



## **Contract Standing Orders**

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## **1.0 Introduction**

1.1 These Contract Standing Orders (CSOs) outline the policy and procedures for the procurement and contract management activities linked to revenue spend across St Leger Homes of Doncaster Limited (“the company”) that includes ordering for the purchase, commissioning, hire, rental of goods, services, works and on behalf of the Company. All capital spend must be conducted in accordance with the Council’s Contract Procedure Rules (CPRs).

1.2 Compliance with the CSOs ensures that:

- All suppliers are treated fairly and equally, and that all procurement takes place in an open and transparent way, encouraging competition.
- The rules and procedures governing procurement and contract management are set out clearly for officers and third parties buying or commissioning on behalf of the company, and suppliers and other interested stakeholders.
- All elements of procurement and contract management are governed to ensure sound, robust practices.
- The company complies with Public Contract Regulations 2015 (PCR2015), the Procurement Act 2023 (PA2023), the Health Care Services (Provider Selection Regime) Regulations 2023 and any other legislation governing public sector procurement.
- The company can defend against allegations of incorrect or fraudulent procurement practice, should the need arise.

1.3 The company has a duty to make the best use of its assets and finances on behalf of the residents and businesses of Doncaster. It is important that goods, services and works, be procured and managed in a way that offers value for money, delivers public benefits and is carefully regulated, lawful, and ensures transparency and accountability.

1.4 It also should be noted that these CSO’s should be read in conjunction with the Company’s Financial Regulations and related procurement and contract management policies and strategies in order for officers to discharge their responsibilities accordingly.

## **2.0 Basic Principles of Procurement**

2.1 All procurement and contract management activities must:

- Support the company’s objectives as set out in the ‘Business Plan’.
- Deliver value for money.
- Ensure fairness and transparency in awarding public contracts.
- Comply with all appropriate legal requirements.
- Ensure that all contracting risks are appropriately assessed and managed.
- Encourage and promote the participation of Doncaster businesses in company contracts.
- Maximise public benefit whilst delivering sustainability and social value.

2.2 Procurement procedures - once the need for goods, services or works has been identified, officers are required to: -

- a. Investigate whether the company has an in-house supplier which can fully meet the requirements, if this is not possible.

- b. Investigate whether there is a companywide contract or other arrangement already in place, if this is not possible.
- c. Use a compliant third-party framework or conduct a company procurement process ensuring the best route to market is obtained.

### **3.0 Service Level Agreements (SLA)**

- 3.1 SLA arrangements with the Council are exempt and not captured by the CSOs. The Business Performance and Assurance Team manage these agreements.

### **4.0 Compliance and Conduct**

- 4.1 These CSOs must be adhered to by:
  - All permanent and temporary staff.
  - External consultants.
  - Board members and tenant representatives.
  - Any other party that may be responsible for awarding, managing and monitoring contracts on behalf of the company.
- 4.2 The highest standards of probity are required of all those involved in the procurement, award and management of the company's contracts.
- 4.3 Any **failure to comply** with any of the provisions of these CSOs, the Financial Regulations or Public Procurement legal requirements **may result in disciplinary action** and may in some instances/cases constitute a criminal offence.
- 4.4 The CSOs are a minimum standard and a more prescriptive procurement regime must be followed where this is required by Law or by a funder.
- 4.5 Measures should be taken to effectively prevent, identify and remedy conflicts of interest arising through procurement activity to avoid any distortion of competition and to ensure equal treatment of all suppliers.
- 4.6 All Officers have a duty to report breaches of the CSOs to the Head of Procurement.

### **5.0 Procurement Pipeline and Contracts Register**

- 5.1 Senior Management Team must consult with the SPT as soon as the need for a procurement exercise becomes apparent so this information can be registered on the procurement plan.
- 5.2 As a minimum SLHD will publish a Pipeline Notice (in accordance with the PA2023) detailing the contracts above £2m, that is expected to be procured in the next 12 months. SLHD will publish all known upcoming procurements above £25k that will be procured in the next 18 months.
- 5.3 SPT will maintain and update the Company's Contracts Register and publish this in accordance with the requirements specified in the Local Government Transparency Code.

5.4 Officers must ensure that they notify SPT of all contract awards above £5k, extensions, materially varied or terminated (only contracts classified as covered procurements need a termination notice).

## **6.0 Budget Availability**

6.1 No procurement activity can take place without written confirmation that a budget or other financial resources are available which has been previously approved by the Board or Executive Management Team.

## **7.0 Estimating Contract Value**

7.1 When contracting for goods, services or works, an assessment of the whole life value of the contract(s) or framework agreement must be undertaken including extensions and variants.

7.2 Contracts must be valued in accordance with the relevant legislation.

7.3 Calculating the total contract value should include:

- Be estimated by reference to the gross value of the contract (including installation, provider maintenance, options, and any income gained by all providers involved in the agreement)
- Assess the gross value of a framework agreement to be the reasonably estimated value of all contracts which may be awarded through it;
- Where the contract includes a fixed duration, cover the entire possible duration of the contract (i.e., including any options, such as extension periods or exit costs)
- Where the maximum contract duration is not certain, treat the contract as if it lasts 4 years.
- Include any Grant Funding.

7.4 If the project can be demonstrated as truly, innovative and an estimate cannot be established, approval to proceed must be obtained from the Executive Management Team before commencing a procurement process.

7.5 The company shall make the best use of its purchasing power by aggregating purchases wherever possible.

7.6 Contracts must not be disaggregated in an attempt to avoid the application of these CSOs, this may also result in a breach of regulations.

7.7 For concession contracts, the value of the contract shall be the estimated total turnover of the concession expected to be generated over the duration of the contract, in consideration for the goods, services or works that are the object of the contract. If the concession exceeds **£5,193,000 inc. VAT (£4,327,500 exc. VAT)** it is subject to legislative requirements.

## **8.0 General Data Protection Regulation (GDPR)**

- 8.1 Where any Supplier is to be given possession of or access to any personal data, the officer must comply with GDPR and the Company's Data Protection obligations.
- 8.2 The Officer must follow the company's Information Security and Data Protection Policies, in particular regarding contracting with data processors and sharing data and carry out a Data Protection Impact Assessment (DPIA) in consultation with the Information Governance Team. The Officer must ensure that:
- A DPIA is completed.
  - The Provider is verified as suitable to be trusted with the personal data before allowing access to the data;
  - Appropriate guarantees of the security of the personal data are included within a written contract;
  - The performance of the contract is appropriately monitored;
  - Appropriate steps are taken to enforce the contract where the information security guarantees are not being met;
  - Appropriate steps are taken to minimise as far as possible the impact of a breach of data security.
  - Arrangements that appropriately deal with the transfer, return or deletion of the information at the end of the contract are established.
  - All contracts that involve the processing or sharing of personal data must be documented in the contract itself and reported to the Information Governance Team, who will keep a log of these contracts.

## **9.0 Contract Award**

- 9.1 These CSOs should be read in conjunction with the decision-making provisions and authorisation limits set out in the **Company's Financial Regulations**.
- 9.2 Contracts valued under the public procurement threshold can be signed by a member of the Executive Management Team or Heads of Service, whereas contracts valued above threshold must be signed by a member of the Executive Management Team.
- 9.3 All contract awards above £5,000 must be recorded on the SLHD Contracts Register. A Contract Award Notice must be completed.
- 9.4 Where a contract is above £25,000 all required notices must be published as per the Procurement Act 2023.
- 9.5 A contract is a legally binding agreement required for all supplies, services or works entered into by a representative of the company. A contract can be formed through verbal, written means or via the exchange of monies.

## **10.0 Relevant Contracts**

- 10.1 All relevant contracts **must** comply with these CSOs.
- 10.2 A relevant contract is any arrangement made by, or on behalf of, the company for the purchase or hire of goods, services or works.

This includes arrangements for-

- The undertaking of works.
- The supply or disposal of goods.
- The hire, rental or leasing of goods and equipment.
- The delivery of services.
- Consultancy services.
- Concession or income generating contracts.
- Land and property transactions relating to developing agreements.

10.3 Relevant contracts **do not** include:

- Employment contracts (permanent, interim or casual). For the avoidance of doubt, the appointment of recruitment agencies is subject to these CSOs.
- Contracts relating to disposal or acquisition of an interest in land (except those involving development agreements).
- Certain financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments.
- The employment of Barristers (for court related work) - Barristers engaged to represent the company must be appointed by a member of the Executive Management Team.
- Legal services contracts and arbitration services contracts provided they fall within the exemptions set out in Schedule 2 of the Procurement Act 2023.

10.4 Letters of Intent will only be issued in very exceptional circumstances following consultation and approval of the Director of Corporate Services.

10.5 The company may enter into nil (cash) value contracts. The CSOs will still apply in this case if a third party will make an economic gain, these contracts may be classified as a concession contract.

10.6 Suppliers undertaking procurement activity on behalf of the company must comply with the CSOs.

10.7 All Health Care Services contracts, as defined in the Health Care Services (Provider Selection Regime) Regulations 2023, must be procured in accordance with this legislation.

## **11.0 Exemptions to the Contract Standing Orders**

11.1 No exemptions can be made to the requirements of competition in terms of the CSOs, unless authorised in the form of a Contract Standing Orders Waiver Report by a member of the Executive Management Team. report

11.2 A 'Register of Exemptions' will be maintained by SPT.

11.3 Any breaches to the CSOs will be reported to the Audit Committee on an annual basis.

## **12.0 Waivers to Contract Standing Orders**

- 12.1 Waivers to the CSOs are permitted in certain circumstances. Requests for waivers shall be made using the CSO Waiver Report Form and must specify the reasons for the request. The reasons could include but are not limited to;
- a) for works, supplies or services which are either patented or of such special character that it is not possible to obtain competitive prices or are only available from one organisation;
  - b) for supplies purchased or sold in a public market or auction;
  - c) for the execution of works or services or the purchase of supplies involving specialist or unique knowledge or skills;
  - d) an organisation which has won a contract for an earlier phase of work via a competitive process and where the work forms part of a serial programme and has previously been identified as such;
  - e) circumstances involving such urgency that it is not reasonably possible to comply with the appropriate CSO requirement such as an emergency situation, but officers must endeavour to obtain value for money where possible;
  - f) for the purchase of a work of art or museum specimen, or to meet the specific requirements of an arts or cultural event which cannot be procured competitively due to the nature of the requirement;
  - g) the use of time-limited grant funding from an external body, where the time limitations will not allow a competitive procurement process to be completed and where the grant conditions allow this; or
  - h) where relevant UK legislation not otherwise referred to in these CSOs prevents the usual procurement process from being followed
- 12.2 Only members of the Executive Management Team have authority to waive the CSO's.
- 12.3 Waivers should be obtained in advance of the procurement action as a waiver cannot be authorised retrospectively unless in emergency circumstances.
- 12.4 Waivers **must not** be used to avoid the requirements of these CSOs to go out to competition, due to lack of time available within the procurement timelines.
- 12.5 Waivers are only allowed up to the value of the relevant UK Threshold Requirements of Public Procurement Law or any other relevant law or external regulatory framework cannot be waived unless in exceptional circumstances and in accordance with Section 41 or 43 of the Procurement Act 2023.
- 12.6 Waivers must demonstrate value for money and clear benefits or advantages to the company.
- 12.7 Waivers must be documented in the correct form, the correct process followed and subsequently approved by a member of the Executive Management Team. This is available on the company's intranet and should be submitted to SPT.
- 12.8 Where waivers are authorised, a formal contract must be signed.

### **13.0 Contracting Route Options**

- 13.1 There are different methodologies to contracting on behalf of the company these are set out below.

## **14.0 Using In House Suppliers (IHS)**

- 14.1 Where an In-House Supplier (IHS) is available, then this supplier must be used.
- 14.2 Where there is no IHS or where the IHS cannot provide the service required due to capacity, other options can be considered.
- 14.3 The company will benchmark IHS to ensure they are achieving value for money. If the outcome is that the company is not receiving value for money then alternative arrangements will be considered, this may include looking to external suppliers for delivery.

## **15.0 Using Companywide Contracts**

- 15.1 Where the company already holds a contract, officers are required to use these.
- 15.2 Details of the current companywide contracts are available on the Contracts Register located on the company's intranet page.
- 15.3 There is no exemption from the use of companywide contracts unless agreed by the Authorised Officer, the decision for this must be kept and produced upon request.

## **16.0 Negotiated Contracts**

- 16.1 Negotiation may be considered when procuring goods, services and works. There are restrictions to negotiation associated with procuring contracts that fall under Public Procurement Legislation.
- 16.2 Negotiation to obtain the best outcomes for the company is encouraged on below £25k contracts where a direct award is permissible.
- 16.3 A member of the Executive Management Team must approve the use of a negotiated process. Verbal negotiation must be undertaken by at least two officers at least one of whom must be independent of the process.
- 16.4 Written negotiation must be subject to evidenced independent process check, calculation and value for money. If the contract value is above threshold these must involve by SPT and be in accordance with the Procurement Act 2023.

## **17.0 Concession Contracts**

- 17.1 Concession contracts for services or works are a contract and the procurement of concessions shall follow the competitive and contracting requirements in these CSOs.
- 17.2 Concession contracts for works or services with a value of £4,447,488 (£5,336,937 Inc. VAT) or more are subject to the Procurement Act 2023 and will be subject to a specific procurement process.

17.3 The value of a concession contract shall be the total turnover generated by the concessionaire over the duration of the contract, net of VAT, in relation to the services or works that are the object of the Concession Contract.

## **18.0 Using Third-Party Framework Agreements**

18.1 Third-party framework agreements let by another public sector body, such as public sector consortia or another company can be used where the company are eligible to call off under the framework agreement.

18.2 SPT must be consulted before using a third-party framework agreement.

## **19.0 Joint Procurement**

19.1 When undertaking a joint procurement arrangement on behalf of the company SPT will ensure the other public bodies that are to be included in that arrangement are listed in the advertisement and contract documents.

19.2 The estimate of the total contract value on the notice must include the potential usage of that joint arrangement by those public bodies listed.

## **20.0 Contracting Rules based on value and type of contract being procured:**

20.1 The below provides instruction for officers on what the minimum requirements are when procuring contracts based on both the value of the contract and the type of contract being procured i.e., goods, services and works including social and specified services.

## **21.0 Direct Award or Informal Quotation: Contracts valued up to £25,000 inclusive**

- Where the estimated value or amount of a proposed contract does not exceed £25,000 then at least **one** verbal quotation should be obtained from suitable suppliers followed up by written confirmation (including email).
- A quotation should be sought from a Doncaster business. Whilst there is, only a requirement for one quotation the authorised officer must consider whether additional quotations are in the company's best interest.
- An internal Contract Award Notice must be completed for all contracts above £5,000 and submitted to SPT to meet the requirements of the regulations and transparency agenda.

**All contracts awarded over £25,000 must have an award notice published on the Find a Tender Service.**

## **22.0 Formal Quotation: Contracts valued £25,000 to £207,720 inc. VAT (£173,100 exc. VAT)**

- Where the estimated value or amount of a proposed contract is over **£25,000** but does not exceed **£207,720 inc. VAT (£173,100 exc. VAT)** at

least **three** written quotations from suitable suppliers. Wherever possible the quotations should be sought from at least **one** Doncaster business.

- All quotations above £25,000 **should** be conducted through the YorTender portal.
- A decision on how to conduct the quotation should be based on the contracting risk. Further guidance and documentation will be provided by SPT.
- A written record of all the quotations and procedures followed must be kept by the service area and made available upon request by SPT.
- An internal Contract Award Notice **must** be completed for all contracts above **£5,000** and submitted to SPT to meet the requirements of the regulations and transparency agenda.
- Social value must form part of the evaluation criteria for all procurements above £100,000 and must be a minimum of 10% of the evaluation score.

**23.0 Formal Tender: Light Touch Services Contracts** (specific social, health, education and other public services as defined in Section 9 PA2023. Schedule 1 Procurement Regulations 2024) valued between **£207,720 inc. VAT (£173,100 exc. VAT) to £663,540 inc. VAT (£552,950 exc. VAT) or;**

**Works Contracts** (as defined in Schedule 3 Procurement Regulations 2024) **£207,720 inc. VAT (£173,100 exc. VAT) to £5,193,000 inc. VAT (£4,327,500 exc. VAT)**

- Where the estimated value or amount of a proposed contract is between **£207,720 inc. VAT (£173,100 exc. VAT) to £663,540 inc. VAT (£552,950 exc. VAT)** for contracts under the Light Touch Services **or £207,720 inc. VAT (£173,100 exc. VAT) to £5,193,000 inc. VAT (£4,327,500 exc. VAT)** for works these are required to be tendered via YorTender (or other approved tendering portal).
- Tenders can be either open or restricted at this level. If tenders are restricted, then a minimum of **three** tenders must be sought and wherever possible one tender sought from a Doncaster Business.
- There is no minimum time limit for contract opportunities to be advertised but sufficient (but not disproportionate) time limits must be applied to allow ample time for tender submissions.
- Tenders at this level **must not** include a pre-qualification or selection stage, or any stage in the process where the authority can assess the suitability of a tenderer to reduce the number of tenderers who will proceed to a later stage of the process.
- Where there is a need to determine whether a supplier meets any prescribed minimum requirements in terms of its financial standing or other relevant matter as part of the evaluation process, this must be done

through due diligence with the top scoring tenderer only.

- All tenders **must** be conducted through the e-Tender portal.
- Social Value must form part of the evaluation criteria for all procurements above **£100,000** and have a **minimum** weighting of **10%**.

**24.0 Public Procurement Tender: All contracts valued over £207,720 inc. VAT (£173,100 exc. VAT) for Goods and Services  
£663,540 inc. VAT (£552,950 exc. VAT) for Contracts under Light Touch Services  
£5,193,000 inc. VAT (£4,327,500 exc. VAT) for Works**

Where the value of the proposed contract exceeds the public procurement threshold, tenders must be conducted in accordance with the Procurement Act 2023.

- SPT **must** be engaged when conducted a public procurement tender.
- Social Value must form part of the evaluation criteria for all procurements above **£100,000** and have a **minimum** weighting of **10%**.
- An internal Contract Award Notice must be completed for all contracts above **£5,000** and submitted to SPT to meet the requirements of the **Local Government Transparency Code**.

**25.0 Trial Purchases**

25.1 A member of the Executive Management Team may approve the trial of supplies, services or works up to a value of £100,000, to ascertain if the supply is of interest to the company, without competition. This approval will be via the CSO Waiver Report Form.

25.2 Where an exemption to competition in CSO's 14.0 does not apply, a full competition, compliant with the CSO's must be conducted following the trial if the member of the Executive Management Team wishes to continue with the type of supply.

25.3 Arrangements must be made to ensure the suppliers involved in the trial has not obtained any advantage through that involvement when compared to alternative suppliers of a similar supply.

**26.0 Supplier Due Diligence**

26.1 Suitable due diligence should be conducted when contracting with suppliers. The due diligence request from the provider must be proportionate to the contract value and risk.

26.2 Due diligence on above threshold procurements (covered) must be conducted in accordance with the PA2023. The debarment list must be checked on above threshold procurements and must exclude (or have discretion to exclude) providers on the debarment list. This must be conducted by SPT.

26.3 A member of EMT must give approval for any notification to the Minister of the Crown, under Section 59 (Notification of exclusion of provider) of the PA2023.

## 27.0 Conflict of Interest

27.1 A conflict of interest arises in a procurement context where there is a conflict between the interests of the person acting in relation to a procurement and those of the procurement itself.

27.2 A conflict of interest can be categorised as follows:

- An **'actual conflict of interest'** exists where there is a conflict of interest **now**.
- A **'potential conflict of interest'** exists where a conflict of interest will arise in **future** if certain circumstances occur.
- A **'perceived conflict of interest'** exists where there are circumstances which the Contracting Authority considers likely to **cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest**.

27.3 Conflict of interest need to be managed effectively to ensure that the public can trust contracting authorities to carry out public procurement responsibly and impartially. It also helps to encourage suppliers to participate in procurements, providing confidence that they will be treated fairly and that there will be genuine competition. When conflicts of interest are not identified and effectively mitigated, there can be far-reaching consequences. It can lead to accusations of fraud, bribery and corruption, legal challenges and the undermining of public confidence in the integrity of public institutions.

27.4 Any member of staff or other person acting on the Company's behalf must declare any potential **Conflict of Interest** as soon as they become aware of it. This must be declared to SPT via a Conflict-of-Interest Form and a decision to allow continued involvement approved with mitigations if necessary or declined by the Head of Procurement and recorded on the contract file.

27.5 Above threshold procurements (covered procurements) conflict of interests must be managed in accordance with the Procurement Act 2023. A Conflicts Assessment must be prepared, reviewed and revised throughout the period of the contract and this must be confirmed publicly.

## 28.0 Submission, Receipt, Opening and Registration of Tenders/Quotes

28.1 Requests for quotations and tenders over £25,000 should be transmitted and received by electronic means using the company's YorTender system or equivalent. This will:

- (a) Evidence and record successful transmissions; and
- (b) Securely store bids to ensure that they are not opened until the deadline for receipt has passed.
- (c) An audit trail that underpins the principles of the CSOs i.e., equal treatment, fairness and transparency.

28.2 The design of the tender/quotation documents must be such that price documentation cannot be changed or substituted following submission of the

tender/quotation.

28.3 No submissions received after the specified date and time for their receipt can be considered by the company unless approved by the Head of Procurement, a record of this decision must be held.

28.4 All tender/quotation documents must be retained in line with the provisions set out at by the company's document retention policy.

## **29.0 Evaluation of Tenders and Quotations**

29.1 The evaluation criteria shall be predetermined and listed in the invitation to tender/quotation documentation in order of importance giving the relative weighting wherever possible. Marking methodologies should also be provided to tenderers so they understand how their tender will be evaluated. Sub-criteria should also be listed. In addition, the criteria shall be strictly observed (and remain unchanged) at all times throughout the award procedure.

29.2 Where a Tender is non-compliant for example because it does not meet the company's specification or other key requirements it will not be eligible for acceptance and should not be marked. The tenderer should be informed that their tender is non-compliant.

29.3 All contracts, except contracts where lowest price was predetermined to be the only criteria, must be awarded on the basis of the offer which represents most advantageous tender (MAT) for the company as determined by the award criteria.

29.4 Procurements should only be abandoned and re-tendered for proper justifiable reasons. It would be a breach of the regulations if a tender process were abandoned on the grounds that a particular tenderer was not the successful tenderer, and such action would leave the company open to legal challenge.

## **30.0 Errors in Tenders/Quotations**

30.1 Errors in tenders/quotations must be dealt with either by asking the tenderer to confirm that they will accept the contract documentation as issued or if not withdraw the tender/quotation from the procurement process. Where a tenderer has made a genuine error, they may be given an opportunity to correct that error through a defined process. Other than where a procurement exercise is, being carried out under the Competitive Dialogue or Negotiated Procedure, where fine-tuning and clarification are permitted, no other adjustment, revision or qualification is permitted.

30.2 Tender/quotation documents must state how errors in tenders/quotations will be dealt with.

30.3 Suppliers making errors regularly should be warned appropriately.

30.4 Where a tender is received, which appears to contain an abnormally low price or costs and the tender would otherwise be the winning bid, prior to acceptance the tenderer must be asked to explain the reasons for the abnormally low sum. The explanation should be considered carefully to establish whether there are

grounds to require or justify discretionary rejection of the tender. Advice should be taken from SPT.

### **31.0 Contract Award**

31.1 A contract shall only be awarded based on the specified tender evaluation criteria.

31.2 Where a tender is evaluated on price only the contract must be awarded to the tenderer submitting the lowest price.

31.3 Where the quotation/tender proposed for acceptance exceeds the estimated budget by more than 10% it shall not be accepted unless a member of the Executive Management Team has received written advice from:

- An authorised officer, explaining why the tender exceeds the budget; and
- The Head of Financial Services has confirmed that adequate budgetary provision exists to cover the funding of the additional cost.

31.4 Where the scope of the original contract is to be reduced in order to fit within budgetary provision the company will at least be required to re-enter negotiations with all suppliers who have submitted a quotation/tender. Advice should be sought from SPT as to whether the exercise should be recommenced.

### **32.0 Contract Award Notice**

32.1 All contract awards above **£5,000** need to be notified to SPT and will be recorded on the appropriate register and portals to ensure the company is able to comply with the transparency code and applicable regulations.

32.2 Contracts above the Public Procurement Thresholds shall be executed under hand, unless the member of the Executive Management Team approves other arrangements, where the contract will be executed under seal for example in relation to works contracts.

### **33.0 Contract Terms and Conditions**

33.1 Contracts should be entered into on the company's terms and conditions, which shall also be included with each purchase order, request for quotation or ITT. Where this is not possible either:

- because the company's terms and conditions are not suitable
- a supplier has been asked to submit their terms and conditions,
- where there are material changes to the company's terms and conditions;

They must be formally approved by the Commercial Team (or nominated deputy) prior to contract award.

### **34.0 Contract Variations and Extensions**

#### **Variations**

- 34.1 Contract variations must be carried out within the scope of the original contract.
- 34.2 Contract variations are permissible on below threshold procurements unless the value will breach the public procurement thresholds. If there is a potential breach of the threshold (convertible contract), then this must be considered as a material variation and a CSO Variation Form approved by a member of the Executive Management Team.
- 34.3 Contract variations that materially affect or change the scope of an above threshold (covered) contract including the value are **not** allowed unless approved by the Monitoring Officer (or nominated deputy) via a CPR Report Form. A material variation may be defined under the following circumstances or in accordance with Section 74 PA2023, this list is not exhaustive:
- The variation introduces conditions which, had they been part of the initial procurement exercise, would have allowed for the admission of other tenderers than those initially selected or for the acceptance of an offer other than that originally accepted or would have attracted additional participants in the procurement procedure;
  - The variation increases the value of the contract or the framework agreement substantially in favour of the provider in a manner which was not provided for in the initial contract or framework agreement;
  - The variation extends the scope of the contract or framework agreement considerably.
- 34.4 If a material change (variation) is approved and it is subject to Section 74 of the PA2023, then notices must be published in accordance with the Procurement Act 2023.
- 34.5 All contract variations must be in writing and signed by both the Council and the provider except where different provisions are made within the contract documentation.
- 34.6 If the variation relates to a contract that has previously been waived, then a new CSO Waiver should be approved by a member of the Executive Management Team.

## **Extensions**

- 34.7 The term of any contract may only be extended where all the following criteria have been met:
- provision for an extension of the term is evidenced by the original contract (and the original tender/quotation); and
  - where the budget provision and the extension are in line with the Financial Regulations; and
  - where the contract still delivers Value for Money
  - In the case of ICT related expenditure has had the appropriate approvals
- 34.8 Only the Head of Procurement may approve an extension to the term of a contract outside the rules, after consulting with the Executive Management Team and a written decision record kept.

## **35.0 Termination of Contracts**

- 35.1 Provision for the termination of a contract must be included within the terms and conditions of the contract. Only the Executive Management Team has the authority to agree early Termination of a Contract.
- 35.2 The Head of Procurement must be consulted where there are serious concerns over the performance of a contract.
- 35.3 An Exit Plan, which can cover one or more contracts, must be prepared for every contract well in advance of contract expiry. It is recommended that this should be put in place at least 6 months in advance to allow for the approvals, pre-planning process, and any re-procurement.
- 35.4 In accordance with Section 80(3) of the PA2023, all above threshold (covered) contracts awarded must have a 'Contract Termination Notice' published when the following occurs:
- (a) Discharge: including for example, where contract obligations / deliverables are fulfilled, payments made and any disputes settled, by mutual agreement or contract frustration;
  - (b) Expiry: where the contract has reached its end date (which may include periods of extension);
  - (c) Termination by a party: where one party exercises a contractual or implied right to terminate the contract;
  - (d) Rescission: Where the contract ends, and the parties restored to the position they were in before the contract was entered into; or
  - (e) Set aside by court order: where the contract is declared to be invalid by legal judgement.

## **36.0 Procurement by External Agents**

- 36.1 Any consultants used by the company must be appointed in accordance with these CSOs. Where the company uses consultants to act on its behalf in relation to any procurement, then the Executive Management Team shall ensure that the consultants carry out any procurement in accordance with these CSOs.
- 36.2 No consultant shall make any decision on whether to award a contract or to whom.
- 36.3 The Executive Management Team shall ensure that the consultant's performance in relation to procurement is in accordance with these CSOs.
- 36.4 Where the company uses consultants to act on its behalf in relation to any procurement the consultant must declare any conflict of interest in accordance with section 29.0 of the CSOs prior to commencing work on any tender.

## **37.0 Contingent Labour Contracts**

- 37.1 Contingent labour contracts include agency workers and consultants. These types of contracts should be managed in accordance with the provisions detailed below.
- 37.2 The corporate contract for contingent labour, managed by the Human Resources Department, must be used for all agency workers. Where unsuccessful attempts have been made to engage an agency worker via the corporate contract, then approval must be sought from the Head of Human Resources to use an alternative supplier which must be procured in accordance with the CSOs.
- 37.3 Where a worker is not engaged as an agency worker via the corporate contract, they are deemed a consultant and should be procured in accordance with the CSOs.

### **38.0 ICT Related Contracts**

- 38.1 Any technology requirement, including hardware, software and consumables, must be procured or agreed by the ICT Department
- 38.2 Any requirement for new or replacement technology or major upgrade/enhancement to existing technology, or contract changes, must be considered and approved by the Technology Governance Board. The Head of ICT and Business Transformation or nominated officer must be involved in all procurement activities for SLHD systems and specific advice taken into account in the contract award decision.

### **39.0 Off Payroll Working Regulations (IR35)**

- 39.1 Off-payroll working applies to all types of contracts where an individual (worker) provides their services through an intermediary. The company is responsible for determining if IR35 applies or not and, where incorrectly determined, any unpaid tax can be claimed for against the company. The check employment status assessment tool must be completed on every worker for the role required and not the supplier or the worker.
- 39.2 Before an individual is employed through, an intermediate partnership or company, there must be consideration on whether IR35 applies to the contract. This will involve reviewing the relationship between the supplier and the company and then either reviewing any formal declaration from HMRC or assessing through the HMRC CEST (Checking Employment Status Tool) to ensure the company adheres to the obligations under IR35.

### **40.0 Tenants or Tenant Board Members Involvement and Section 20 Consultation**

- 40.1 Where appropriate, the company will consider tenants or tenant board members in the tender evaluation process. The relevant member of the Senior Management Team is responsible for ensuring consultation has taken place with tenants or tenant board members and decide whether their involvement is required or not.

40.2 Consideration must be made on whether Section 20 applies to the proposed contract and the necessary consultation take place.

#### **41.0 Record and Document Retention Control**

41.1 SPT will maintain a Contracts Register of all contracts awarded.

41.2 All contracts awarded above £5,000 must be notified to SPT.

41.3 A Contracts Register of all Contracts awarded with an aggregated value above **£5,000** shall be maintained by the SPT.

41.4 All quotations, tenders, submissions and contract documentation must be retained and disposed of in accordance with the company's Retention Schedule.

41.5 For every individual Contract above **£25,000** the Officer should make available to SPT the following documentation, as a minimum:

- Quotations or Tender Submissions - if applicable
- A copy of the contract documents
- Key Performance Indicators at least annually (for contracts above £5m as per the PA2023)

#### **42.0 General Data Protection Regulation (GDPR)**

42.1 Where any supplier is given possession of or access to any personal data, the Director must comply with the company's Data Protection obligations. The Director must follow SLHD's Information Security and Data Protection Policies, in particular regarding contracting with data processors and sharing data and carry out a Data Protection Impact Assessment (DPIA) in consultation with the Information Governance Team (IG). Early engagement with IG is recommended.

#### **43.0 Purchase Cards**

43.1 The company uses purchasing cards in order to reduce transaction costs for low value purchases by reducing time spent on processing of orders and invoices.

43.2 Purchase cards must not be used as a way of bypassing the CSOs. However, in some circumstances, where a contract exists and the supplier allows, a purchase card can be used as a payment method, where this offers better value for money or is specified in the contract.

#### **44.0 Cost Control**

44.1 The Director of Corporate Services shall ensure that suitable procedures are laid down and followed for the effective cost control of all contracts. Such procedures shall involve a continuous monitoring of the cost being incurred on each contract with the objective of ensuring that the project is completed within the authorised cost and that any unavoidable extra costs are identified quickly so that appropriate actions can be taken.

#### **45.0 Contract Claims and Disputes**

- 45.1 To safeguard the company's right to deduct Liquidated Damages, if the contract is over-running the Authorised Officer must certify in writing that the supplier ought to reasonably to have completed the works within the contract period. Such a certification must be in accordance with the contract conditions and be issued prior to the issue of the final certificate for payment.
- 45.2 Any events that may lead to claims for extension of time must immediately be brought to the attention of the Commercial Manager.
- 45.3 Claims for extension of time must be assessed promptly and any extension award made in accordance with the conditions of contract.
- 45.4 If the works are not complete, the Authorised Officer must issue a certificate of non-completion in accordance with any relevant Contract conditions immediately after the expiry of the (extended) date for completion. It is the ultimate responsibility of the Commercial Team to arrange for the deduction of Liquidated Damages.
- 45.5 If the supplier subsequently brings forward fresh evidence of delay, the Authorised Officer may award a further extension but must then also issue a revised certificate stating the revised date in accordance with any relevant Contract conditions.
- 45.6 Before the final certificate is issued, the Authorised Officer shall check that any necessary certificate has been issued in accordance with the relevant contractual conditions.
- 45.7 The Executive Management Team must be kept informed at all times of all contractual claims whether by or against the company.
- 45.8 It is critical that documentary evidence is kept relating to all aspects and stages of a claim and these should be kept by the Commercial Team.

#### **46.0 Review and Amendment of the Contract Standing Orders**

- 46.1 The Director of Corporate Services are authorised to make technical amendments from time to time to ensure these procedures are consistent with legal requirements, changes in company structures and personnel and best practice.

## GLOSSARY OF TERMS (including general procurement terms)

**Abnormally Low Tender** – an offer via a tender process that is less than the estimated value by a margin that requires explanation.

**Aggregation** – Where similar or same purchases made separately over a period of time (and often from multiple suppliers) are combined into one contract requirement.

**Assignment** – The transfer of rights from one supplier to another based on the same contract.

**Audit Trail** – System or paper generated evidence showing how decisions and procedures were carried out.

**Authorised Officer** – a person appointed by the Executive Management Team who is responsible for a service area.

**Award** – The allocation of a contract to a successful bidder/contractor/supplier.

**Award Stage** – Final stage of the quotation or tendering process, with notification of the successful supplier and the signing of the contract.

**Bid** – A submitted tender/quote.

**Breach** – Where a contract or purchase is made that is not compliant with the CPRs. **Bidder** – a supplier who submits and offer via a quotation/tender process.

**Central Digital Platform (CDP)** – A government system where all UK contracting authorities publish information relating to procurement. It is also where identifiers are recorded and/or issued and for suppliers to input their commonly used information.

**Challenge** – an official notification sent from an unsuccessful supplier after a tender process.

**Collaboration** – Process by which two or more ‘organisations’ (local authorities, other public sector bodies) work together to obtain a joint solution for a shared requirement. Used to capitalise on the advantages of Aggregation of Demand, such as economies of scale or stronger positioning in the Marketplace.

**Collusion** – illegal process of agreeing to unfair activities in a procurement process, such as price fixing.

**Commissioning** – the strategic activity of assessing need and using resources (both budgets and services) to meet those needs, with procurement forming part of commissioning for the sourcing and setting up contracts to provide services.

**Company** - refers to St Leger Homes of Doncaster Limited, registered Company number 05564649.

**Company Secretary** - means an Executive Director designated by the Board in accordance with the Companies Act 1985 (and as subsequently amended), or a senior member of the management team to whom duties are delegated in accordance with the Company’s Scheme of Delegation.

**Concession Contract** – An agreement between two parties where income is derived from the asset or ability to deliver services in the issuing of rights by one party to the other.

**Conflict of Interest** - Where there is a conflict between the interests of the person acting in relation to a procurement or contract management. **Contingencies** – future events or circumstances that may occur.

**Concessions Regulations 2016** – rules on how concessions contracts above a certain threshold can be let post 2016.

**Contract** – Legally binding document that sets out the terms and conditions of the delivery of the works, services or supplies, including performance measures.

**Contract Award Notice** – Notice of the award of a contract above £5k. If a contract is above £30k (inc. VAT) and public procurement thresholds additional contract notices will be generated by the submission of this notice. **Contract Management** – Activities

after a contract has been let to ensure the contract is delivered in accordance with the contract terms and conditions and any other specifics as detailed in the procurement exercise.

**Contract administration** – handles the formal governance of the contract and changes to the contract documentation.

**Contracts Finder** - Government portal for advertising opportunities and awards of contracts valued above £25,000 as required by the Public Procurement Regulations 2015 (PCR2015).

**Contracts Register** – A register of Companywide Contracts centrally held by SPT and the Contract and Compliance Team.

**Contract Award Notice** – Notice of the award of a contract published in the Find a Tender Service (FTS) as required by UK legislation.

**Contract Standing Orders** – A policy which sets out the rules that must be followed when undertaking procurement and contracting processes.

**Companywide Contracts** – contracts let on behalf of the Company to meet the requirements of supplies, services or works that are common or shared across the Company.

**Council** - refers to City of Doncaster Council.

**Covered Procurements** – Contracts where the value exceeds the public procurement thresholds and must be procured in accordance with the Procurement Act 2023.

**Criteria** – set of specific requirements that a quote or tender will be marked against.

**Director** – The person responsible for the proper compliance with these procedures. Except as indicated otherwise, a Director may delegate authority to other persons to deliver their responsibilities.

**Disaggregation** – Splitting a requirement for similar works, goods or services into a number of smaller contracts to avoid having to undertake a full competitive tender exercise for contracts exceeding the UK Thresholds. This practice is a breach of UK legislation.

**Dispute** - Disagreement between the Company and supplier that may result in Court action.

**Doncaster Business** – A company or other organisation, which has an office or premises within the City of Doncaster Council area.

**Due Diligence** – checks conducted on provider(s) to ensure their eligibility and suitability to deliver a contract for SLHD.**EMT** - means the team of Executive Directors forming (from time to time) the Executive Management Team.

E-Tender System – Software system to manage a quotation/tender process.

**Evaluation** – Detailed assessment and comparisons of bid Submissions verifying how suppliers will meet the requirements of the contract, measured against quality and price criteria.

**Evaluation Panel** – Group brought together with the specific aim of assessing submitted tenders against pre-set criteria, to make final recommendations on the award of contract.

**Exceptions** – Permits the undertaking of a procurement action within a specific area without the need for a competitive tender exercise.

**Execute** – the completion of contract documentation, including the signing, and sealing where required, of the formal contract.

**Executive Director** - means an employee of the Company holding a post designated as an Executive Director.

**Exemption** – excluding a procurement activity from one or more of the CSO's.

**Framework Agreement** – Used where specific works, services or goods will be needed on a number of occasions over a known duration, but the exact requirement is not known. Can be with a single supplier or multiple providers (sometimes referred to as a

'call-off' contract). Once set up, there is no need to go to the open market as competition is held between those providers on the framework. Frameworks can be reopened periodically to allow for new participants, if allowed for in the procurement methodology.

**GDPR** – The General Data Protection Regulations and Data Protection Act.

**Grant Funding** – Funding derived from external sources that may be dependent upon the fulfilment of certain criteria throughout the procurement and/or Contract Management process.

**Health Care Services (Provider Selection Regime) Regulations 2023** – Legislation that must be adhered to when procuring Health Care Services Contracts, or in the situation of a mixed contract where services or goods are being procured in addition to the health care services meets the provisions set out in the regulations on mixed contracts. **ICT** – Information, Communication and Technology

**IHS** – In-House Service Provider is an identified internal service offered by the Company.

**Income Generating Contracts** – Contracts through which the company may derive a one-off or regular income.

**Invitation to Tender** – documentation enabling suppliers to make an offer of supply based on a specification, indicating the requirements of the company.

**IR35 (Off-payroll working)** – Legislation related to off-payroll working governing the process and limitations for employing individuals through intermediary companies.

**Joint Procurement** – Where other public bodies are included within a procurement exercise.

**Leadership Team** – Directors and Heads of Services of the company.

**Letter of Intent** – A written statement indicating the company's willingness to enter into a formal contract.

**Light Touch Services (LTS)** - A specific set of rules for certain social, health and education services, defined by Common Procurement Vocabulary (CPV) codes. The list of services is set out in Regulation 42, Schedule 1 of the Public Regulations 2024.

**Liquidated Damages** – Compensation awarded by a court judgement or a contract stipulation regarding the breach of a contract.

**Management Agreement** - means the Management Agreement between the Council (1) and the Company (2) relating (inter alia) to the management of housing stock owned by the Council.

**Marketplace** – Wording used to describe a commercial activity or a group of potential suppliers possibly able to meet requirements.

**Member** - means a duly appointed member of the Board of the company.

**Negotiation** – Process by which a contract proposal is reached through discussion and agreement between the prospective supplier and the Company.

**Non-Commercial Consideration** – Non-financial concerns such as social and environmental factors.

**Novation** – Substitution of a supplier with a new supplier, or of a contract with a new contract.

**Open Procedure** – Tender process open to any supplier who wishes to bid.

**PAS91** – A pre-qualification questionnaire for construction (works) related contracts.

**Prior Information Notices (PIN)** – A notice published in the Find a Tender Service to notify suppliers on upcoming contract opportunities and to stimulate interest.

**Pre-Procurement Procedure** – Actions where Officers complete certain actions to inform the contract to be let and the methodologies to obtain the best outcomes for the Company and tenants, this could include engagement with providers, customers and professional bodies.

**Public Procurement Law** – applicable UK law including the Public Contracts Regulations 2015 or the Procurement Act 2023 (Public Contract Regulations 2024),

detailing rules and regulations that must be complied with for all public sector procurement processes.

**Public Procurement Thresholds** – total contracts value amounts that differ depending on the type of contract and where the regulations must be strictly adhered.

**Qualified Tender** – Where tenderers submit a bid, which has been amended to the tenderers' requirements, such as, inserting their own terms and conditions.

**Quotation** – Written or verbal price given by a supplier on request either formally or informally.

**Relationship management** – keeps the relationship between the two parties open and constructive, aiming to resolve or ease tensions and identify problems early.

**Service delivery management** – ensures that the service is delivered as agreed to the required levels of performance and quality.

**SLA** - means Service Level Agreement.

**Social Value** – the economic, environmental and social issues considered in procurement.

**Specification** – Detailed description of what is required, including monitoring procedures.

**Stakeholder** – Individual or organisation with an active interest in the impact or effect of the company's procurement activities.

**Sub-Contracting** – Engagement of another supplier by the main supplier.

**Submission** – The bid or tender submitted by a supplier in response to an invitation to quote or tender.

**Supplier** – an organisation who supplies, services or works and are external to the company.

**Tender** – Written response to an Invitation to tender that contains a proposal evaluated against set criteria.

**Tenderer** – Prospective supplier who submitted a bid in response to an Invitation to Tender or quote.

**Tender Documents** – Set of documents provided to prospective tenderers that forms the basis on which Tenders will be submitted. Includes, as a minimum, instructions to Tenderers, contract terms and conditions, Specification, evaluation criteria, pricing schedule, form of tender and anti-Collusion statement.

**Testing the Market** – Formal procurement process to establish whether there are suppliers able and interested in providing quotes or bidding.

**Termination** – Cancellation of all or most of a contract.

**Technology Governance Board (TGB)** – A board that all technology related contracts must be approved by which is chaired by the Service Director for Finance and Technology, CDC. **Thresholds** – Financial boundaries (based on the Whole Life Value of a proposed contract) which determine the procurement action, for example whether a competitive tender is required, or whether an UK competitive action is required.

**TUPE (Transfer of Undertakings (Protection of Employment) Regulations 2006)** - Preserves the continuity of employment and safeguards employment rights of all employees transferring to a new employer i.e. where there is a change of contract provider or where current company staff are being transferred to another service provider.

**UK Procurement Directives (UK Legislation)** – Procurement Law Public Contract Regulations 2015, detailing rules that must be complied with by public bodies.

**Value for Money (VfM)** – ensuring the needs of the company are met whilst achieving the required balance of quality and price.

**Variation -**

A variation is a change to the agreement of both parties to perform part of the contract differently to the way that was originally agreed, this can relate to the specification or

costs. These can be referred to as Deeds of Variation, Variation Orders, Compensation Events or Contract Change Notices and are contractually binding on both parties.

**Under Seal** – A contract executed as a deed. This gives additional protections to the Company.

**Waiver** – Approval obtained prior to procurement activity, by a member of the Executive Management Team, permitting an exception to the CSOs.

**Whole Life Value** – All costs incurred in the lifespan of the contract, including disposal.

**YORtender** – Supplier, contract, management, system (YORtender) is an electronic e-tendering system.

**Appendix B - Procurement Decision Table and Requirements per Contract Value Threshold**

Total Contract Value (£)		Type of Contract	Procurement Process	Procurement Route Options	Min. No. Providers required to bid	Advertising Requirements Contract Opportunity	Advertising Contract Award	Restricted market testing permitted	Involve Procurement	Reg 84 Report	Internal Contract Award Notice
From	To										
£0	No MAX	Healthcare Services (see PSR CPV Codes)	1st - IHS (In-house Supplier) 2nd - Corporate Contract or Framework Agreement 3rd – Direct Award Process, Most Suitable Provider Process or Competitive Process (in accordance with contract value minimum requirements)	Direct Award Process A, B or C Most Suitable Provider Process Competitive Process		NO	YES	NO	YES	NO	YES (above £5k)
£0	£25,000	ALL	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Direct Award or Informal Quotation (Doncaster company preferable ensuring best value)	Direct Award or Informal Quotation	1	NO	NO	YES	NO	NO	YES (above £5k)
<b>Any contract over £25,000 must be procured via the E Tender System</b>											
£25,000	£214,904 inc. VAT (£179,087 exc. VAT)	Goods Services Works Social & Other Specified Services (Light Touch Services)	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Procurement Exercise (ITQ or RFQ)	Third Party Framework  Open Quotation: (RFQ) Low Risk Contract or (ITQ) High Risk Contract  Restricted Formal Quotation: (RFQ) Low Risk Contract or (ITQ) High Risk Contract		NO  E Tender System Contracts Finder (open quotation only)	Central Digital Platform  Central Digital Platform	YES	YES	NO	YES
£214,904 inc. VAT (£179,087 exc. VAT)	£663,540 inc. VAT (£552,950 exc. VAT)	Social & Other Specified Services (Light Touch Services)	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT) (at least one from a Doncaster company)	Third Party Framework  Open or Restricted Invitation to Tender (ITT)		NO  E Tender System Central Digital Platform(open tender only)	Central Digital Platform  Central Digital Platform	YES	YES	NO	YES
£214,904 inc. VAT (£179,087 exc. VAT)	£5,372,609 inc. VAT (£4,477,174 exc. VAT)	Works	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT) (at least one from a Doncaster company)	Third Party Framework  Open or Restricted Invitation to Tender (ITT)		NO  E Tender System Central Digital Platform(open tender only)	Central Digital Platform  Central Digital Platform	YES (Framework Providers)  NO	YES	YES	YES
£663,540 inc. VAT (£552,950 exc. VAT)	+	Social & Other Specified Services (Light Touch Services)	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT)	Third Party Framework  Public Procurement Tender		NO  E Tender System Central Digital Platform	Central Digital Platform  Central Digital Platform	YES (Framework Providers)  NO	YES	YES	YES
£214,904 inc. VAT (£179,087 exc. VAT)	+	Goods Services	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT)	Third Party Framework  Public Procurement Tender		NO  E Tender System Central Digital Platform	Central Digital Platform  Central Digital Platform	YES (Framework Providers)  NO	YES	YES	YES
£5,372,609 inc. VAT (£4,477,174 exc. VAT)	+	Works	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT)	Third Party Framework  Public Procurement Tender		NO  E Tender System Central Digital Platform	Central Digital Platform  Central Digital Platform	YES (Framework Providers)  NO	YES	YES	YES