
Report Stage: Tuesday 13 June 2023

Procurement Bill [Lords], As Amended (Report Stage Decisions)

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

Jeremy Quin

Added NC15

To move the following Clause—

“Record-keeping

- (1) A contracting authority must keep such records as the authority considers sufficient to explain a material decision made for the purpose of awarding or entering into a public contract.
- (2) For the purposes of subsection (1), a decision is “material” if, under this Act, a contracting authority is required—
 - (a) to publish or provide a notice, document or other information in relation to the decision, or
 - (b) to make the decision.
- (3) A contracting authority must keep records of any communication between the authority and a supplier that is made—
 - (a) in relation to the award or entry into of a public contract, and
 - (b) before the contract is entered into.
- (4) A record under this section must be kept until—
 - (a) the day on which the contracting authority gives notice of a decision not to award the contract (see section 55), or
 - (b) the end of the period of three years beginning with the day on which the contract is entered into or, if the contract is awarded but not entered into, awarded.
- (5) This section does not apply in relation to defence and security contracts.
- (6) This section does not affect any other obligation under any enactment or rule of law by virtue of which a contracting authority must retain documents or keep records, including for a longer period.”

Sir Iain Duncan Smith		Not called NC1
Sarah Champion		
Sir Chris Bryant		
Tim Loughton		
Damian Green		
Mr Marcus Fysh		
Priti Patel	Bob Seely	Sir Bernard Jenkin
Bob Blackman	Mr Alistair Carmichael	Richard Drax
Craig Mackinlay	Mr David Davis	Andrew Lewer
Ms Marie Rimmer	Charlotte Nichols	Jim Shannon
Wera Hobhouse	Caroline Lucas	Henry Smith
Judith Cummins	Sarah Olney	Daisy Cooper
Mr Tobias Ellwood	Simon Fell	Sarah Atherton

To move the following Clause—

“Removal from the procurement supply chain of physical surveillance equipment produced by companies subject to the National Intelligence Law of the People’s Republic of China

- (1) Within six months of the passage of this Act, the Secretary of State must publish a timeline for the removal from the Government’s procurement supply chain of physical surveillance equipment produced by companies subject to the National Intelligence Law of the People’s Republic of China.
- (2) The Secretary of State must lay the timeline before Parliament.”

Sarah Olney	Not called NC9
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To move the following Clause—

“Application of this Act to procurement by NHS England

- (1) Omit sections 79 and 80 of the Health and Care Act 2022.
- (2) For the avoidance of doubt, the provisions of this Act apply to procurement by NHS England.”

Florence Eshalomi	Negatived on division NC10
Angela Rayner	
Claire Hanna	
Olivia Blake	

To move the following Clause—

“Tax transparency

- (1) This section applies to any covered procurement for a public contract with an estimated value of £5 million or over.
- (2) When assessing tenders under section 19 or awarding a contract under section 41 or 43, a contracting authority must require the submission of a tax report where a supplier is a multi-national supplier.
- (3) Where a multi-national supplier fails to submit a tax report, a contracting authority must exclude the supplier from participating in, or progressing as part of, the competitive tendering procedure.

- (4) Subject to subsection (5), a contracting authority that enters into a contract with a multi-national supplier must publish a copy of the tax report—
 - (a) if the contract is a light touch contract, before the end of the period of 120 days beginning with the day on which the contract is entered into;
 - (b) otherwise, before the end of the period of 30 days beginning with the day on which the contract is entered into.
- (5) Where a copy of a contract is by virtue of regulations under section 95 published under section 53(3) on a specified online system, the tax report relating to that contract must be published on the same specified online system—
 - (a) if the contract is a light touch contract, before the end of the period of 120 days beginning with the day on which the contract is entered into;
 - (b) otherwise, before the end of the period of 30 days beginning with the day on which the contract is entered into.
- (6) A ‘multi-national supplier’ is a supplier with two or more enterprises that are resident for tax purposes in two or more different jurisdictions.
- (7) A ‘tax report’ means a report setting out—
 - (a) the income booked in the UK,
 - (b) the profit before tax attributable to the UK,
 - (c) the corporate income tax paid on a cash basis in the UK,
 - (d) the corporate income tax accrued on profit/loss attributable to the UK, and
 - (e) any other information specified in regulations under section 95 for the multinational supplier.
- (8) A Minister of the Crown may by regulations amend this section for the purpose of changing the financial threshold.”

Florence Eshalomi
Angela Rayner
Claire Hanna

Not called NC11

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 demonstrate that they have considered whether outsourcing or re-contracting provides greater public value than direct service provision.
- (2) As part of the duty in subsection (1), the contracting authority should demonstrate that it has 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, 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 and environmental 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."

Debbie Abrahams
John McDonnell
John Spellar
Kim Johnson
Mike Amesbury

Not called NC12

To move the following Clause—

"Protection of subcontractors' payments under construction contracts

- (1) A project bank account must be established for the purpose of subsections (2) to (4) in accordance with the following requirements—
- (a) the account must be 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 must deposit in the account all sums becoming due to the beneficiaries and any disputed sums must 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 must be 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.
- (2) Subsections (3) and (4) have application to construction contracts having a value in excess of £2 million (excluding VAT).
- (3) Not later than 30 days after entering into a construction contract a contracting authority must ensure that a project bank account is in place.
- (4) In the event that a contracting authority fails to comply with this subsection the construction contract ceases to be valid and may not be enforced by either party.
- (5) 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.
- (6) Subsections (7) to (10) apply where retention monies are not protected within a project bank account.
- (7) The contracting authority must establish a retention deposit account with a bank or building society which fulfills the requirements of subsection (1)(a) and (b).
- (8) 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.
- (9) Subject to subsection (10), 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.
- (10) A contracting authority has a right of recourse to subcontractors' retention monies but such right is limited to any subcontractor which is in default of its subcontract in having delivered works which are defective and in breach of the subcontract.
- (11) Paragraphs (9) and (10) also apply where retention monies are protected in a project bank account.
- (12) Non-compliance with subsections (6) to (11) renders any entitlement to withhold retention monies in a construction contract or subcontracts of no effect.
- (13) Subsections (6) to (12) do not affect the right of any subcontractor to pursue recovery of any outstanding or wrongfully withheld retention monies against its other contracting party.
- (14) 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.

- (15) Any dispute under this section is referable to adjudication in accordance with section 108 of the Housing Grants, Construction and Regeneration Act 1996.
- (16) The Secretary of State must carry out a review of the operation of this section within 5 years of it coming into force.
- (17) 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.”

Bob Seely
Sir Iain Duncan Smith
Henry Smith

Not called NC13

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.”

Florence Eshalomi
Angela Rayner
Claire Hanna
Olivia Blake

Not called NC14

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).”

Bob Seely
Sir Iain Duncan Smith
Henry Smith
Claire Hanna

Not called NC16

To move the following Clause—

“Eradicating slavery and human trafficking in supply chains

- (1) The Secretary of State must by regulations make such provision as the Secretary of State thinks appropriate with a view to eradicating the use in covered procurement of goods or services that are tainted by slavery and human trafficking.
- (2) The regulations may, in particular, include—
 - (a) provision as to circumstances in which a supplier is excluded from consideration for the award of a contract;
 - (b) provision as to steps that must be taken by contracting authorities for assessing and addressing the risk of slavery and human trafficking taking place in relation to people involved in procurement supply chains;
 - (c) provision as to matters for which provision must be made in contracts for goods or services entered into by contracting authorities, including mandating or enabling the use of forensic supply chain tracing.
- (3) In this section—

“forensic supply chain tracing” is the process of using forensic techniques to track the movement of goods and services through a supply chain; “slavery and human trafficking” has the meaning given by section 54(12) of the Modern Slavery Act 2015; “tainted”: goods or services are “tainted” by slavery and human trafficking if slavery and human trafficking takes place in relation to anyone involved in the supply chain for providing those goods or services.”

Caroline Lucas
Zarah Sultana
Olivia Blake

Not called NC17

To move the following Clause—

“Food procurement

- (1) A public contract which includes the supply of food must include provisions ensuring that the supply of food under that contract—
 - (a) is aligned with the Eatwell Guide, and
 - (b) includes options suitable for a plant-based diet.
- (2) The “Eatwell Guide” is the policy tool used to define government recommendations on eating healthily and achieving a balanced diet published by Public Health England on 17 March 2016, as updated from time to time.”

Sarah Olney

Not called 14

Clause 2, page 2, line 15, after “funds,” insert “including the NHS,”

Jeremy Quin

Agreed to 19

Clause 2, page 2, line 17, leave out “subsection” and insert “subsections (8A) and”

Jeremy Quin

Agreed to 20

Clause 2, page 3, line 12, at end insert—

“(8A) In this Act, a reference to a public authority includes a reference to the Common Council of the City of London.”

Caroline Lucas **Not called** 60
Nadia Whittome
Zarah Sultana
Claire Hanna
Olivia Blake

Clause 13, page 10, line 11, at end insert—

“(3A) When the Minister lays the statement before Parliament, the Minister must also lay before Parliament a report which sets out—

- (a) the Secretary of State’s assessment of the impact of the statement on meeting environmental and climate targets,
- (b) the steps the Secretary of State has taken or intends to take in relation to procurement to support the meeting of those targets.”

Richard Burgon **Not called** 4
Claire Hanna
Olivia Blake

Clause 19, page 13, line 31, 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;”

Richard Burgon **Not called** 5

Clause 41, page 28, line 26, 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.”

<hr/> <p>Sarah Olney</p> <p>Clause 42, page 29, line 14, at end insert—</p> <p>“(3A) Provision under subsection (1) must not confer any preferential treatment on suppliers connected to or recommended by members of the House of Commons or members of the House of Lords.”</p>	<p>Not called</p>	<p>1</p>
<hr/>		
<hr/> <p>Jeremy Quin</p> <p>Clause 43, page 29, line 29, leave out “19” and insert “19(3)(a), (b) or (c)”</p>	<p>Agreed to</p>	<p>21</p>
<hr/> <p>Jeremy Quin</p> <p>Clause 43, page 29, line 34, leave out paragraph (c)</p>	<p>Agreed to</p>	<p>22</p>
<hr/> <p>Jeremy Quin</p> <p>Clause 43, page 29, line 37, after “notice” insert “or associated tender documents”</p>	<p>Agreed to</p>	<p>23</p>
<hr/> <p>Richard Burgon</p> <p>Clause 43, page 30, line 3, at end insert—</p> <p>“(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.”</p>	<p>Not called</p>	<p>6</p>
<hr/>		
<hr/> <p>Angela Rayner Florence Eshalomi</p> <p>Clause 44, page 30, line 16, at end insert—</p> <p>“(4) Any Minister of the Crown, Member of Parliament, Member of the House of Lords or senior civil servant involved in recommending a supplier for a contract under section 41 or 43 must make a public declaration to the</p>	<p>Negated on division</p>	<p>2</p>

Cabinet Office of any private financial interest in that supplier within 10 working days.”

<p>Richard Burgon</p> <p>Clause 45, page 31, line 6, at end insert—</p> <p style="padding-left: 40px;">“(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.”</p>	<p>Not called</p>	<p>7</p>
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<p>Jeremy Quin</p> <p>Clause 52, page 35, line 17, leave out “and publish”</p>	<p>Agreed to</p>	<p>24</p>
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<p>Jeremy Quin</p> <p>Clause 52, page 35, line 21, at end insert—</p> <p style="padding-left: 40px;">“(2A) A contracting authority must publish any key performance indicators set under subsection (1).”</p>	<p>Agreed to</p>	<p>25</p>
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<p>Jeremy Quin</p> <p>Clause 57, page 40, line 8, after “are” insert “continuing or”</p>	<p>Agreed to</p>	<p>26</p>
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<p>Jeremy Quin</p> <p>Clause 57, page 40, line 16, after “are” insert “continuing or”</p>	<p>Agreed to</p>	<p>27</p>
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<p>Jeremy Quin Alicia Kearns</p> <p>Clause 57, page 40, line 18, at end insert—</p>	<p>Agreed to</p>	<p>28</p>
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“(2A) If a supplier is an excluded supplier on the basis of the supplier or an associated person being on the debarment list only by virtue of paragraph 34A of Schedule 6 (threat to national security), the supplier is to be treated as an excluded supplier only in relation to public contracts of a kind described in the relevant entry.”

<hr/>		
Jeremy Quin		Agreed to 29
Clause 58, page 40, line 28, after “are” insert “continuing or”		
<hr/>		
Jeremy Quin		Agreed to 30
Clause 58, page 40, line 35, after “circumstances” insert “continuing or”		
<hr/>		
Dame Margaret Hodge		Not called 61
Ian Blackford		
Mr John Baron		
Daisy Cooper		
Nigel Mills		
Ms Harriet Harman		
Charlotte Nichols	Mr Ben Bradshaw	Peter Dowd
Nick Smith	Alison Thewliss	Darren Jones
Siobhain McDonagh	Sarah Champion	Liam Byrne
Valerie Vaz	Caroline Lucas	
Clause 58, page 40, line 38, leave out paragraph (c)		
<hr/>		
Dame Margaret Hodge		Not called 62
Ian Blackford		
Mr John Baron		
Daisy Cooper		
Nigel Mills		
Ms Harriet Harman		
Charlotte Nichols	Mr Ben Bradshaw	Peter Dowd
Nick Smith	Alison Thewliss	Darren Jones
Siobhain McDonagh	Sarah Champion	Liam Byrne
Valerie Vaz	Caroline Lucas	
Clause 58, page 40, line 41, leave out paragraph (e)		

Dame Margaret Hodge **Not called** 63
 Ian Blackford
 Mr John Baron
 Daisy Cooper
 Nigel Mills
 Ms Harriet Harman
 Charlotte Nichols
 Nick Smith
 Siobhain McDonagh
 Valerie Vaz

Mr Ben Bradshaw
 Alison Thewliss
 Sarah Champion
 Caroline Lucas

Peter Dowd
 Darren Jones
 Liam Byrne

Clause 58, page 41, line 8, leave out subsection (3)

Jeremy Quin **Agreed to** 31

Clause 59, page 41, line 31, leave out “on the basis” and insert “—
 (i) under section 57(1)(a) or (2)(a) by virtue”

Jeremy Quin **Agreed to** 32
 Alicia Kearns

Clause 59, page 41, line 31, at end insert “, or
 (ii) on the basis of being on the debarment list by virtue of
 paragraph 34A of Schedule 6 (threat to national
 security).”

Jeremy Quin **Agreed to** 33

Clause 60, page 42, line 18, after “may” insert “, for the purpose of considering whether
 an entry could be added to the debarment list in respect of a supplier,”

Jeremy Quin **Agreed to** 34
 Alicia Kearns

Clause 60, page 42, line 21, at end insert—
 “(1A) A Minister of the Crown must—
 (a) have regard to the fact that contracting authorities may be
 unknowingly awarding public contracts to suppliers that—
 (i) could be excludable suppliers by virtue of paragraph 14
 of Schedule 7 (threat to national security), or

- (ii) are sub-contracting to suppliers that could be excludable suppliers by virtue of that paragraph, and
- (b) in light of that fact, keep under review whether particular suppliers or sub-contractors should be investigated under this section."

Jeremy Quin

Agreed to 35

Clause 60, page 42, line 22, leave out subsection (2)

Jeremy Quin
Alicia Kearns

Agreed to 36

Clause 61, page 43, line 27, leave out from "out" to end of line 36 and insert "whether the Minister is satisfied that the supplier is, by virtue of a relevant exclusion ground, an excluded or excludable supplier, and if the Minister is so satisfied—

- (a) in respect of each applicable relevant exclusion ground—
 - (i) whether it is a mandatory or discretionary ground,
 - (ii) the date on which the Minister expects the ground to cease to apply (see paragraph 43 of Schedule 6 and paragraph 16 of Schedule 7), and
 - (iii) whether the Minister intends to make an entry to the debarment list,
 - (b) in respect of the exclusion ground in paragraph 34A of Schedule 6 (if applicable), the description of contracts in relation to which the Minister—
 - (i) is satisfied the ground applies, and
 - (ii) intends to refer to in a relevant entry in the debarment list, and"
-

Jeremy Quin
Alicia Kearns

Agreed to 37

Clause 62, page 44, line 21, leave out from "must" to end of line 29 and insert "include the relevant debarment information.

- (3A) In this section, the "relevant debarment information" means—
 - (a) the exclusion ground to which the entry relates;
 - (b) whether the exclusion ground is mandatory or discretionary;

- (c) in the case of an entry made on the basis of paragraph 34A of Schedule 6 (threat to national security), a description of the contracts in relation to which the supplier is to be an excluded supplier;
- (d) the date on which the Minister expects the exclusion ground to cease to apply (see paragraph 43 of Schedule 6 and paragraph 15 of Schedule 7)."

Jeremy Quin **Agreed to** **38**
 Clause 62, page 44, line 33, leave out "section 64" and insert "sections 63 to 65"

Jeremy Quin **Agreed to** **39**
 Alicia Kearns
 Clause 62, page 45, line 3, leave out "at any time" and insert—
 "(ba) in the case of an entry added on the basis of paragraph 34A of Schedule 6 (threat to national security), may revise an entry to remove a description of contracts,"

Jeremy Quin **Agreed to** **40**
 Alicia Kearns
 Clause 62, page 45, line 4, leave out "(3)(b)" and insert "(3A)(d)"

Jeremy Quin **Agreed to** **41**
 Alicia Kearns
 Clause 62, page 45, line 5, leave out "an entry from the debarment list" and insert "or revises an entry"

Jeremy Quin **Agreed to** **42**
 Alicia Kearns
 Clause 62, page 45, line 9, leave out "from the debarment list"

Jeremy Quin **Agreed to** **43**
 Clause 62, page 45, line 11, at end insert ", and
 (b) in the case of an entry added on the basis of paragraph 34A of Schedule 6 (threat to national security), revise the entry to remove a description of contracts if the Minister is satisfied the exclusion ground in that paragraph does not apply in relation to contracts of that description."

Jeremy Quin **Agreed to** 44
Alicia Kearns

Clause 62, page 45, line 17, leave out “an entry from the debarment list” and insert “or revising an entry”

Jeremy Quin **Agreed to** 45
Alicia Kearns

Clause 64, page 46, line 6, leave out from “for” to end of line 10 and insert “the removal or revision of an entry made on the debarment list in respect of the supplier.”

Jeremy Quin **Agreed to** 46

Clause 64, page 46, line 20, at end insert—

- “(3) After considering an application under subsection (1), the Minister must—
- (a) notify the supplier of the Minister’s decision, and
 - (b) give reasons for the decision.”
-

Jeremy Quin **Agreed to** 47
Alicia Kearns

Clause 65, page 46, line 24, at end insert—

- “(aa) to indicate contracts of a particular description as part of an entry made in respect of the supplier on the basis of paragraph 34A of Schedule 6 (threat to national security),”
-

Jeremy Quin **Agreed to** 48
Alicia Kearns

Clause 65, page 46, line 26, leave out “(3)(b)” and insert “(3A)(d)”

Jeremy Quin **Agreed to** 49
Alicia Kearns

Clause 65, page 46, line 27, leave out from “remove” to “following” on line 28 and insert “or revise an entry made in respect of the supplier”

Jeremy Quin **Agreed to** 50
Alicia Kearns

Clause 65, page 46, line 38, after "(1)(a)" insert "or (aa)"

Florence Eshalomi **Not called** 17
Angela Rayner

Clause 68, page 49, line 15, at end insert—

- "(10A) Within a year 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."
-

John Penrose **Not called** 68
Sir Geoffrey Clifton-Brown
Dame Meg Hillier

Clause 71, page 51, line 11, at end insert—

- "(6A) When a planned procurement notice is published under section 15 or a tender notice is published under section 21, the contracting authority must include a statement of the outcomes which the contract is intended to achieve.
- (6B) The contracting authority must commission an independent evaluation of whether each contract delivered the outcomes mentioned in subsection (6A), unless the contract is excluded by regulations under subsection (6D).
- (6C) An evaluation under subsection (6B) must—
- (a) be performed by an independent body in accordance with UK Government Evaluation Standards, and include a clear recommendation on whether similar further public contracts should be begun, renewed or extended;
 - (b) be commissioned in time to be completed within six months of contract termination, renewal or extension;
 - (c) be published in full by the contracting authority immediately it is received from the independent external body.

- (6D) The Secretary of State may by regulations specify types of contracts that do not require independent evaluations under subsection (6B).
- (6E) Where the independent evaluation under subsection (6B) recommends that similar public contracts should not be begun, extended or renewed, any contracting authority which nonetheless intends to do so must publish its reasons not less than 30 days before the agreement is begun, extended or renewed."
-

Jeremy Quin
Alicia Kearns

Agreed to 51

Clause 79, page 56, line 26, at end insert—

- "(1A) A relevant contracting authority may not terminate a contract by reference to the implied term in section 78 on the basis of the mandatory exclusion ground in paragraph 34A of Schedule 6 (threat to national security) unless the authority has notified a Minister of the Crown of its intention."
-

Jeremy Quin

Agreed to 52

Clause 97, page 66, line 31, leave out subsection (3)

Jeremy Quin

Agreed to 53

Clause 110, page 74, line 4, at end insert—

- "(4A) Subsection (1) does not apply in relation to a power under sections 59 to 66 (debarment)."
-

Jeremy Quin **Agreed to** 54

Clause 111, page 74, line 36, at end insert—

“(5) Subsection (1) does not apply in relation to a power under sections 59 to 66 (debarment).”

Jeremy Quin **Agreed to** 55

Clause 112, page 75, line 19, at end insert—

“(za) sections 59 to 66 (debarment);”

Sarah Olney **Not called** 13

Page 78, line 12, leave out clause 119.

Richard Burgon **Not called** 8

Clause 122, page 82, line 5, 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);”

Jeremy Quin **Agreed to** 56

Schedule 2, page 96, line 43, at end insert—

“Commercial contracts of the City of London

- 38 A contract for the supply of goods, services or works to the Common Council of the City of London other than for the purposes of its functions as a local authority, police authority or port health authority.”

Dame Margaret Hodge			Not called	64
Ian Blackford				
Mr John Baron				
Daisy Cooper				
Nigel Mills				
Ms Harriet Harman				
Charlotte Nichols	Mr Ben Bradshaw	Peter Dowd		
Nick Smith	Alison Thewliss	Darren Jones		
Siobhain McDonagh	Sarah Champion	Liam Byrne		
Valerie Vaz	Caroline Lucas	Claire Hanna		
Olivia Blake				

Schedule 6, page 106, line 7, at end insert “or an offence under section 86, 88 or 92 of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.”

Dame Margaret Hodge			Not called	65
Ian Blackford				
Mr John Baron				
Daisy Cooper				
Nigel Mills				
Ms Harriet Harman				
Charlotte Nichols	Mr Ben Bradshaw	Peter Dowd		
Nick Smith	Alison Thewliss	Darren Jones		
Siobhain McDonagh	Sarah Champion	Liam Byrne		
Valerie Vaz	Caroline Lucas	Olivia Blake		

Schedule 6, page 106, line 12, leave out “or 6” and insert “, 6 or 7”

Dame Margaret Hodge			Not called	66
Ian Blackford				
Mr John Baron				
Daisy Cooper				
Nigel Mills				
Ms Harriet Harman				
Charlotte Nichols	Mr Ben Bradshaw	Peter Dowd		
Nick Smith	Alison Thewliss	Darren Jones		
Siobhain McDonagh	Sarah Champion	Liam Byrne		
Valerie Vaz	Caroline Lucas	Olivia Blake		

Schedule 6, page 106, line 14, at end insert—

“18A An offence under Schedule 3 of the Anti-Terrorism, Crime and Security Act 2001 (sanctions evasion offences).”

Jeremy Quin
Alicia Kearns

Agreed to 57

Schedule 6, page 107, line 36, at end insert—

National security

34A(1) A mandatory exclusion ground applies to a supplier in relation to contracts of a particular description if an appropriate authority determines that the supplier or a connected person—

- (a) poses a threat to the national security of the United Kingdom, and
- (b) would pose such a threat in relation to public contracts of that description.

(2) In sub-paragraph (1)—

- (a) the reference to an appropriate authority is a reference to the appropriate authority that is considering whether the exclusion ground applies;
- (b) the reference to a particular description includes, for example, a description by reference to—
 - (i) the goods, services or works being supplied;
 - (ii) the location of the supply;
 - (iii) the contracting authority concerned.

(3) Sub-paragraph (1) applies only for the purpose of an appropriate authority's functions under sections 59 to 66 (debarment), and cannot otherwise be relied on by a contracting authority when considering whether a supplier is an excluded supplier under section 57(1)(a)."

Florence Eshalomi
Angela Rayner

Not called 15

Schedule 6, page 110, line 12, 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."

Jeremy Quin
Alicia Kearns

Agreed to 58

Schedule 6, page 111, line 6, at end insert—

"(d) paragraph 34A (threat to national security)."

Florence Eshalomi
Angela Rayner
Olivia Blake

Negated on division 18

Schedule 7, page 113, line 2, at end insert—

“1A A discretionary exclusion ground applies to a supplier if a contracting authority determines that a supplier, within a year 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 with one or more aggravating features, or has admitted to doing so; and
- (b) has not conformed with applicable obligations in the fields of environmental, social and labour law established by national law, collective agreements or international environmental, social and labour law provisions; and
- (c) has not taken steps to rectify the situation through—
 - (i) paying or undertaking to pay compensation in respect of any damage caused by the breach of rights; and
 - (ii) clarifying the facts and circumstances in a comprehensive manner by actively collaborating with any relevant employment tribunal or court process and the parties thereto; and
 - (iii) taking concrete technical, organisational and personnel measures appropriate to prevent further breaches of rights of a similar kind.

1B In making a decision on whether a discretionary exclusion ground applies to a supplier under paragraph 1A, a contracting authority must—

- (a) evaluate the adequacy of any action taken by the supplier in accordance with sub-paragraph (c) of that paragraph, taking into account the gravity and particular circumstances of the breach or breaches of rights, and
- (b) make reasonable provision for the employer and the employee or worker concerned to make representations, which may be made by agreement by a trade association or trade union.”

Dame Margaret Hodge
Ian Blackford
Mr John Baron
Daisy Cooper
Nigel Mills
Ms Harriet Harman
Charlotte Nichols
Nick Smith
Siobhain McDonagh
Valerie Vaz
Mary Robinson

Mr Ben Bradshaw
Alison Thewliss
Sarah Champion
Caroline Lucas
Olivia Blake

Peter Dowd
Darren Jones
Liam Byrne
Claire Hanna

Not called 67

Schedule 7, page 113, line 17, at end insert—

“Financial and economic misconduct

- 3A A discretionary exclusion ground applies to a supplier if the decision-maker considers that there is sufficient evidence that the supplier or a connected person has engaged in conduct (whether in or outside the United Kingdom) constituting (or that would, if it occurred in the United Kingdom, constitute) any of the following offences—
- (a) an offence under section 327, 328 or 329 of the Proceeds of Crime Act 2002 (money laundering offences);
 - (b) an offence under section 86, 88 or 92 of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017;
 - (c) an offence under Schedule 3 to the Anti-terrorism, Crime and Security Act 2001 (sanctions evasion offences);
 - (d) an offence under section 2, 3, 4, 6 or 7 of the Fraud Act 2006 (fraud offences);
 - (e) an offence under section 993 of the Companies Act 2006 (fraudulent trading);
 - (f) an offence under section 1, 2, 6 or 7 of the Bribery Act 2010 (bribery offences).”

Florence Eshalomi
Angela Rayner

Not called 16

Schedule 7, page 116, line 6, at end insert—

“Sanctions offences

- 14A(1) A discretionary exclusion ground applies to a supplier if the decision-maker considers that the supplier or a connected person has engaged in conduct constituting—
- (a) An offence established in any regulations made under Part 1 of the Sanctions and Anti-Money Laundering Act 2018;
 - (b) An offence established under Part 5 of the Customs and Excise Management Act 1979.
- (2) A discretionary exclusion ground applies to a supplier if the decision-maker considers that there is sufficient evidence that the supplier or a connected person has engaged in conduct outside of the United Kingdom that could result in such an offence being committed if that conduct occurred in the United Kingdom.”

Ms Marie Rimmer		Negatived on division	3
Sarah Champion			
Dr Philippa Whitford			
Charlotte Nichols			
Damian Green			
Wera Hobhouse			
Sir Stephen Timms	Caroline Lucas	Sir George Howarth	
Patrick Grady	Judith Cummins	Sir Iain Duncan Smith	
Fiona Bruce	Andrew Lewer	Bob Blackman	
Sir Peter Bottomley	Carol Monaghan	John McDonnell	
Peter Dowd	Sammy Wilson	Debbie Abrahams	

Schedule 7, page 116, line 10, at end insert—

“Involvement in forced organ harvesting

14A(1) A discretionary exclusion ground applies to a supplier if a decision-maker determines that the supplier or a connected person has been, or is, involved in—

- (a) forced organ harvesting,
 - (b) unethical activities relating to human tissue, including anything which involves the commission of an offence under sections 32 (prohibition of commercial dealings in human material for transplantation), 32A (offences under section 32 committed outside UK) or 33 (restriction on transplants involving a live donor) of the Human Tissue Act 2004, or under sections 20 (prohibition of commercial dealings in parts of a human body for transplantation) or 20A (offences under section 20 committed outside UK) of the Human Tissue (Scotland) Act 2006, or
 - (c) dealing in any device or equipment or services relating to conduct mentioned in paragraphs (a) or (b).
- (2) “Forced organ harvesting” means killing a person without their consent so that their organs may be removed and transplanted into another person.”

Jeremy Quin	Agreed to	59
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Schedule 10, page 121, line 27, leave out “subsection (4) or (5)” and insert “this section”

Bill read the third time, and passed with amendments.

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.

Negated: rejected without a vote.

Negated 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.

Question proposed: debate underway but not concluded.

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

Not selected: not chosen for debate by the Speaker.
