexibility to change course with caution
- Make the most of preliminary market engagement
- Flexibility doesn’t mean making it up as you go along

Making the most of the flexibility

- Timescales, documents, numbers of participants
- Potentially more flexibility in selection/shortlisting
- Flexibility in application of evaluation criteria at different stages
- Negotiation process
- Post tender negotiation
- Picking the best of CD and CPN?

Contract Management and the Act

Key Performance Indicators
Measuring and reporting on contract performance

- The Procurement Act 2023 places a greater emphasis on contract management, including new rights to terminate existing contracts based on supplier performance.
- Requirement to include minimum of three KPIs in contracts, unless:
  - Contract value is less than £5 million; or
  - Contract cannot be appropriately assessed by KPI (unlikely to apply to most contracts due to value)
- Required to annually (at least) assess and publicly report on KPIs
- To comply with obligation Authorities must proactively monitor its contracts against these KPIs
- Consequences for supplier, this information could be used to exclude for poor performance. So it is important to get it right! Expect disagreements!

When should you start thinking about it?

Market engagement?

- An opportunity to ask for their views on effective contract management
- Perfect time to start to introduce potential KPIs and see how market reacts
- Better to have suppliers on board but you can’t be entirely led by them, you have to do what’s right for your organisation

KPIs/ Contract Management
But is this a procurement issue?

- Not helpful to look at Procurement and Contract Management in isolation
- A difficult balancing act - inappropriate and burdensome KPIs could have significant impact on procurement process and contract delivery:
  - Due to monitoring and publishing requirements, Suppliers likely to push back if not reasonable
  - Potential delays to process
  - Could lead to post award negotiations with successful supplier at a risk to the Authority
  - Potential for “in term” modifications to correct problems

Key Performance Indicators
Measuring and reporting on contract performance

When is it not required? Doesn’t apply to:

- Framework agreements
- Utilities contracts awarded by private utilities
- Concession contracts
- Light touch regime contracts

Framework agreements – this doesn’t mean that call-off contracts don’t need to include them, they are a public contract in their own right, but query what needs to go into the call-off contract at the point of establishing the framework?

Contract Performance Notices

- Annual reporting against the relevant KPIs – section 71(2)
- Transparency regulations – regulation 29 (Contract performance notices)
  - Assessment of performance against KPIs
  - Breach of public contract or failure to perform
  - Sets out information that must be shared – assume that most of this will be in standard notices, you won't have to remember it!

Contract Performance Notices

How do you rate performance?

- Good - Performance is meeting or exceeding the key performance indicators
- Approaching target - Performance is close to meeting the key performance indicators
- Requires Improvement - Performance is below the key performance indicators
- Inadequate - Performance is significantly below the key performance indicators
- Other - Performance cannot be described as good, approaching target, requires improvement or inadequate

Where not performing to the KPIs the contracting authority must set this information out – regulation 29(6)

Not required when under performance results in full termination (note some confusion on that)

Consequences of Poor Performance

- Under PCR it is difficult to exclude due to “poor past performance”
- The Act widens the scope beyond termination of a contract to include situations where a supplier has “failed to remedy”
- Schedule 7 (12)(3)- Discretionary Ground, gives Authority a wide margin of discretion – if “sufficiently serious” (see schedule for definition)
- Authority must comply with procurement objectives- must be fair and proportionate
- Publishing performance data makes poor performance more visible!

What key changes will you need to consider?

- You will need to ensure your ITT is clear about how KPIs will be settled in process and at award stage. Bidders will want to push you on this
- Note that you will need to ensure compliance with the procurement objectives eg Same Treatment
- The Contract will need to have a very clear process for monitoring, agreeing and reporting
- Contract officers will need to be able to have robust discussions with suppliers.

Key Performance Indicators
What can we do now to prepare?

- Getting on Top of Contract Management
  - Gap analysis- do you have the resources and skill sets available to actively monitor the contracts?
  - Start training programmes now:
    - Drafting effective KPIs
    - Contract management skills
  - Review of Contracts in pipeline
  - Look at KPIs in existing contracts, can we do better. Have they helped to address performance issues

Risk Management

Have the remedies changed and should that change our approach to risk mitigation?

Available Remedies
What has changed?

- Remedies available to an aggrieved supplier under the Procurement Act 2023 remain largely the same as under the Public Contracts Regulations 2015 (PCR)
- Pre and post contractual remedies including pre-contract orders of the Court to set aside decisions, damages and "set aside" remedy (previously known as a declaration of ineffectiveness) available in certain circumstances where the contract has already been entered into
- The crucial 30 day limitation period also remains, with time starting to run from the point at which the supplier knew or ought to have known about the circumstances
- A missed opportunity?

Managing Risk
What is the critical risk point in a procurement?

- Notification of results
- First opportunity to understand the decisions taken by CA and are often subject to scrutiny
- It is therefore crucial that contracting authorities understand the changes and the new debrief requirements
- Currently CAs are required to send a standstill letter to the unsuccessful tenderers, setting out the scores, characteristics and relative advantages of the tender submitted by the winning bidder, and then wait for at least ten calendar days before signing the contract with the latter.
- This will process will change under new Act

Process to award a contract
What has changed?

- **STEP 1: Notifying the intention to award**
  - Publish a contract award notice of its intention to enter into a contract (Section 50)
  - Issue "assessment summaries" of feedback to successful and unsuccessful tenderers
  - Triggers start of Standstill Period
- **STEP 2: Standstill Period**
  - 8 working days, beginning on day contract award notice is issued
  - Exclusions for LTR, call-offs or direct awards made on grounds of "urgency" or "protect life"
- **STEP 3: Contract Details Notice/ Publication of contracts (section 53)**
  - Within 30 days of contract signature/120 for LTR contracts
  - Contracts must be published within 90 days of contract signature/ 180 for LTR (if valued over £5 million)

Assessment Summaries
What is the purpose?

- Ensuring that feedback and an explanation is provided to all suppliers across all criteria to understand why they did or did not win the contract
- It will hopefully drive consistency as it is stipulated what should be included. Less scope for interpretation like with characteristics and relative advantages of the successful tenderer

Assessment Summaries (2)
Who gets one?

- An assessment summary must be provided to each supplier that submitted an ‘assessed tender’ (see Section 50)
- Assessed Tender
  - Submitted in respect of the contract and assessed for the purposes of determining the MAT; and
  - Was not disregarded in the assessment of tenders

Assessment Summaries (3)
What should be included?

- The answer is not contained in the Act!
- Secondary legislation: See Transparency Regulations
- See template on the Procurement Pathway
- It must include:
  - Name of the supplier and suppliers details (e.g. unique identifier)
  - Award criteria (either in full or a summary of the award criteria together with a reference of where it is listed in full in the tender documents)
  - Summary of the assessment methodology
  - How the tender was assessed against each award criterion by reference to a score

Assessment Summaries (4)
What should be included (Continued)?

- Continued....
  - Detailed reasons, with reference to all information set out in the tender
  - with reference to all relevant information set out in the tender, for:
    - (i) the score against each award criterion (“A”),
    - (ii) the reasons why the tender was not given the score immediately above A for that criterion (except where the tender was given the highest score), and
    - (iii) in a case where a criterion is arranged into different strands for assessment, a explanation of how the tender was assessed against each of those different strands

Assessment Summaries (5)
What should be included (Continued)?

- Continued....
  - The total score, and any sub-total scores, for the tender against all of the award criteria
  - In the case of an unsuccessful tender, an explanation of why the tender was unsuccessful including whether this was
    - (i) because it failed to satisfy a condition of participation set under section 22 of the Procurement Act 2023, or
    - (ii) because it was disqualified under the assessment methodology under section 23(3) of the Procurement Act 2023, or
    - (iii) for any other reason, including an explanation of that reason

Assessment Summaries (6)
What should be included (continued)?

- Continued....
  - For unsuccessful bidder, the same information in respect of the winning bidder redacted for confidentiality
  - All assessment summaries must be provided to all suppliers at the same time
  - The Transparency Regulations specifically state that there is nothing preventing contracting authorities from providing additional information

Assessment Summaries (7)
Key takeaways

- Removal of characteristics and relative advantages- should help to streamline the process
- Can transpose moderation notes into assessment summary
- Feedback is given for all questions even where unsuccessful bidder scored higher than successful bidder
- Successful bidder getting same level of information
- Could this approach help reduce claims? May stop CAs engaging in a comparative exercise

Assessment Summaries (8)
What can we do now to start to prepare?

If the moderation notes are good quality you are already part way there to producing an assessment summary:

- Consider the quality of your evaluation and moderation notes. Are they up to the required standard?
- Review past moderation reports would you be happy to share these with bidders?
- Should you conduct a lessons learnt exercise from recent complaints/ challenges?
- After conducting this review consider if training around evaluation and moderation note taking is necessary, do you need to upskill your team?

Automatic Suspension
What has changed?

- Concept of automatic suspension remains (section 101)
- However, key difference in Act:
  - Currently automatic suspension is triggered when claim is issued, CA is notified prior to the contract being entered into
  - It does not matter if standstill has concluded, if there is a delay between end of standstill and contract completion a CA there is a risk of automatic suspension
  - KEY CHANGE: Under the Act the claim has to be issued and CA notified of that fact during the standstill period
- Reduces period of time that this pre-contractual remedy remains available to bidders

Automatic Suspension
Application to lift

- Section 102(1), a CA can issue an application to lift the automatic suspension and the court can make an order that the suspension be lifted.
- The test to be applied by the court is different the current test.
- Under section 102(2), must now have regard to:

(a) the public interest in, among other things—

(i) upholding the principle that public contracts should be awarded, and contracts should be modified, in accordance with the law;

(ii) avoiding delay in the supply of the goods, services or works provided for in the contract or modification (for example, in respect of defence or security interests or the continuing provision of public services);

Automatic Suspension
Application to lift

(b) the interests of suppliers, including whether damages are an adequate remedy for the claimant;

(c) any other matters that the court considers appropriate.

Automatic Suspension
So what do these changes mean in practice?

- Bidders will be alive to the new requirement to issue the claim within the standstill period in order to invoke the suspension. Bidders often want the contract not damages!
- Likely to lead for more formal requests for extensions to standstill, especially where numerous questions have been asked
- New test to be applied by the court when considering whether to lift the automatic suspension has changed, the new test is plainly very similar to the American Cyanamid test. It will have to be seen how it is applied by the court.

Risk Management

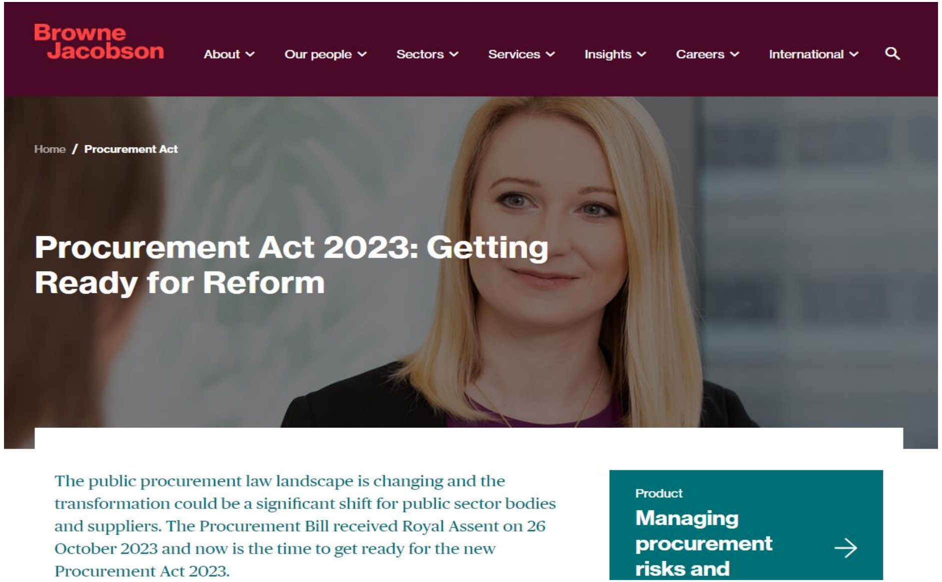
PCR and the Act, a period when both will be applicable

- Transition period you will continue to procure under two sets of rules. Must be clear what applies to what procurement
- Contract Modifications: If contract is let under the PCR, it will apply to any modification made to that contract
- Frameworks/ DPS: The PCR will apply to all Framework established pre October 2024, including call-offs

Q&A Session

Sign up for further updates and insights

- https://www.brownejacobson.com/procurement-reform



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