



Contract Standing Orders

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1.0 Introduction

- 1.1 Procurement is 'the process of acquiring supplies, services and works, covering both acquisition from third parties and from in-house providers. The process spans the **whole life cycle** from identification of needs, through to the end of a contract or the end of the useful life of an asset. It involves options appraisal and the critical 'make or buy' decision.
- 1.2 These Contract Standing Orders (CSO's) outline the policy and procedures for the procurement activities linked to revenue spend across the Company that includes ordering for the purchase, Commissioning, hire, rental of goods, supplies, works and services on behalf of the Company. All capital spend must be conducted in accordance with the Council's Contract Procedure Rules (CPR's).
- 1.3 Compliance with the CSO's 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 the procurement process 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, from identifying the need through to disposal of goods or ending of contracts, are governed to ensure sound, robust procurement practice.
 - The company complies with Public Procurement Regulations ("the Regulations") and any other legislation governing public sector procurement.
 - The company can defend against allegations of incorrect or fraudulent procurement practice, should the need arise.
- 1.4 The company has a duty to make the best use of its assets and finances on behalf of the residents and businesses of the borough. It is important that works, supplies and services be procured in a way that offers value for money and is carefully regulated, lawful, and ensures transparency and accountability.
- 1.5 It also should be noted that these CSO's should be read in conjunction with the Company's Financial Regulations and related Procurement Policies and Strategies in order for company employees to discharge their responsibilities accordingly.

2.0 Basic Principles of Procurement

- 2.1 All procurement and commissioning procedures must:
- Be in line with the company's objectives as set out in the 'Business Plan'.
 - Meet the procurement need and achieve value for money.
 - Ensure fairness and transparency in the allocation of public contracts.
 - Comply with all appropriate legal requirements.
 - Ensure that all contracting risks are appropriately assessed and managed.
 - Ensure that all required pre-tender consultation has taken place.

- Ensure the Strategic Procurement Team (SPT) is engaged at an early stage of the commissioning process to ensure that the best commercial option is undertaken in any resulting tendering exercise.
- Encourage the participation of local businesses in company contracts.
- Promote social value through the company's contracting activities.

- 2.2 Procurement procedures - once the need for supplies, services or works has been identified, authorised officers are required to :-
- a. Investigate whether the company has an in-house supplier which can meet the requirements; or if this is not possible
 - b. Investigate whether there is a companywide contract or other arrangement already in place; or if this is not possible
 - c. Investigate whether there is a suitable regional or national framework which could be used to source the requirement; or
 - d. Investigate conducting a procurement process

Please note: (c and d should be conducted simultaneously to ensure the best route to market is obtained)

3.0 Service Level Agreements (SLA)

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

4.0 Compliance and Conduct

- 4.1 These CSO's must be adhered to by:

- All permanent and temporary staff.
- External consultants.
- Board members or 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 CSO's, the Financial Regulations or UK Public Procurement legal requirements **may result in disciplinary action** and may in some instances/cases constitute a criminal offence.

- 4.4 The CSO's are a minimum standard and a more prescriptive procurement regime must be followed where this is required by UK Law and agreements with Grant Funding organisations.

- 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 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 and a decision to allow continued involvement approved or declined by the Head of Procurement and recorded.

5.0 Procurement Plan 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 Where appropriate SPT shall publish Prior Information Notices (PIN) in the Find a Tender Service (FTS) system listing the contracts for works, services and supplies, which it expects to procure in the coming financial year.
- 5.3 SPT will maintain and update the Company's Contracts Register and publish this in accordance to the requirements specified in the Local Government Transparency Code.
- 5.4 Authorised Officers must ensure that they notify SPT of all contract awards above £5k and contract extensions.

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 supplies, services or works, a genuine assessment of the whole life value of the contract or framework agreement must be undertaken.
- 7.2 The estimated value must present the total potential cost, exclusive of VAT, over the whole life of the project, including any extension terms. 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 competitive tendering process.
- 7.3 Where Grant Funding is a contributory factor to the potential cost, this must be included as part of the contract value.
- 7.4 The company shall make the best use of its purchasing power by aggregating purchases wherever possible. In particular contracts shall not be disaggregated in an attempt to avoid the application of these CSO's or the regulations, if not this may result in a breach of regulations.

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 Authorising Officer must comply with GDPR and the Company's Data Protection obligations.

8.2 The Authorising 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 Authorising 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 Procurement Business Case

9.1 A Business Case should be completed and authorised by the Executive Management Team or authorised officer unless there is not a requirement to do so as agreed by the Head of Procurement.

10.0 ICT and ICT Related Contracts

10.1 The ICT Service Manager or appropriate ICT related sub group must be consulted regarding the procurement of ICT consumables, hardware, software or website development or any other ICT service prior to the commencement of any tendering activity.

11.0 Awarding of Contract

11.1 These CSO's should be read in conjunction with the decision-making provisions and authorisation limits set out in the **Company's Financial Regulations**.

11.2 Contracts valued under the UK 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.

12.0 Relevant Contracts

12.1 All relevant contracts must comply with these CSO's. 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.

12.2 A relevant contract is any arrangement made by, or on behalf of, the company for the carrying out of works, or for the supply or provision of supplies, or services.

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

12.3 Relevant contracts do not include:

- Employment contracts (permanent, interim or casual). For the avoidance of doubt, the appointment of recruitment agencies are subject to these CSO's.
- 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 Regulation 10 of the Regulations.
- The selection of a supplier who usage is a condition of a Grant Funding approval.
- Where there is one supplier, such as works of art, copyrighted material, taxes or licence arrangements.

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

12.5 The company may enter into nil (cash) value contracts. The CSO's will still apply in this case if a third party will make an economic gain.

12.6 Suppliers undertaking procurement activity on behalf of the company must comply with the CSO's.

13.0 Exemptions to the Contract Standing Orders

13.1 No exemptions can be made to the requirements of competition in terms of the CSO's, unless authorised in writing by a member of the Executive Management Team, after considering a written report in the form of a Contract Standing Orders Waiver Report, which is completed by the appropriate member of the Executive Management Team.

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

13.3 Any breaches to the CSO's will be reported to the Audit Committee on an annual basis.

14.0 Waivers to Contract Standing Orders

14.1 Waivers to the CSO's 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 CPR 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 CPRs prevents the usual procurement process from being followed

14.2 Only members of the Executive Management Team have authority to waive the CSO's.

14.3 Waivers should be obtained in advance of the procurement action as a waiver cannot be authorised retrospectively unless in emergency circumstances.

14.4 Waivers **must not** be used to avoid the requirements of these CSO's to go out to competition, due to lack of time available within the procurement timelines.

14.5 Requirements of Public Procurement Law or any other relevant law or external regulatory framework cannot be waived unless in exceptional circumstances and in line with the law on direct awards i.e. Regulation 32, or contract variations.

14.6 Waivers are only allowed up to the value of the relevant UK Threshold, currently unless linked to **14.5**.

14.7 Waivers must demonstrate value for money and clear benefits or advantages to the company.

14.8 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.

14.9 Where waivers are authorised a formal contract must be signed.

15.0 Contracting Route Options

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

16.0 Using In House Suppliers (IHS)

16.1 Where an In House Supplier (IHS) is available, then this supplier must be used.

16.2 Where there is no IHS or where the IHS cannot provide the service required due to capacity, other options can be considered.

16.3 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.

17.0 Using Companywide Contracts

17.1 Where the company already holds a contract, officers are required to use these.

17.2 Details of the current companywide contracts are available on the Contract Register located on the company's intranet page.

17.3 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

18.0 Negotiated Contracts

18.1 There may be a need to consider negotiation when procuring supplies, services and works. There are restrictions associated with procuring above UK Procurement Thresholds.

18.2 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

18.3 Written negotiation must be subject to evidenced independent process check, calculation and value for money. If the contract value is above threshold and the proposed procedure is either Competitive Dialogue or Negotiated Procedure, these must involve by SPT in line with the regulations.

19.0 Concession Contracts

19.1 Concession contracts for services or works are a contract and the procurement of concessions shall follow the competitive and contracting requirements in

these CSO's as per 23.0, 24.0 and 25.0.

19.2 Concession contracts for works or services with a value of £4,447,488 (£5,336,937 Inc. VAT) or more are subject to the Public Concessions Regulations 2016 and will be subject to a specific procurement process.

19.3 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.

20.0 Using Third Party Dynamic Purchasing Systems (DPS) and Framework Agreements

20.1 Officers may use a Dynamic Purchasing System (DPS) or framework agreement let by another public sector body, such as public sector consortia or another company. These are available for the works, service or supplies that are required and where the company are clearly identified as eligible to call off under the framework agreement.

20.2 The advice of SPT must be sought before using DPS or framework agreements. SPT are aware of the appropriate framework agreements that can be accessed and the correct methodology for use.

21.0 Approved Lists

21.1 Approved lists may only be set in agreement with SPT.

21.2 Where authorised approved lists have been established, Directors (or nominated deputy) shall ensure that these are regularly reviewed.

21.3 Before drawing up an approved list, it should be advertised and expressions of interest invited from suppliers to become members of the approved list for the particular type of contract. The officer establishing the approved list should ensure that the approved list is advertised in such a manner to ensure that it will be visible by Doncaster Businesses also using Contracts Finder and the e-tendering portal.

21.4 An approved list shall:

- Set out the criteria for inclusion, suspension and exclusion from the list including but not by way of limitation:
 - Economic and financial standing
 - Technical ability and capacity
 - Insurance arrangements
 - Quality systems
 - Health and Safety Records
 - Environmental performance and compliance with environmental legislation

- Compliance with all relevant legislation
 - Transparency/basis of appointment
 - Indicate the categories of contracts for which the providers listed may be invited to quote/tender
 - Be reviewed at regular intervals of not less than one year or more than four years
- 21.5 Approved lists must be operated to ensure that all suppliers on the list are given a reasonable opportunity of submitting quotations or tenders for appropriate contracts.
- 21.6 Approved lists **must not** be used for any procurement exercise over the public procurement thresholds.

22.0 Joint Procurement

- 22.1 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.
- 22.2 The estimate of the total contract value on the notice must include the potential usage of that joint arrangement by those public bodies listed.

23.0 Contracts valued up to £25,000 inclusive

- 23.1 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).
- 23.2 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.
- 23.3 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 Contracts Finder Portal.

24.0 Contracts valued £25,000 to £177,898 - Quotation

- 24.1 Where the estimated value or amount of a proposed contract is over £25,000 but does not exceed £177,898, at least **three** written quotations from suitable suppliers. Wherever possible the quotations should be sought from at least **one** Doncaster business.
- 24.2 All quotations above £25,000 **should** be conducted through the YorTender portal.

- 24.3 A decision on how to conduct the quotation should be based on the contracting risk. Further guidance and documentation will be provided by SPT.
- 24.4 A written record of all the quotations and procedures followed must be kept by the service area and made available upon request by SPT.
- 24.5 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.
- 25.0 Intermediate Value Procurement Contracts valued at:-
£177,898 to £552,950 (663,540 Inc. VAT) for Contracts under the Light Touch Regime (a list of the services can be obtained from the SPT)
£177,898 to £4,447,488 (£5,336,937 Inc. VAT) for Works (current UK Threshold)**
- 25.1 Where the estimated value or amount of a proposed contract is between **£177,898 to £552,950 (663,540 Inc. VAT)** for contracts under the Light Touch Regime **or £177,898 to £4,447,488 (£5,336,937 Inc. VAT)** for works these are required to be tendered via YorTender (or other approved tendering portal).
- 25.2 A Business Case should be completed and authorised by the Executive Management Team or authorised officer unless there is not a requirement to do so, as agreed by the Head of Procurement.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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.
- 25.7 All tenders **must** be conducted through the e-Tender portal.
- 25.8 Social Value must form part of the evaluation criteria for all procurements above **£177,898 (£213,477 Inc. VAT)** and have a **minimum** weighting of **10%**.
- 26.0 High Value Procurements for Contracts valued over:-
£177,898 (£213,477 Inc. VAT) for Supplies and Services**

**£552,950 (663,540 Inc. VAT) for Contracts under the Light Touch Regime
£4,447,488 (£5,336,937 Inc. VAT) for Works**

26.1 Where the value of the proposed contract exceeds the UK public procurement threshold, tenders must be conducted in accordance with the regulations.

The regulations allow a range of different procedures:

- Open procedure
- Restricted procedure
- Competitive procedure with negotiation
- Competitive dialogue
- Innovation partnership

26.2 The open procedure and the restricted procedure are the most commonly used procedures. Where consideration is given to any of the other procedures, early advice **must** be sought from SPT.

26.3 Where a restricted procedure is conducted, a minimum of **five** tenderers should be shortlisted to tender (where at least **five** suitable tenderers have expressed an interest).

26.4 A Business Case should be completed and authorised by the Executive Management Team or authorised officer unless there is not a requirement to do so, as agreed by the Head of Procurement.

26.5 All tenders above the UK public procurement threshold(s) **must** be advertised in the Find a Tender Service (FTS) System. This will be done via the e-Tendering system.

26.6 The minimum timescales linked to the regulations must to be adhered to, for which tenderers are given the opportunity to express interest, complete and return the tender documentation. The timescales stipulated are dependent upon the type of notice issued to act as a call for competition and should be treated as minimum timescales and not be relied upon as the standard.

26.7 When determining the time limits for the receipt of the Selection Questionnaire (SQ) and tenders, the authorised officer must be proportionate and fair to the market and take into consideration the complexity of the contract.

26.8 Social Value must form part of the evaluation criteria for all procurements above **£177,898 (£213,477 Inc. VAT)** and have a minimum weighting of **10%**.

27.0 Trial Purchases

27.1 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.

27.2 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.

- 27.3 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.

28.0 Qualification

- 28.1 For all contracts with a value of over **£177,898 (£213,477 Inc. VAT)** for supplies and services, **£552,950 (663,540 Inc. VAT)** for Contracts under the Light Touch Regime or **£4,447,488 (£5,336,937 Inc. VAT)** for works the Standard Selection Questionnaire (SQ) or PAS91 must be used as per the Cabinet Offices Procurement Policy Note (PPN) 8/16 should be used to establish whether a supplier has the correct;

- Economic and financial standing
- Technical ability and capacity
- Insurance arrangements
- Quality systems
- Health and safety records
- Environmental performance and compliance with environmental legislation

- 28.2 For every such procurement project, the Business Case will set out the minimum required standards subject to the contract type and associated risks.

- 28.3 Whilst tenderers may initially self-certify as to compliance with requirements whether using the SQ or PAS91, officers should consider when it would be appropriate to ask tenderers to provide evidence of meeting the relevant standards and criteria, and in any event, before being awarded the contract, the successful tenderer must have provided evidence.

- 28.4 Where any tenderer seeks to rely on the capacities of other entities in terms of economic and financial standing and professional and technical ability it shall be required:

- to prove how those capacities will be available to it; and
- to demonstrate that such entity is not liable to exclusion under the Regulations;
- in the case of economic and financial standing, that any relevant entity will be required to provide a parent company or other suitable guarantee to the company and these requirements will be made clear in the procurement documents.

- 28.5 Two stage processes **must not** performed for below public procurement threshold contracts and suitability assessment questions must be included as part of the quote/tender assessment.

29.0 The Invitation to Tender/Quote (ITT/ITQ)

- 29.1 The invitation to tender or quote shall include details of the company's requirements for the particular contract including but not limited to:
- a. Description of the services, supplies or works being procured;

- b. The procurement timetable including the tender/quotation return date and timescales. A reasonable period should be allowed for the applicants to prepare their tender/quotation and where applicable meet the minimum Regulation's timescales;
- c. Specification and instructions on whether any variant tenders are permissible;
- d. Subject to the company's terms and conditions of contract or request for the tenderers to submit their terms and conditions (the company should look to use its own terms and conditions wherever possible).
- e. The evaluation criteria including any weightings and or sub-criteria as considered appropriate;
- f. Pricing mechanism and instructions for completion;
- g. Whether the company is of the view that TUPE may apply;
- h. The form and content of method statements to be provided by the tenderers;
- i. Rules for submitting of tenders/quotations (all tenders/quotations should state that the company's preferred option is to have tenders/quotations submitted electronically where appropriate);
- j. Any further information, such as a project brief, which will inform or assist tenderers in preparing tenders/quotations; and

30.0 Submission, Receipt, Opening and Registration of Tenders/Quotes

30.1 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.

31.0 General

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

31.2 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.

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

32.0 Evaluation of Tenders and Quotations

32.1 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.

- 32.2 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.
- 32.3 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 economically advantageous tender (MEAT) for the company as determined by the award criteria.
- 32.4 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.

33.0 Errors in Tenders/Quotations

- 33.1 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.
- 33.2 Tender/quotation documents must state how errors in tenders/quotations will be dealt with.
- 33.3 Suppliers making errors regularly should be warned appropriately.
- 33.4 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.

34.0 Awarding Contracts

- 34.1 A contract shall only be awarded based on the specified tender evaluation criteria.
- 34.2 Where a tender is evaluated on price only the contract must be awarded to the tenderer submitting the lowest price.

34.3 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.

34.4 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.

35.0 Standstill

35.1 For contracts valued over threshold a **10 day** standstill period must be implemented (i.e. a contract must not be entered into with the successful tenderer and neither supplies, works nor services may be performed or delivered to the company during this period).

35.2 SPT will undertake the preparation of this standstill letter (regulation 86) This is a specific letter that must be sent out to:

- the successful tenderer; and
- any unsuccessful tenderer.

35.3 The letter advises all tenderers of the result of the evaluation and as a minimum must:

- contain the award criteria used to select the winning bid;
- the score obtained by the recipient of the letter/notice;
- the score obtained by the winning tenderers and the name of the winning tenderers;
- the reasons for the decision, including the characteristics and relative advantages of the successful Tender; and
- The precise date when the standstill is expected to end.

35.4 Where an unsuccessful tenderer requires further information or requests a meeting on why they were unsuccessful in the competition this is to be referred to the Head of Procurement.

36.0 Contract Award Notice

36.1 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 i.e. Contracts Finder.

36.2 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.

36.3 A report in accordance with Regulation 84 of the Public Contract Regulations must be completed and a copy stored in a central repository.

37.0 Contract Terms and Conditions

37.1 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.

38.0 Contract Variations and Extensions

Variations

38.1 All contract variations must be carried out within the scope of the original contract. Contract variations that materially affect or change the scope of the original contract are not allowed unless approved by the Head of Procurement. If material changes are accepted then notices must be published in accordance with the regulations.

38.2 A new procurement is required in the case of a material changes where one or more of the following conditions are met:

- The variation introduces conditions which, had they been part of the initial procurement exercise, would have allowed for the admissions 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 variations increase the value of the contract substantially in favour of the supplier in a manner which was not provided for in the initial contract.
- The variation extends the scope of the contract considerably.

38.3 All contract variations must be in writing and signed by both the company and the supplier except where different provisions are made within the contract documentation.

Extensions

38.4 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 is 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

38.5 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.

39.0 Termination of Contracts

39.1 Provision for the termination of a contract must be included within the terms and conditions of the contract. Only the Procurement and Commercial Service Manager, or the Executive Management Team has the authority to agree early Termination of a Contract.

39.2 The Procurement and Commercial Service Manager must be consulted where there are serious concerns over the performance of a contract.

39.3 The Procurement and Commercial Service Manager must be consulted if the performance of a contract is giving rise to concern and consideration is given to termination.

40.0 Procurement by External Agents

40.1 Any consultants used by the company must be appointed in accordance with these CSO's. 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 CSO's.

40.2 No consultant shall make any decision on whether to award a contract or to whom.

40.3 The Executive Management Team shall ensure that the consultant's performance in relation to procurement is in accordance with these CSO's.

40.4 Where the company uses consultants to act on its behalf in relation to any procurement the consultant must declare any conflict of interest that may arise to the Executive Management Team prior to commencing work on any tender.

40.5 Where the Executive Management Team considers that such a conflict of interest is significant they should consider whether it is appropriate for the consultant to work on a particular tender and the consultant should not be allowed to evaluate tenders on behalf of the Company.

41.0 Employment Through Intermediaries (IR35)

41.1 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.

42.0 Tenants or Tenant Board Members Involvement and Section 20 Consultation

- 42.1 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.
- 42.2 Consideration must be made on whether Section 20 applies to the proposed contract and the necessary consultation take place.

43.0 Record and Document Retention Control

- 43.1 SPT will maintain a Contracts Register of all contracts awarded.
- 43.2 All contracts awarded above £5,000 must be notified to SPT.
- 43.3 For every individual contract above, £25,000 a notification via a Contract Award Form must be sent to the Procurement Team and the following information be sent or made available from the contracts file upon request. The contracts files should be maintained by the Contract Owner : -
- a. Title of the contract with a short description
 - b. Contract owner
 - c. Supplier information
 - d. The method for obtaining bids;
 - e. Start and end date of the contract with extension periods
 - f. Data Protection Impact Assessment (DPIA) – if applicable
 - g. Technology Governance Board (TGB) approval – if applicable
 - h. Section 20 information – if applicable
 - i. Social value information – if applicable
 - j. Signed contract

For Tenders above UK Public Procurement Threshold the additional information must be held in the contracts file, this list is not exclusive;

- k. The evaluation criteria in descending order of importance and associated evaluation method;
- l. Tender documents sent and received from tenderers;
- m. Any pre-tender market research;
- n. All notes made by the Evaluation Panel during the evaluation of tenders;
- o. Clarification and post-tender negotiation (to include minutes of meetings);
- p. A copy of the contract documents;
- q. Post-contract Evaluation and monitoring;
- r. Communications with all tenderers during the tender process and with the successful supplier throughout the period of the contract;
- s. Award of Contract documentation;
- t. Any decision to abandon a procurement exercise or terminate a contract; and
- u. All delegated decisions, authorisations, waivers and reports relating to the tender process and subsequent contract.

44.0 Purchase Cards

- 44.1 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.
- 44.2 Purchase cards must not be used as a way of bypassing the CSO's. 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.

45.0 Cost Control

- 45.1 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.

46.0 Contract Claims

- 46.1 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.
- 46.2 Any events that may lead to claims for extension of time must immediately be brought to the attention of the Procurement and Commercial Service Manager.
- 46.3 Claims for extension of time must be assessed promptly and any extension award made in accordance with the conditions of contract.
- 46.4 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 Procurement and Commercial Team to arrange for the deduction of Liquidated Damages.
- 46.5 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.
- 46.6 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.
- 46.7 The Executive Management Team must be kept informed at all times of all contractual claims whether by or against the company.

46.8 It is critical that documentary evidence is kept relating to all aspects and stages of a claim and these should be kept by the Procurement and Commercial Team.

47.0 Review and Amendment of the Contract Standing Orders

47.1 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.

Approved List – List of suppliers who have met a minimal level of quality assessments, usually through a Selection Questionnaire, or pre-approved list e.g. Constructionline database and approved to provide specific work, goods or services.

Approved Suppliers – Suppliers included on Approved Lists.

Alcatel (Standstill Period) – Contracts under the regulations procurement process must have a minimum 10-calendar day's standstill period between the decision to award a contract and the actual award. Unsuccessful suppliers are notified of the proposed award and given the opportunity to appeal at this point of the process.

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 tendering process, with notification of the successful supplier and the signing of the contract.

Bid – A submitted tender/quote.

Business Case – The reasons for carrying out a procurement or project, usually indicating initial value, and justifying the need such an identified service need or meeting company's objectives.

Bidder – a supplier who submits and offer via a quotation/tender process.

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.

Competitive Dialogue – Competitive dialogue is a procedure in which any economic operator may request to participate and whereby the company conducts a dialogue with the tenderers admitted to that procedure, with the aim of developing one or more suitable alternatives capable of meeting its requirements, and on the basis of which the tenderers chosen are invited to tender.

Concession – an agreement between the company and a supplier for where payment comprises in whole or in part the right to exploit the works or services by receiving income from third parties rather than direct payment from the company.

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 Management – The function of managing the formal aspects of company contract/s.

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 Doncaster Metropolitan Borough Council.

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 Doncaster Metropolitan Borough Council area.

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 (sometimes referred to as a 'call-off' contract) or with a multiple number of suppliers. Once set up, there is no need to go to the open market as competition is held between those suppliers on the framework.

FTS (Find a Tender Service) – on-line publication advertising tender opportunities and publicising contract awards for the public sector in all EU Member states, the European Economic Area and the World Trade Organisation.

FTS Notice – published notice of tender opportunity or contract award on the FTS

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.

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 Regime – Specific set of rules service contracts viewed as of lower interest to cross-border competition. Those service contracts include certain social, health and education services, defined by Common Procurement Vocabulary (**CPV**) codes. The list of services to which the Light-Touch Regime applies is set out in Schedule 3 of the Public Contracts Regulations 2015.

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

Negotiated Procedure – Procurement process undertaken directly with one bidder. Used under specific circumstances.

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 – A requirement for stakeholder to ensure they have correctly identified the needs of the service and outcomes have been assessed.

Procurement Law – applicable UK law including the Public Contracts Regulations 2015 and the Concession Contract Regulations 2016.

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 submits 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.

Remedies Directive – UK legislation that sets out the rules by which the procurement actions and decisions may be challenged.

Regulations – Public Contract Regulations 2015 or Concession Contract Regulations 2016.

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

Restricted Procedure – Tender process where potential suitable tenderers are identified by the evaluation of a Selection Questionnaire. Only those passing the evaluation criteria of the Pre-Qualification Questionnaires will be invited to tender.

Selection Questionnaire (SQ) – Standard set of questions used to establish the suitability of a Tenderer to be included in a bidding process, based on experience, financial stability and quality assessments. Is also be used to eliminate bidders in a restricted (two stage) tender so that only the most suitable Tenderers are invited to tender.

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 – socially linked value that can be quantified and delivered through contracting.

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.

State Aid – Any Government aid must not distort competition by favouring certain businesses or goods.

Sub-Letting – 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.

Sustainable Procurement – the economic, environmental and social issues considered in procurement.

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.

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 – ensuring the needs of the company are met whilst achieving the required balance of quality and price.

Variation - A variation is usually a change to a contract. It may either be a one off item of work or service, or a change for the remainder of the contract. Deeds of Variation and Variation Orders are contractually binding on both parties.

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

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 used by Yorkshire and Humber Councils.

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 | £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) |
| Any contract over £25,000 must be procured via the E Tender System | | | | | | | | | | | |
| £25,000 | £177,898 (£213,477 Inc. VAT) | Goods Services Works Social & Other Specified Services (Light Touch Regime) | 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) | Contracts Finder Contracts Finder | YES | YES | NO | YES |
| £177,898 (£213,477 Inc. VAT) | £552,950 (£663,540 Inc. VAT) | Social & Other Specified Services (Light Touch Regime) | 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 Contracts Finder (open tender only) | Contracts Finder Contracts Finder | YES | YES | NO | YES |
| £177,898 (£213,477 Inc. VAT) | £4,447,488 (£5,336,937 Inc. 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 Contracts Finder (open tender only) | Contracts Finder Contracts Finder | YES (Framework Providers) NO | YES | YES | YES |
| £552,950 (£663,540 Inc. VAT) | + | Social & Other Specified Services (Light Touch Regime) | 1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT) | Third Party Framework Open Restricted DPS Competitive Dialogue Competitive Procedure with Negotiation Innovation Partnership | | NO E Tender System OJEU Contracts Finder | Contracts Finder FTS Contracts Finder | YES (Framework Providers) NO | YES | YES | YES |
| £177,898 (£213,477 Inc. 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 Open Restricted DPS Competitive Dialogue Competitive Procedure with Negotiation Innovation Partnership | | NO E Tender System FTS Contracts Finder | Contracts Finder FTS Contracts Finder | YES (Framework Providers) NO | YES | YES | YES |
| £4,447,488 (£5,336,937 Inc. 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 Open Restricted DPS Competitive Dialogue Competitive Procedure with Negotiation Innovation Partnership | | NO E Tender System FTS Contracts Finder | Contracts Finder FTS Contracts Finder | YES (Framework Providers) NO | YES | YES | YES |