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Committee Stage: Tuesday 21 February 2023

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## Procurement Bill [Lords] (Committee Stage Decisions)

This document sets out the fate of each clause, schedule, amendment and new clause considered at committee stage. A glossary with key terms can be found at the end of this document.

First to Ninth Sittings

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### *FIRST AND SECOND SITTINGS*

Alex Burghart

**Agreed to**

That—

1. the Committee shall (in addition to its first meeting at 9.25 am on Tuesday 31 January) meet—
    - (a) at 2.00 pm on Tuesday 31 January;
    - (b) at 11.30 am and 2.00 pm on Thursday 2 February;
    - (c) at 9.25 am and 2.00 pm on Tuesday 7 February;
    - (d) at 11.30 am and 2.00 pm on Thursday 9 February;
    - (e) at 9.25 am and 2.00 pm on Tuesday 21 February;
    - (f) at 11.30 am and 2.00 pm on Thursday 23 February;
  2. proceedings on consideration of the Bill in Committee shall be taken in the following order: Clauses 1 to 3, Schedules 1 and 2, Clause 4, Schedule 3, Clauses 5 and 6, Schedule 4, Clauses 7 to 41, Schedule 5, Clauses 42 to 57, Schedules 6 and 7, Clauses 58 to 73, Schedule 8, Clauses 74 to 88, Schedule 9, Clauses 89 to 113, Schedule 10, Clauses 114 and 115, Schedule 11, Clauses 116 to 124, new Clauses, new Schedules, remaining proceedings on the Bill;
  3. the proceedings shall (so far as not previously concluded) be brought to a conclusion at 5.00 pm on Thursday 23 February.
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Alex Burghart

**Agreed to**

That, subject to the discretion of the Chair, any written evidence received by the Committee shall be reported to the House for publication.

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*Clause 1 agreed to.*

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Alex Burghart

**Agreed to 27**

Clause 2, page 2, line 13, leave out “including the NHS”

*Clause, as amended, agreed to.*

*Clause 3 agreed to.*

*Schedule 1 agreed to.*

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Alex Burghart

**Agreed to 85**

Schedule 2, page 84, line 11, leave out from “in” to end of line 17 and insert “this Part of this Schedule.”

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Alex Burghart

**Agreed to 86**

Schedule 2, page 85, line 39, at end insert—

## **“Part 2**

### **Subject-matter exempted contracts**

#### *General*

3A (1) A contract is an exempted contract if it is—

- (a) a contract of a kind listed in this Part of this Schedule;
- (b) a framework for the future award of contracts only of a kind listed in this Part of this Schedule.

(2) But a Part 2-only contract is not an exempted contract if, on award of the contract, a contracting authority considers that—

- (a) the goods, services or works representing the main purpose of the contract could reasonably be supplied under a separate contract, and

- (b) that contract would not be a contract of a kind listed in this Part of this Schedule.
- (3) In considering whether goods, services or works could reasonably be supplied under a separate contract, a contracting authority may, for example, have regard to the practical and financial consequences of awarding more than one contract.
- (4) In this paragraph "Part 2-only contract" means a contract of a kind listed in this Part of this Schedule that is not of a kind listed in Part 1 of this Schedule."

\_\_\_\_\_  
Alex Burghart

**Agreed to**

That paragraph 25 of Schedule 2 be transferred to the end of line 39 on page 85

\_\_\_\_\_  
Alex Burghart

**Agreed to**

That paragraphs 31 and 32 of Schedule 2 be transferred to the end of line 39 on page 85

*Schedule, as amended, agreed to.*

*Clause 4 agreed to.*

*Schedule 3 agreed to.*

*Clauses 5 and 6 agreed to.*

*Schedule 4 agreed to.*

*Clauses 7 to 11 agreed to.*

\_\_\_\_\_  
Florence Eshalomi  
Chris Evans

**Negatived on division 9**

Clause 12, page 9, line 24, after "money" insert ", including value that is social value within the meaning of the Public Services (Social Value) Act 2012, overall providing the optimum balance of economy, efficiency, effectiveness and equity"

\_\_\_\_\_  
Florence Eshalomi  
Chris Evans

**Negatived on division 10**

Clause 12, page 9, line 25, after "benefit" insert "and public value, including in relation to benefits and value contributing to socio-economic development, to be realised over time and in relation to areas of public responsibility of other contracting authorities"

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Kirsty Blackman	<b>Negatived on division</b>	<b>100</b>	
Clause 12, page 9, line 28, at end insert—			
“(e) mitigating climate change and “Net Zero” commitments.”			
<hr/>			
Kirsty Blackman	<b>Not called</b>	<b>101</b>	
Clause 12, page 9, line 28, at end insert—			
“(e) transparency and anti-corruption efforts.”			
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Florence Eshalomi	<b>Negatived on division</b>	<b>89</b>	
Clause 12, page 9, line 28, at end insert—			
“(1A) In having regard to delivering value for money under subsection (1), a contracting authority must consider the impact of delivering the contract on—			
(a) social value,			
(b) the ability to meet the needs of service users,			
(c) long-term value, including the prevention of adverse life outcomes and the increasing demand for services that results from adverse life outcomes,			
(d) savings to other areas of public service delivery, and			
(e) furthering equality and tackling inequality”			
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Florence Eshalomi Chris Evans	<b>Negatived on division</b>	<b>1</b>	
Clause 12, page 9, line 36, after “enterprises” insert “and co-operative societies”			
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Florence Eshalomi	<b>Negatived on division</b>	<b>90</b>	
Clause 12, page 9, line 36, after “enterprises” insert “and charities”			
<i>Clause agreed to.</i>			
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Florence Eshalomi Chris Evans	<b>Negatived on division</b>	<b>22</b>	
Clause 13, page 10, line 2, leave out “may” and insert “must”			

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Alex Burghart **Agreed to on division** 28  
 Clause 13, page 10, line 9, leave out paragraph (b)

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Florence Eshalomi **Not called** 7  
 Chris Evans  
 Clause 13, page 10, line 12, after "environmental" insert ", cyber security"

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Florence Eshalomi **Not called** 11  
 Chris Evans  
 Clause 13, page 10, line 12, after "environmental" insert ", national security"

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Florence Eshalomi **Not called** 107  
 Clause 13, page 10, line 25, at end insert—  
     "(vii) fair treatment of workers, by ensuring fair pay and  
     conditions, workplace wellbeing, development of skills  
     and progression and diversity in recruitment."

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Alex Burghart **Agreed to on division** 29  
 Clause 13, page 10, line 29, leave out subsection (4)

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Kirsty Blackman **Negatived on division** 105  
 Clause 13, page 10, line 36, at end insert—  
 "(4A) The national procurement policy statement must include measures to  
 ensure that no supplier may be granted a procurement contract with a  
 contracting authority where the Secretary of State is satisfied there is  
 established evidence that a provider has been involved in—  
     (a) modern slavery,  
     (b) genocide, or  
     (c) crimes against humanity."

*Clause, as amended, agreed to.*

*Clauses 14 and 15 agreed to.*

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*THIRD AND FOURTH SITTINGS*

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Florence Eshalomi Chris Evans Lloyd Russell-Moyle	<b>Negatived on division</b>	<b>20</b>
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Clause 16, page 12, line 35, after “suppliers” insert “, including small and medium-sized enterprises,”

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Florence Eshalomi Chris Evans Lloyd Russell-Moyle	<b>Negatived on division</b>	<b>21</b>
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Clause 16, page 12, line 38, after “suppliers” insert “, including among small and medium-sized enterprises,”

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Florence Eshalomi Lloyd Russell-Moyle	<b>Negatived on division</b>	<b>91</b>
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Clause 16, page 13, line 17, at end insert—

“(6) In carrying out preliminary market engagement, a contracting authority must consider potential barriers to participation by small and medium sized enterprises and charities, and take steps to mitigate any barriers identified.”

*Clause agreed to.*

*Clauses 17 and 18 agreed to.*

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Richard Burgon Lloyd Russell-Moyle Mick Whitley	<b>Negatived on division</b>	<b>95</b>
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Clause 19, page 14, line 16, at end insert—

“(aa) must disregard any tender from a supplier that does not guarantee the payment of at least the Real Living Wage to all its own employees and contracted staff and those of any sub-contractors;”

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Alex Burghart	<b>Agreed to</b>	<b>30</b>
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Clause 19, page 14, line 21, at end insert—

“(ba) may disregard any tender that offers a price that the contracting authority considers to be abnormally low for performance of the contract;”

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Alex Burghart

**Agreed to** 31

Clause 19, page 14, line 23, at end insert—

- “(3A) Before disregarding a tender under subsection (3)(ba) (abnormally low price), a contracting authority must—
- (a) notify the supplier that the authority considers the price to be abnormally low, and
  - (b) give the supplier reasonable opportunity to demonstrate that it will be able to perform the contract for the price offered.
- (3B) If the supplier demonstrates to the contracting authority’s satisfaction that it will be able to perform the contract for the price offered, the authority may not disregard the tender under subsection (3)(ba) (abnormally low price).”

*Clause, as amended, agreed to.*

*Clause 20 agreed to.*

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Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

**Negated on division** 25

Clause 21, page 16, line 29, at end insert—

- “(6A) Subject to subsection (6D), subsection (6B) applies where a tender notice or associated tender document indicates that a public contract is suitable for small and medium-sized enterprises.
- (6B) If no small or medium-sized enterprise submits a tender, the contracting authority must withdraw the tender notice, and may not republish the tender notice until it has fulfilled the condition in subsection (6C).
- (6C) The condition is that the contracting authority has conducted preliminary market engagement (see section 16) with a view to engaging with suppliers who are small and medium-sized enterprises.
- (6D) Subsection (6B) does not apply if the contracting authority can demonstrate that it fulfilled the condition in subsection (6C) before the tender notice was published.”

*Clause agreed to.*

*Clause 22 agreed to.*

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Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

**Negated on division 12**

Clause 23, page 18, line 4, at end insert—

“(3A) Where—

- (a) the contracting authority is the Ministry of Defence, and
  - (b) the contract concerns defence or security,
- the award criteria must be weighted so as to advantage United Kingdom suppliers.”

*Clause agreed to.*

*Clauses 24 to 28 agreed to.*

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Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

**Negated on division 18**

Clause 29, page 20, line 42, leave out “paragraph 14 of Schedule 7” and insert “paragraph 42A of Schedule 6”

*Clause agreed to.*

*Clauses 30 and 31 agreed to.*

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Alex Burghart

**Agreed to 32**

Clause 32, page 23, line 22, after “operates” insert “wholly or partly”



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Florence Eshalomi **Not called** 92  
Lloyd Russell-Moyle

Clause 32, page 23, line 23, leave out "or disadvantaged"

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Alex Burghart **Agreed to** 33

Clause 32, page 23, line 24, leave out from "individuals" to end of line 26 and insert "where—

- (a) disabled or disadvantaged individuals represent at least 30 per cent of the workforce of the organisation,
- (b) if a particular part of the organisation is to perform the contract, disabled or disadvantaged individuals represent at least 30 per cent of the workforce of that part of the organisation, or
- (c) if more than one organisation is to perform the contract, disabled or disadvantaged individuals represent at least 30 per cent of the combined workforce of—
  - (i) those organisations,
  - (ii) where a particular part of each organisation is to perform the contract, those parts, or
  - (iii) where a combination of organisations and parts is to perform the contract, those organisations and parts."

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Florence Eshalomi **Not called** 93  
Lloyd Russell-Moyle

Clause 32, page 23, line 25, leave out "or disadvantaged"

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Florence Eshalomi **Not called** 94  
Lloyd Russell-Moyle

Clause 32, page 23, line 25, leave out "30" and insert "50"

*Clause, as amended, agreed to.*

*Clauses 33 to 40 agreed to.*

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#### *FIFTH AND SIXTH SITTINGS*

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Florence Eshalomi **Negated on division** 13  
Chris Evans  
Lloyd Russell-Moyle

Clause 41, page 28, line 27, at beginning insert "Subject to subsection (4A),"

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Richard Burgon **Not called** 96  
 Lloyd Russell-Moyle  
 Mick Whitley

Clause 41, page 28, line 36, at end insert—

“(3A) A contracting authority may not award a contract under this section to a supplier that does not guarantee the payment of at least the Real Living Wage to all its own employees and contracted staff and those of any sub-contractors.”

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Florence Eshalomi **Not called** 14  
 Chris Evans  
 Lloyd Russell-Moyle

Clause 41, page 28, line 38, at end insert—

“(4A) If the supplier is an excludable supplier by virtue of the discretionary exclusion ground in paragraph 14 of Schedule 7 (threat to national security), the contracting authority may not award the contract to that supplier.”

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Kirsty Blackman **Negatived on division** 103

Clause 41, page 29, line 10, at end insert—

“(5A) Where a direct award justification applies, before making a direct award to a supplier a contracting authority must satisfy itself that no preferential treatment has been conferred on the supplier by virtue of any recommendation made by a Member of the House of Commons or the House of Lords.”

*Clause agreed to.*

*Schedule 5 agreed to.*

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Florence Eshalomi **Negatived on division** 108  
 Lloyd Russell-Moyle

Clause 42, page 29, line 29, at end insert—

- “(5) Subject to subsection (6), regulations made under section (1) may remain in force for no longer than three months.
- (6) A Minister of the Crown may by regulations provide for the continuation in force of regulations made under subsection (1) for a period of no longer than a further three months.
- (7) A Minister of the Crown may exercise the power in subsection (6) more than once in respect of the same regulations made under subsection (1).”

*Clause agreed to.*

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Richard Burgon  
Lloyd Russell-Moyle  
Mick Whitley

**Not called 97**

Clause 43, page 30, line 12, at end insert—

“(5A) A contracting authority may not award a contract under subsection (1) to a supplier that does not guarantee the payment of at least the Real Living Wage to all its own employees and contracted staff and those of any sub-contractors.”

*Clause agreed to.*

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Kirsty Blackman

**Negatived on division 104**

Clause 44, page 30, line 23, at end insert—

“(c) any connections between the supplier and any—  
(i) registered political party,  
(ii) Ministers of the Crown, or  
(iii) Members of the House of Commons or House of Lords  
where such connections are of a nature likely to be relevant to the direct award of the contract.”

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Florence Eshalomi  
Lloyd Russell-Moyle

**Negatived on division 111**

Clause 44, page 30, line 25, at end insert—

“(4) Any Minister, peer or senior civil servant involved in recommending a supplier for a contract under section 41 or 43 must make a public declaration to the Cabinet Office of any private interest in that supplier within 5 working days.”

*Clause agreed to.*

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Richard Burgon **Not called** 98  
 Lloyd Russell-Moyle  
 Mick Whitley

Clause 45, page 31, line 14, at end insert—

“(aa) permit the award of a public contract to a supplier that does not guarantee the payment of at least the Real Living Wage to all its own employees and contracted staff and those of any sub-contractors.”

*Clause agreed to.*

*Clauses 46 to 51 agreed to.*

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Florence Eshalomi **Withdrawn after debate** 4  
 Chris Evans  
 Lloyd Russell-Moyle

Clause 52, page 35, line 23, leave out “£5 million” and insert “£2 million”

*Clause agreed to.*

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Florence Eshalomi **Withdrawn after debate** 26  
 Chris Evans  
 Lloyd Russell-Moyle

Clause 53, page 36, line 9, leave out “£5 million” and insert “£2 million”

*Clause agreed to.*

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Alex Burghart **Agreed to** 34

Clause 54, page 37, line 14, at end insert—

<p>“The contract—                  (a) being awarded is a utilities contract, or                  (b) is being awarded by a contracting authority that is not a central government authority,                  and is subject to a negotiated tendering period</p>	No minimum period
<p>The contract—                  (a) being awarded is a utilities contract, or                  (b) is being awarded by a contracting authority that is not a central government authority,                  and tenders may be submitted only by pre-selected suppliers</p>	10 days”

Alex Burghart **Agreed to 35**

Clause 54, page 37, line 35, at end insert—

““central government authority” has the meaning given in paragraph 5 of Schedule 1 (threshold amounts);

“negotiated tendering period” means a tendering period agreed between a contracting authority and pre-selected suppliers in circumstances where tenders may be submitted only by those pre-selected suppliers;”

Alex Burghart **Agreed to 36**

Clause 54, page 38, line 2, at end insert—

““pre-selected supplier” means a supplier that—

- (a) has been assessed as satisfying conditions of participation before being invited to submit a tender as part of a competitive tendering procedure, or
- (b) in the case of a contract that is being awarded by reference to suppliers’ membership of a dynamic market, is a member of that market;”

*Clause, as amended, agreed to.*

*Clause 55 agreed to.*

Alex Burghart **Agreed to 37**

Clause 56, page 38, line 24, at end insert—

“(za) the standard adopts an internationally-recognised equivalent,  
or”

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Alex Burghart **Agreed to** 38  
 Clause 56, page 38, line 26, leave out paragraph (b)

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Alex Burghart **Agreed to** 39  
 Clause 56, page 38, line 29, at end insert—

“(3A) If the procurement documents refer to a United Kingdom standard, they must provide that tenders, proposals or applications that the contracting authority considers satisfy an equivalent standard from another state, territory or organisation of states or territories will be treated as having satisfied the United Kingdom standard.

(3B) In considering whether a standard is equivalent to a United Kingdom standard for the purposes of subsection (3A), a contracting authority may have regard to the authority’s purpose in referring to the standard.

(3C) A contracting authority may require certification, or other evidence, for the purpose of satisfying itself that a standard is satisfied or equivalent.”

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Alex Burghart **Agreed to** 40  
 Clause 56, page 38, line 36, leave out “such matters” and insert “the matters mentioned in subsection (4)”

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<p>Marsha De Cordova          Charlotte Nichols          Kim Johnson          Marion Fellows          Apsana Begum          Mick Whitley          Dawn Butler          Sarah Champion          Margaret Ferrier          Ms Diane Abbott          Florence Eshalomi</p>	<p>Claudia Webbe          John McDonnell          Valerie Vaz          Steve McCabe          Richard Burgon</p>	<p><b>Negated on division</b> 8</p> <p>Debbie Abrahams          Jon Trickett          Bell Ribeiro-Addy          Dame Meg Hillier          Lloyd Russell-Moyle</p>
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Clause 56, page 38, line 38, at end insert—

“(5A) For all procurement which is intended for use by natural persons, whether the general public or staff of the contracting authority, the technical specifications in the procurement documents must, except in duly justified cases, be drawn up so as to take into account accessibility criteria for disabled persons or design for all users.”

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Alex Burghart **Agreed to** 41  
 Clause 56, page 39, leave out lines 9 to 12 and insert—

“(b) are primarily developed for use in the United Kingdom, or part of the United Kingdom.”

*Clause, as amended, agreed to.*

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Florence Eshalomi Chris Evans Lloyd Russell-Moyle	<b>Negated on division</b>	<b>23</b>
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Clause 57, page 39, line 22, after “mandatory” insert “or discretionary”

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Florence Eshalomi Chris Evans Lloyd Russell-Moyle	<b>Not called</b>	<b>24</b>
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Clause 57, page 39, line 29, leave out subsection (b)

*Clause agreed to.*

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Florence Eshalomi Chris Evans Lloyd Russell-Moyle	<b>Not called</b>	<b>15</b>
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Schedule 6, page 104, line 25, at end insert—

*“National security*

42A A mandatory exclusion ground applies to a supplier if a decision-maker determines that the supplier or a connected person poses a threat to the national security of the United Kingdom.”

*Schedule agreed to.*

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Florence Eshalomi Chris Evans Lloyd Russell-Moyle	<b>Not called</b>	<b>16</b>
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Schedule 7, page 110, leave out lines 28 to 31

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Alex Burghart **Agreed to on division** 87  
 Schedule 7, page 110, line 33, leave out paragraph 15

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Florence Eshalomi **Negatived on division** 106  
 Lloyd Russell-Moyle

Schedule 7, page 111, line 4, at end insert—

*“Failure to consider sanctions regime*

- 16 A discretionary exclusion ground applies to a supplier if a decision-maker determines that the supplier or a connected person has failed to adhere to sanctions imposed by the United Kingdom.”

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Florence Eshalomi **Negatived on division** 112  
 Lloyd Russell-Moyle

Schedule 7, page 111, line 4, at end insert—

*“Labour law infringements*

15A(1) Subject to paragraph (2), a discretionary exclusion ground applies to a supplier if a contracting authority determines that a supplier, within the three years leading to the date of tender—

- (a) has been found by an employment tribunal or court to have significantly breached the rights of an employee or worker engaged or formerly engaged by it,
- (b) has admitted that it significantly breached the rights of an employee or worker engaged or formerly engaged by it, or
- (c) has made a payment to an employee or worker engaged or formerly engaged by it in respect of a significant breach by it of the employee or worker’s rights,

and the contracting authority may treat the supplier as an excluded supplier in relation to the award of the public contract.

(2) Where a contracting authority determines that a supplier fulfils one or more of sub-paragraphs (1)(a), (b) or (c), the contracting authority must determine that the supplier is not an excluded supplier in relation to the award of the public contract if the contracting authority is satisfied that the supplier has provided convincing evidence to the effect that measures taken by the supplier are sufficient to demonstrate that it is in the public interest and in the interest of the contracting authority that the supplier should not be excluded from the procurement procedure.

(3) The evidence referred to in sub-paragraph (2) must include proof that the supplier has—

- (a) paid or undertaken to pay without delay compensation in respect of any damage caused by the breach of rights,
- (b) clarified the facts and circumstances in a comprehensive manner by actively and without delay collaborating with any relevant employment tribunal or court process and the parties thereto, and



- (c) taken concrete technical, organisational and personnel measures appropriate to prevent further breaches of rights of a similar kind.
- (4) Any such measures taken by the supplier must be evaluated taking into account the gravity and particular circumstances of the breach or breaches of rights.
- (5) Where the contracting authority considers such measures to be insufficient, the contracting authority must give the supplier a statement of the reasons for that decision.
- (6) "Rights" in paragraphs (1) to (4) means any entitlement or benefit of an employee or worker engaged or formerly engaged by the supplier or of a trade union of which he or she is a member deriving from common law (including contract and tort) or statute, or protected by the international obligations of the United Kingdom referred to in Article 399 of the Trade and Cooperation Agreement (within the meaning of section 37 of the European Union (Future Relationship) Act 2020)."

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Florence Eshalomi **Not called** 17  
 Chris Evans  
 Lloyd Russell-Moyle

Schedule 7, page 111, line 39, leave out sub-sub-paragraph (e)

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Alex Burghart **Agreed to** 88

Schedule 7, page 111, line 44, at end insert—

"“event” means a conviction, decision, ruling, failure or other event by virtue of which a discretionary exclusion ground would apply to a supplier;”

*Schedule, as amended, agreed to.*

*Clauses 58 to 61 agreed to.*

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Alex Burghart **Agreed to** 42

Clause 62, page 43, line 30, leave out from “section” to end of line 39 and insert “and, as part of that entry, must—

- (a) state the exclusion ground to which the entry relates, and whether it is a mandatory exclusion ground or a discretionary exclusion ground, and
  - (b) indicate the date on which the Minister expects the supplier to cease to be an excluded or excludable supplier by virtue of the stated exclusion ground (and, accordingly, expects the entry to be removed from the list).
- (4) A list kept for the purposes of this section is the “debarment list”.

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Alex Burghart Agreed to 43

Clause 62, page 43, line 44, at end insert—

- “(5A) The Minister may not enter a supplier’s name on the debarment list before the end of the period of eight working days beginning with the day on which the Minister gives notice to the supplier in accordance with subsection (5) (the “debarment standstill period”).
- (5B) The Minister may not enter a supplier’s name on the debarment list if—
- (a) during the debarment standstill period—
    - (i) proceedings under section (*Debarment decisions: interim relief*)(1) (interim relief) are commenced, and
    - (ii) the Minister is notified of that fact, and
  - (b) the proceedings have not been determined, discontinued or otherwise disposed of.”

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Alex Burghart Agreed to 44

Clause 62, page 44, line 1, leave out from “review” to end of line 5 and insert—

- “(b) may remove an entry from the debarment list at any time, and
  - (c) may revise a date indicated under subsection (3)(b).
- (7) If a Minister of the Crown voluntarily removes an entry from the debarment list in connection with proceedings under section 64 (debarment decisions: appeals), a Minister of the Crown may reinstate the entry only after the proceedings have been determined, discontinued or otherwise disposed of.
- (7A) A Minister of the Crown must remove an entry from the debarment list if the Minister is satisfied that the supplier is not an excluded or excludable supplier by virtue of the ground stated in the entry.”

*Clause, as amended, agreed to.*

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Alex Burghart Agreed to 45

Clause 63, page 44, line 16, leave out from “for” to end of line 17 and insert—

- “(a) the removal of an entry in respect of the supplier from the debarment list, or
- (b) the revision of the date indicated as part of such an entry under section 62(3)(b).”

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Alex Burghart **Agreed to** 46

Clause 63, page 44, line 21, leave out from "since" to ", or" and insert "the entry was made or, where relevant, revised"

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Alex Burghart **Agreed to** 47

Clause 63, page 44, line 23, after "subsection (1)" insert "in relation to the entry or, where relevant, revision"

*Clause, as amended, agreed to.*

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Alex Burghart **Not selected** 109

Page 44, line 27, leave out Clause 64

*Clause negatived.*

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Alex Burghart **Not selected** 49

Page 44, line 34, leave out Clause 65

*Clause negatived on division.*

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Alex Burghart **Agreed to** 50

Clause 66, page 45, line 30, at end insert—

"(5A) The implied term does not prevent a contracting authority—

- (a) requiring the use of a particular system in relation to electronic invoices;
- (b) in the case of a defence authority (as defined in section 7(5)), requiring the use of a system that requires the payment of fees by the supplier."

*Clause, as amended, agreed to.*

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Florence Eshalomi **Negatived on division** 110  
Lloyd Russell-Moyle

Clause 67, page 46, line 32, at end insert—

- “(10A) Within six months of the passage of this Act, the Secretary of State must prepare, publish and lay before Parliament a report on the effectiveness of this section in ensuring prompt payment of small and medium-sized enterprises.
- (10B) Not later than 6 months after the report has been laid before Parliament, a Minister of the Crown must make a motion in the House of Commons in relation to the report.”

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Alex Burghart **Agreed to** 51

Clause 67, page 46, line 33, at end insert—

- “(za) “electronic invoice” and “required electronic form” have the meanings given in section 66(3);”

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Alex Burghart **Agreed to** 52

Clause 67, page 46, line 36, after “address” insert “, or through an electronic invoicing system,”

*Clause, as amended, agreed to.*

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Alex Burghart **Agreed to** 53

Clause 68, page 47, line 18, at end insert “, or  
(d) in relation to a concession contract.”

*Clause, as amended, agreed to.*

*Clauses 69 to 73 agreed to.*

*Schedule 8 agreed to.*

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Alex Burghart **Agreed to 54**

Clause 74, page 51, line 5, leave out paragraph (c)

*Clause, as amended, agreed to.*

*Clause 75 agreed to.*

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Alex Burghart **Agreed to 55**

Clause 76, page 51, line 40, after "modification" insert "—

- (a) in respect of which the contracting authority is required to publish a contract change notice under section 74, and"

\_\_\_\_\_  
Alex Burghart **Agreed to 56**

Clause 76, page 51, line 43, leave out paragraphs (a) to (c)

\_\_\_\_\_  
Alex Burghart **Agreed to 57**

Clause 76, page 52, line 3, leave out "or a transferred Northern Ireland authority"

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Alex Burghart **Agreed to 58**

Clause 76, page 52, line 7, leave out "or a transferred Northern Ireland procurement arrangement"

*Clause, as amended, agreed to.*

*Clause 77 agreed to.*

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Florence Eshalomi **Not called** 19  
 Chris Evans  
 Lloyd Russell-Moyle

Clause 78, page 53, line 38, leave out “paragraph 14 of Schedule 7” and insert “paragraph 42A of Schedule 6”

*Clause agreed to.*

*Clause 79 agreed to.*

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### SEVENTH AND EIGHTH SITTINGS

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Florence Eshalomi **Negated on division** 116  
 Clause 80, page 54, line 32, after “who” insert “directly or indirectly”

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Florence Eshalomi **Not called** 117  
 Clause 80, page 55, line 2, at end insert—  
 ““person who directly or indirectly influences” includes but is not limited to—

- (a) civil servants;
- (b) government contractors or consultants and their employees;
- (c) special advisers;
- (d) parliamentarians; and
- (e) political appointees.”

*Clause agreed to.*

*Clauses 81 to 84 agreed to.*

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Florence Eshalomi **Negated on division** 2  
 Chris Evans  
 Lloyd Russell-Moyle

Clause 85, page 57, line 27, after “enterprises” insert “and co-operative societies”

*Clause agreed to.*

*Clauses 86 to 88 agreed to.*

*Schedule 9 agreed to.*

*Clause 89 agreed to.*

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Alex Burghart

**Agreed to 59**

Clause 90, page 60, line 32, at end insert—

- “(1A) Regulations under subsection (1) may only include provision that is equivalent to provision in—
- (a) subsection (1), (2), (5) or (6) of section 88 (treaty state suppliers),
  - (b) section 89 (treaty state suppliers: non-discrimination), or
  - (c) Schedule 9 (specified international agreements).
- (1B) Regulations under subsection (1) may not be made unless a Minister of the Crown considers, or the Scottish Ministers consider, that the regulations are necessary in order to ratify or comply with an international agreement to which the United Kingdom is a signatory.
- (1C) In subsection (1B), the reference to being a signatory to an international agreement includes a reference to having—
- (a) exchanged instruments, where the exchange constitutes the agreement;
  - (b) acceded to the agreement.”

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Kirsty Blackman

**Negated on division 102**

Clause 90, page 60, line 32, at end insert—

- “(1A) A Minister of the Crown acting under subsection (1) must acquire the consent of Scottish Ministers.”

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Alex Burghart

**Agreed to 60**

Clause 90, page 60, line 34, at end insert—

- “(b) a reference to discrimination is a reference to discrimination as defined in section 89.”

*Clause, as amended, agreed to.*

*Clauses 91 to 93 agreed to.*

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Alex Burghart **Agreed to** 61  
Clause 94, page 62, line 37, after first "a" insert "covered"

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Alex Burghart **Agreed to** 62  
Clause 94, page 62, line 42, at end insert—  
“(2A) Subsection (2)(a) does not apply in relation to an electronic communications system used, or required to be used—  
(a) after the award of the public contract, or  
(b) in relation to a utilities dynamic market.”

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Alex Burghart **Agreed to** 63  
Clause 94, page 63, line 1, leave out "Subsection (1)" and insert "This section"

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Alex Burghart **Agreed to** 64  
Clause 94, page 63, line 2, after "communication" insert ", or the use of an electronic communication system meeting the requirements of subsection (2),"  
*Clause, as amended, agreed to.*  
*Clauses 95 and 96 agreed to.*

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Alex Burghart **Agreed to** 65  
Clause 97, page 64, line 6, at end insert—  
“(6A) A supplier may not bring proceedings under this Part on the grounds that one or more of the following decisions of a Minister of the Crown was unlawful—  
(a) a decision to enter a supplier’s name on the debarment list;  
(b) a decision relating to the information included in an entry on the debarment list;  
(c) a decision not to remove an entry from the debarment list, or revise information included in such an entry,  
(see section 64 (debarment decisions: appeals)).”

*Clause, as amended, agreed to.*



*Clauses 98 to 106 agreed to.*

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Alex Burghart **Agreed to** 66  
Clause 107, page 70, line 3, leave out "only" and insert "wholly or mainly"

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Alex Burghart **Agreed to** 67  
Clause 107, page 70, line 12, leave out paragraph (b)

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Alex Burghart **Agreed to** 113  
Clause 107, page 70, line 14, after "section" insert "and section 123 (commencement)"

*Clause, as amended, agreed to.*

*Clause 108 agreed to.*

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Alex Burghart **Agreed to** 68  
Clause 109, page 71, line 12, after "section 66" insert "or section 121"

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Alex Burghart **Agreed to** 69  
Clause 109, page 71, line 32, at end insert—  
    "(ba) section (*Trade disputes*) (trade disputes);"

*Clause, as amended, agreed to.*

*Clause 110 agreed to.*

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Alex Burghart **Agreed to** 70  
Clause 111, page 73, line 4, leave out "A Minister of the Crown or"

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Alex Burghart **Agreed to** 71

Clause 111, page 73, line 5, leave out from “of” to end of line 7 and insert—

- “(a) applying it in relation to procurement carried out by contracting authorities under devolved Scottish procurement arrangements;
- (a) disapplying it in relation to procurement carried out by devolved Scottish authorities under—
  - (i) reserved procurement arrangements,
  - (ii) devolved Welsh procurement arrangements, or
  - (iii) transferred Northern Ireland procurement arrangements.”

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Alex Burghart **Agreed to** 72

Clause 111, page 73, line 8, at end insert—

“(za) the Procurement Reform (Scotland) Act 2014 (asp 12),”

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Alex Burghart **Agreed to** 73

Clause 111, page 73, line 13, leave out “those regulations” and insert “that legislation”

*Clause, as amended, agreed to.*

*Clauses 112 and 113 agreed to.*

*Schedule 10 agreed to.*

*Clauses 114 and 115 agreed to.*

*Schedule 11 agreed to.*

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Alex Burghart **Not selected** 74

Page 74, line 16, leave out Clause 116

*Clause negatived.*

*Clause 117 agreed to.*

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Alex Burghart	<b>Agreed to</b>	<b>75</b>
Clause 118, page 75, line 21, at end insert— “(da) section 52 (key performance indicators);”		
Alex Burghart	<b>Agreed to</b>	<b>76</b>
Clause 118, page 75, line 23, leave out paragraph (f)		
Alex Burghart	<b>Agreed to</b>	<b>77</b>
Clause 118, page 75, line 29, at end insert— “(la) section ( <i>Trade disputes</i> ) (trade disputes);”		
Alex Burghart	<b>Agreed to</b>	<b>114</b>
Clause 118, page 75, line 39, at end insert— “(ua) section 123(6) (exclusion of devolved Welsh authorities);”		
Alex Burghart	<b>Agreed to</b>	<b>78</b>
Clause 118, page 76, line 21, at end insert— “(ca) section 52 (key performance indicators);”		
Alex Burghart	<b>Agreed to</b>	<b>79</b>
Clause 118, page 76, line 26, at end insert— “(ha) section ( <i>Trade disputes</i> ) (trade disputes);”		
Alex Burghart	<b>Agreed to</b>	<b>80</b>
Clause 118, page 76, line 47, at end insert— “(ca) section 52 (key performance indicators);”		
Alex Burghart	<b>Agreed to</b>	<b>81</b>
Clause 118, page 77, line 1, at end insert— “(da) section ( <i>Trade disputes</i> ) (trade disputes);”		
Alex Burghart	<b>Agreed to</b>	<b>82</b>
Clause 118, page 77, line 15, leave out from “under” to end of line 16 and insert “any of the following provisions”		

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Alex Burghart **Agreed to** 83

Clause 118, page 77, line 18, at end insert—

- “(a) section 90 (treaty state suppliers: non-discrimination);
- “(b) section (*Trade disputes*) (trade disputes);
- “(c) section 111 (powers relating to procurement arrangements).”

*Clause, as amended, agreed to.*

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Florence Eshalomi **Not called** 3  
 Chris Evans  
 Lloyd Russell-Moyle

Clause 119, page 77, line 24, at end insert—

““co-operative society” means—

- (a) a society registered as a co-operative society under the Co-operative and Community Benefit Societies Act 2014, or
- (b) a pre-commencement society (within the meaning of that Act) that meets the condition in section 2(2)(a)(i) of that Act;”

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Richard Burgon **Not called** 99  
 Lloyd Russell-Moyle  
 Mick Whitley

Clause 119, page 77, line 41, at end insert—

““Real Living Wage” means the hourly wage rates for London and for outside London calculated annually by the Resolution Foundation and overseen by the Living Wage Commission (or their successor bodies);”

*Clause agreed to.*

*Clauses 120 to 122 agreed to.*

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Alex Burghart **Agreed to** 115

Clause 123, page 81, line 14, leave out subsection (3) and insert—

- “(3) A Minister of the Crown may not make specified regulations under subsection (2) without the consent of the Welsh Ministers.

- (4) In this section, “specified regulations” means regulations to bring into force provisions regulating procurement by a devolved Welsh authority other than procurement under—
- (a) a reserved procurement arrangement, or
  - (b) a transferred Northern Ireland procurement arrangement,
- but “specified regulations” does not include regulations to bring into force provisions in Part 7 (implementation of international obligations).
- (5) In this section, “devolved Welsh authority” has the meaning given in section 157A of the Government of Wales Act 2006.
- (6) A Minister of the Crown may by regulations make such provision as the Minister considers appropriate for the purpose of ensuring that—
- (a) Parts 1 to 6 and 8 to 13, or particular provisions in those Parts, so far as not already brought into force under subsection (2) do not regulate procurement by a devolved Welsh authority other than procurement under—
    - (i) a reserved procurement arrangement, or
    - (ii) a transferred Northern Ireland procurement arrangement;
  - (b) existing legislation continues to regulate procurement by devolved Welsh authorities and procurement under devolved Welsh procurement arrangements.
- (7) Regulations under subsection (6) may modify this Act.
- (8) In this section—

“existing legislation” means any enactment, other than this Act or regulations made under this Act, that is passed or made before section 11 (covered procurement only in accordance with this Act) comes into force;

a reference to a provision regulating procurement includes a reference to a provision conferring a function exercisable in relation to procurement.”

*Clause, as amended, agreed to.*

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Alex Burghart

Agreed to 84

Clause 124, page 81, line 18, leave out subsection (2)

*Clause, as amended, agreed to.*

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*NINTH SITTING*

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Alex Burghart

**Added NC9**

To move the following Clause—

**“Debarment decisions: interim relief**

- (1) A supplier may apply to the court for suspension of the Minister’s decision to enter the supplier’s name on the debarment list.
- (2) Proceedings under subsection (1) must be brought during the debarment standstill period.
- (3) The court may make an order to—
  - (a) suspend the Minister’s decision to enter the supplier’s name on the debarment list until—
    - (i) the period referred to in subsection (3)(b) of section 64 (appeals) ends without proceedings having been brought, or
    - (ii) proceedings under that section are determined, discontinued or otherwise disposed of, and
  - (b) if relevant, require that an entry in respect of the supplier be temporarily removed from the debarment list.
- (4) In considering whether to make an order under subsection (3), the court must have regard to—
  - (a) the public interest in, among other things, ensuring that public contracts are not awarded to suppliers that pose a risk,
  - (b) the interest of the supplier, including in relation to the likely financial impact of not suspending the decision, and
  - (c) any other matters that the court considers appropriate.
- (5) In this section—

“the court” means—

- (a) in England and Wales, the High Court,
- (b) in Northern Ireland, the High Court, and
- (c) in Scotland, the Court of Session;

“debarment standstill period” has the meaning given in section 62 (debarment list).”

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Alex Burghart

**Added NC10**

To move the following Clause—

**“Debarment proceedings and closed material procedure**

Part 2 of the Justice and Security Act 2013 (disclosure of sensitive material) applies in relation to proceedings under sections (*Debarment decisions: interim relief*)(1) (interim relief) and 64 (appeals) as if, in each

of the following provisions, each reference to the Secretary of State included a reference to the Minister for the Cabinet Office—

- (a) section 6(2)(a), (7) and (9)(a) and (c);
- (b) section 7(4)(a);
- (c) section 8(1)(a);
- (d) section 11(3);
- (e) section 12(2)(a) and (b)."

---

Alex Burghart

**Added NC11**

To move the following Clause—

**"Trade disputes**

- (1) This section applies where there is, or has been, a dispute relating to procurement between the United Kingdom and another state, territory or organisation of states or territories in relation to an international agreement specified in Schedule 9.
- (2) An appropriate authority or the Scottish Ministers may by regulations make such provision relating to procurement as the authority considers, or the Scottish Ministers consider, appropriate in consequence of the dispute.
- (3) Any provision made by the Scottish Ministers under subsection (2) must relate to procurement—
  - (a) carried out by devolved Scottish authorities, or
  - (b) under devolved Scottish procurement arrangements.
- (4) Regulations under this section may include provision modifying primary legislation, whenever passed (including this Act).
- (5) In subsection (1), the reference to an international agreement specified in Schedule 9 does not include a reference to the Trade and Cooperation Agreement between the United Kingdom of Great Britain and Northern Ireland, of the one part, and the European Union and the European Atomic Energy Community, of the other part, signed at Brussels and London on 30 December 2020."

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Alex Burghart

**Added NC12**

To move the following Clause—

**"Part 9 proceedings and closed material procedure**

Part 2 of the Justice and Security Act 2013 (disclosure of sensitive material) applies in relation to proceedings under this Part as if, in each of the following provisions, each reference to the Secretary of State included a reference to the Minister for the Cabinet Office—

- (a) section 6(2)(a), (7) and (9)(a) and (c);
- (b) section 7(4)(a);
- (c) section 8(1)(a);

- (d) section 11(3);
- (e) section 12(2)(a) and (b)."

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Alex Burghart

Added NC13

To move the following Clause—

**"Power to disapply this Act in relation to procurement by NHS in England**

- (1) A Minister of the Crown may by regulations make provision for the purpose of disapplying any provision of this Act in relation to regulated health procurement.
- (2) In this section—

"regulated health procurement" means the procurement of goods or services by a relevant authority that is subject to provision made under section 122B of the National Health Service Act 2006 (procurement of healthcare services etc for the health service in England), whether or not that provision is in force;

"relevant authority" has the meaning given in that section."

---

Alex Burghart

Added NC15

To move the following Clause—

**"Debarment decisions: appeals (No. 2)**

- (1) A supplier may appeal to the court against a decision of a Minister of the Crown—
  - (a) to enter the supplier's name on the debarment list,
  - (b) to indicate a particular date as part of an entry in respect of the supplier under section 62(3)(b), or
  - (c) not to remove an entry in respect of the supplier from the debarment list, or revise a date indicated as part of such an entry, following an application under section 63 (application for removal).
- (2) Proceedings under subsection (1)—
  - (a) may only be brought by a United Kingdom supplier or a treaty state supplier,
  - (b) may only be brought on the grounds that, in making the decision, the Minister made a material mistake of law, and
  - (c) must be commenced before the end of the period of 30 days beginning with the day on which the supplier first knew, or ought to have known, about the Minister's decision.
- (3) Subsection (4) applies if, in proceedings under subsection (1)(a), the court is satisfied that—
  - (a) the Minister made a material mistake of law, and



- (b) in consequence of the mistake, a contracting authority excluded the supplier from participating in a competitive tendering procedure, or other selection process, in reliance on section 57(1)(b) or (2)(b).
- (4) The court may make one or more of the following orders—
  - (a) an order setting aside the Minister’s decision;
  - (b) an order to compensate the supplier for any costs incurred by the supplier in relation to participating in the procedure or process referred to in subsection (3)(b).
- (5) Otherwise, if the court is satisfied that the Minister made a material mistake of law, the court may make an order setting aside the Minister’s decision.
- (6) In this section—

“the court” has the meaning given in section (*Debarment decisions: interim relief*) (interim relief);

the reference to a supplier being excluded includes a reference to—

- (a) the supplier’s tender being disregarded under section 26;
- (b) the supplier becoming an excluded supplier for the purposes of section 41(1)(a), 43(1) or 45(6)(a).”

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Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

Not called NC1

To move the following Clause—

**“National Security Procurement Committee**

- (1) The Secretary of State must establish a committee, chaired by the Minister for Resilience, to consider (a) national security and (b) cyber security within the Government’s supply chain.
- (2) The committee must consider whether suppliers should be excluded on the basis of the discretionary exclusion ground in paragraph 14 of Schedule 7 (threat to national security).
- (3) The committee must review ongoing major government contracts, with focus on threats to national and cyber security.
- (4) The committee must meet no less than once every three months.”

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Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

Not called NC2

To move the following Clause—

**“Procurement principles**

- (1) In carrying out a procurement, a contracting authority must pursue the following principles—

- (a) promoting the public good, by having regard to the delivery of strategic national priorities including economic, social, environmental and public safety priorities,
  - (b) value for money, by having regard to the optimal whole-life blend of economy, efficiency and effectiveness that achieves the intended outcome of the business case,
  - (c) transparency, by acting openly to underpin accountability for public money, anti-corruption and the effectiveness of procurements,
  - (d) integrity, by providing good management, preventing misconduct, and control in order to prevent fraud and corruption,
  - (e) fair treatment of suppliers, by ensuring that decision-making is impartial and without conflict of interest, and
  - (f) non-discrimination, by ensuring that decision-making is not discriminatory.
- (2) If a contracting authority considers that it is unable to act in accordance with any of these principles in a particular case, it must—
- (a) take all reasonable steps to ensure it does not put a supplier at an unfair advantage or disadvantage, and
  - (b) publish a report within 90 days setting out the principles with which it could not act in accordance and its reasons.”

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Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

**Negated NC3**

To move the following Clause—

**“Public interest**

- (1) Where a contracting authority is considering outsourcing public services that are at the time of consideration delivered in-house or where contracts are due for renewal, the contracting authority must ensure that outsourcing or recontracting passes a public interest test and provides greater public value than direct service provision.
- (2) As part of the duty in subsection (1), the contracting authority must demonstrate to the public, service users and its employees that it has thoroughly assessed the potential benefits and impact of outsourcing the service in question against a public sector comparator with assessments being based on criteria to be set by the Secretary of State from time to time, including taking a five year consideration of—
  - (a) service quality and accessibility;
  - (b) value for money of the expenditure;
  - (c) implications for other public services and public sector budgets;
  - (d) resilience of the service being provided;
  - (e) implications for the local economy and availability of good work in relevant sub-national labour markets;
  - (f) implications for public accountability and transparency;

- (g) effect on employment conditions, terms and standards within the provision of the service to be outsourced and when outsourced;
  - (h) implications for public sector contributions to climate change targets;
  - (i) implications for the equalities policies of the contracting authority and compliance with the public sector equality duty.
- (3) The contracting authority and the supplier of the outsourced service must monitor the performance of any contracted service against the public interest test and the stated objectives set by the contracting authority pre-procurement to demonstrate that outsourcing the service in question has not resulted in a negative impact on any of the matters mentioned in subsection (2)(a) to (i).
- (4) The Secretary of State must from time to time set budget thresholds for when a public interest test would be required."

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Bob Seely  
Mr Philip Hollobone  
Damian Green  
Sir Iain Duncan Smith  
Sir Julian Lewis  
Tim Loughton  
Lloyd Russell-Moyle

Not called NC4

To move the following Clause—

**"Dependence on high-risk states**

- (1) The Secretary of State must within six months publish a plan to reduce the dependence of public bodies upon goods and services which originate in whole or in part in a country considered by the United Kingdom as a high risk sourcing country.
- (2) For the purposes of this section, a country is considered a high risk sourcing country by the United Kingdom if it is defined as either a systemic competitor or a threat in the latest Integrated Review of Security, Defence, Development and Foreign Policy."

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Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

Negated on division NC5

To move the following Clause—

**"Carbon reduction plans**

- (1) Subject to subsection (4), contracting authorities must obtain, assess and publish a carbon reduction plan from all suppliers under consideration for qualifying contracts before entering into a public contract with any supplier.
- (2) In this section, "qualifying contract" means—

- (a) a public contract with an average value of more than £5 million per annum (excluding VAT) over the duration of the contract,
  - (b) any contract to be awarded under a framework agreement anticipated to be greater than £5 million per annum (excluding VAT) in value, or
  - (c) any contract to be awarded by reference to a dynamic market which is anticipated to be greater than £5 million per annum (excluding VAT) in value.
- (3) For a qualifying contract of the type referred to in subsection (2)(a), a “carbon reduction plan” must contain—
- (a) the supplier’s current greenhouse gas emissions,
  - (b) confirmation of the supplier’s commitment to achieving net zero greenhouse gas emissions by 2050 for their UK supply chain, operations, products and services,
  - (c) intermediate targets for reductions in their greenhouse gas emissions at no more than 5 year intervals, beginning with the date of award of the contract,
  - (d) as far as they are able, the greenhouse gas emissions attributable to performance of the contract,
  - (e) as far as they are able, targets for reductions in those greenhouse gas emissions, and
  - (f) other environmental management measures in effect which will be applied when performing the contract.
- (4) For the qualifying contracts of the type described in subsection (2)(b) and (2)(c), a carbon reduction plan should contain the matters specified in subsection (3)(a), (b) and (c) only.
- (5) In complying with requirements imposed by the regulations, a contracting authority must have regard to guidance prepared from time to time by an appropriate authority.
- (6) “Greenhouse gas” has the meaning given in section 92 of the Climate Change Act 2008, and “emissions” has the meaning given in section 97 of that Act.”

---

Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

Negated on division NC6

To move the following Clause—

**“Granting of relief on an application for judicial review of a contracting authority’s decision**

Section 31(2A) of the Senior Courts Act 1981 does not apply in the case of an application for judicial review of a contracting authority’s decision to award a contract if—

- (a) the contracting authority breaches the principle of non-discrimination in section 89, and

- (b) the authority's breach is caused by a representation to the contracting authority by a Member of Parliament, Member of the House of Lords, or senior civil servant."

---

Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

Negatived on division NC7

To move the following Clause—

**"Review of procurement of Fleet Solid Support Ships**

- (1) By the end of 2023, the Secretary of State for Defence must conduct a review of the procurement of Fleet Solid Support Ships.
- (2) The review must consider and report on—
- (a) the total amount of expected UK build work for each Fleet Solid Support ship,
  - (b) the number of UK jobs and Spanish jobs that have been created so far as a result of awarding the contract for Fleet Solid Support ships to "Team Resolute",
  - (c) the number of UK SMEs and Spanish SMEs that have been contracted to work on Fleet Solid Support ships so far by Navantia UK,
  - (d) whether Navantia UK are on track to fulfil guarantees on the UK content, UK steel targets and social value,
  - (e) whether Navantia UK are on track to meet timelines to complete the project, and
  - (f) any other matter which the reviewer considers appropriate.
- (3) The Secretary of State must report to Parliament on this review and publish a report on the review's findings by the end of 2023."

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Florence Eshalomi  
Chris Evans  
Lloyd Russell-Moyle

Negatived on division NC8

To move the following Clause—

**"Audit of waste in Ministry of Defence procurement**

- (1) The National Audit Office (NAO) must produce and publish a report setting out any instances of waste in Ministry of Defence procurement in the period of 5 years ending with the day on which this Act is passed.
- (2) In this section, "waste in Ministry of Defence procurement" means—
- (a) overspend on initially planned budgets,
  - (b) assets being withdrawn or scrapped or prepaid services terminated,
  - (c) a contract being cancelled,
  - (d) a contract being extended beyond the initially agreed timescale, or

- (e) administrative errors which have had a negative financial impact.
- (3) The report must include recommendations on how better management of contracts can reduce the loss of public money.
- (4) Within one month of the publication of the report, the Secretary of State must report to Parliament on whether the NAO's recommendations have been accepted or rejected, with reasoning in either case."

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Florence Eshalomi  
Lloyd Russell-Moyle

**Negatived on division NC14**

To move the following Clause—

**"Procurement Transaction System**

- (1) An appropriate authority may by regulations make provision requiring procurement transactions to be carried out in a specified manner, including through a specified online system.
- (2) Regulations under subsection (1) may require a contracting authority to—
  - (a) carry out procurement transactions in a specified way, or
  - (b) take steps to ensure that suppliers participating in a procurement carry out procurement transactions in a specified way.
- (3) A contracting authority must keep records related to any transaction or communication between the authority and a supplier for the purposes of, or in connection with, a covered procurement in a specified online system.
- (4) In this section, "procurement transactions" means transactions carried out under, or for a purpose relating to, this Act."

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Florence Eshalomi  
Lloyd Russell-Moyle

**Negatived on division NC16**

To move the following Clause—

**"Procurement of support services for victims of violence against women and girls**

- (1) In carrying out a covered procurement for local specialist support services for victims of violence against women and girls, a contracting authority must have regard to social value within the meaning of the Public Services (Social Value) Act 2012.
- (2) For the purpose of this section, "support" means specialist support provided to victims of violence against women and girls or their children by organisations whose organisational purpose is to support victims or children and young people impacted by violence against women and girls."

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Debbie Abrahams

Not selected NC17

To move the following Clause—

**“Protection of subcontractors’ payments under construction contracts**

(1) In this section—

“bank” has the meaning given to it in section 2 of the Banking Act 2009;

“building society” has the meaning given to it in section 119 of the Building Societies Act 1986;

“contractor” is the party engaged under a construction contract with a contracting authority;

“construction contract” has the meaning given to it in section 104, Housing Grants, Construction and Regeneration Act 1996;

“handover of each subcontracted works” signifies the date when the works as defined in each subcontract are substantially complete;

“project bank account” is an account set up with a bank or building society which has the requirements listed in subsection (2);

“retention monies” mean a proportion of monies withheld from payments which would otherwise be due under a construction contract, subcontract or any ancillary contract the effect of which is to provide security for the current or future performance by the party carrying out the works;

“subcontract” and “subcontractor” includes sub-subcontracts and sub-subcontractors.

(2) For the purpose of subsection (3) a project bank account shall be established in accordance with the following requirements—

- (a) the account is set up by the contracting authority and the contractor under a construction contract as joint account-holders;
- (b) the monies in the account are held in trust by the contracting authority and contractor as joint trustees;
- (c) the contracting authority is required to deposit in the account all sums becoming due to the beneficiaries and any disputed sums remain in the account until the dispute is resolved and any retention monies remain in the account until they are released to the beneficiaries;
- (d) due payments from the account are made to all beneficiaries simultaneously; and
- (e) the beneficiaries include—
  - (i) the contractor;
  - (ii) all subcontractors where the value of each subcontract is at least 1% of the value (excluding VAT) of the construction contract entered into between the contracting authority and the contractor, and

- (iii) any other subcontractor which has specifically requested that its payments be discharged through the account.
- (3)
  - (a) This subsection has application to construction contracts having a value in excess of £2 million (excluding VAT).
  - (b) Not later than 30 days after entering into a construction contract a contracting authority must ensure that a project bank account is in place.
  - (c) In the event that a contracting authority fails to comply with this subsection the construction contract shall cease to be valid and cannot be enforced by either party.
  - (d) The Secretary of State must provide statutory guidance on the operation of project bank accounts to ensure that such operation is standardised amongst all contracting authorities.
- (4)
  - (a) This subsection applies where retention monies are not protected within a project bank account.
  - (b) The contracting authority must establish a retention deposit account with a bank or building society which fulfils the requirements in paragraphs (a) and (b) in subsection (2).
  - (c) On each occasion that retention monies are withheld the contracting authority must lodge them within the retention deposit account and maintain a record of the names of each subcontractor having contributed to the withheld monies and the amount of the monies contributed by each.
  - (d) Subject to paragraph (e), not later than 30 days after the date of handover of each subcontracted works at least 50% of the withheld retention monies must be released, and not later than the date which is 12 months from the date of handover of each subcontracted works the balance of the retention monies must be released.
  - (e) A contracting authority has a right of recourse to subcontractors' retention monies but such right shall be limited to the subcontractor(s) which is in default of its subcontract in having delivered works which are defective and in breach of the subcontract.

Paragraphs (d) and (e) have equal application where retentions are protected in a project bank account.
  - (f)
    - (i) Non-compliance with this subsection shall mean that any entitlement to withhold retention monies in a construction contract and/or subcontracts is of no effect.
    - (ii) This subsection is without prejudice to the right of any subcontractor to pursue recovery of any outstanding or wrongfully withheld retention monies against its other contracting party.
  - (g) The Secretary of State must provide statutory guidance on the operation of retention deposit accounts to ensure such operation is standardized amongst all contracting authorities.
- (5) Any dispute under this section may be referable to adjudication in accordance with section 108 of the Housing Grants, Construction and Regeneration Act 1996.



- (6) The Secretary of State must carry out a review of the operation of this section within 5 years of it coming into force.”

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Alex Norris  
Lisa Nandy  
Florence Eshalomi  
Chris Evans

**Negatived on division NC18**

To move the following Clause—

**“Procurement and human rights**

- (1) A contracting authority may apply a policy under which it does not contract for the supply of goods, services or works from a foreign country or territory based on the conduct of that foreign country or territory relating to human rights, provided that—
- (a) the contracting authority has a Statement of Policy Relating to Human Rights, and
  - (b) that statement of policy is applied consistently and not specifically to any one foreign country or territory.
- (2) Within six months of the passage of this Act, the Secretary of State must publish, and lay before Parliament, guidance on the form, content and application of Statements of Policy Relating to Human Rights for the purposes of subsection (1).
- (3) Contracting authorities must have regard to the guidance published under subsection (2) when applying a policy in accordance with subsection (1).”

*Bill, as amended, to be reported.*

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## Glossary

**Added:** New Clause agreed without a vote and added to the Bill.

**Agreed to:** agreed without a vote.

**Agreed to on division:** agreed following a vote.

**Negatived:** rejected without a vote.

**Negatived on division:** rejected following a vote.

**Not called:** debated in a group of amendments, but not put to a decision.

**Not moved:** not debated or put to a decision.

**Not selected:** not chosen for debate by the Chair.

**Question proposed:** debate underway but not concluded.

**Withdrawn after debate:** moved and debated but then withdrawn, so not put to a decision.

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