

Isle of Wight Council

Contract Standing Orders

February 2025 onwards

Contract Standing Orders:

With effect from 24 February 2025 or such other date set for bringing the legislation (i.e. the
Procurement Act 2023) into operation

Document Information

Title:	Contract Standing Orders
Status:	Pending - With effect from 24 February 2025 or such other date set for bringing the legislation (i.e. the Procurement Act 2023) into operation
Current Version:	Final
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Consultation:	Audit and Governance Committee
Approved by: Approved Date:	Audit and Governance Committee 30 September 2024
Review Frequency: Next review:	2 years September 2026

SECTION 1. INTRODUCTION AND CONTEXT	5
Principles to be Applied	5
Compliance	5
Scope and Application.....	6
Out of Scope.....	7
SECTION 2 – PROCESS FOR LETTING CONTRACTS FOR GOODS, SERVICES & WORKS	8
Pre-Procurement Stage “Make or Buy” Considerations	8
Framework Agreements, Dynamic Markets or Dynamic Purchase System	8
Contract value and aggregation.....	9
Approvals.....	9
Pre-Procurement Market Research / Consultation.....	10
Advertising and competition requirements – General Note	10
Procurement Process for Spend between £240 to below £30,000 (inc. VAT)	11
Procurement Process for Spend over £30,000 (inc. VAT) but beneath the relevant Above Threshold level for Goods, Services, Light Touch or under £300k (inc. VAT) for Works.	11
Procurement Process for over £300k (Inc. VAT) Works contracts to Below Works Threshold.	13
Procurement Process for Above Threshold (Goods, Services, Light Touch or Works).....	13
Procedure on Receipt of Quotations and Tenders	13
Evaluation	13
Acceptance and Award of Quotations and Tenders.....	14
Contract Terms and Conditions - General.....	14
Contract Register	15
Contract Modifications, Variations or Extensions	15
TABLE 2(a) Open / Flexible Competitive Process.....	16
TABLE 2(b) Framework Agreements, Dynamic Markets (DM) or Dynamic Purchasing Agreements (DPS).....	18
TABLE 2(c) – Process and Transparency Notices – Contracts for Health-related services ⁶ ...	19
TABLE 2(d) Authorisations and Approvals.....	20
SECTION 3 OTHER CONSIDERATIONS - PROCEDURAL.....	21
Waivers	21
Direct Award (Above Threshold).....	21
Light Touch Contracts	21
Social Care and Education Placements	21
Performance Reporting	23
Collaborative Working	23
Provider Selection Regime / Health Related Contracts	23

SECTION 4 OTHER CONSIDERATIONS - POLICY 24
 Social Value and Sustainability 24
 Subsidy Control..... 24
 Equality and Diversity 25
SECTION 5 DEFINITIONS SECTION 26
Appendix 1 – Summary of RELEVANT Notices..... 29
Appendix 2 - LEGISLATIVE GUIDANCE..... 33

SECTION 1. INTRODUCTION AND CONTEXT

- 1.1. These Contract Standing Orders (CSOs) are made pursuant to section 135 of the Local Government Act 1972 and will be regularly reviewed by the Strategic Manager for Legal Services.

Principles to be Applied

- 1.2. CSOs are based on the following key principles applying:
- i. Achieving good value for money and maximising public benefit through appropriate market competition, so that we offer best value services to Isle of Wight residents.
 - ii. Being transparent to our residents and Suppliers about how we spend their money through our procurement processes so they can understand our policies and decisions.
 - iii. Ensuring compliance with the relevant public sector Procurement Regulations (the Regulations) which govern the spending of public money.
 - iv. Ensuring against any criticism or allegation of wrongdoing in the buying or commissioning of Goods, Services or Works and act, and be seen to act, with integrity.
 - v. Supporting sustainability and social value objectives, the public sector equality duty.
 - vi. To give due consideration to alignment to the Council's Procurement Strategy.

Compliance

- 1.3. These CSOs form part of the Council's Constitution and in the event of a failure to comply with the CSOs, the Council may invoke its disciplinary policy and procedure depending on all the circumstances of any such failures.
- 1.4. These CSOs apply to both Councillors and officers.
- 1.5. Consultants / third parties / anybody acting on behalf of the Council are required to operate in accordance with these CSOs and it is the responsibility of the officer contracting with the consultant / third parties/ anybody acting on behalf of the Council to ensure such compliance.
- 1.6. Every person involved in any procurement process has a responsibility to declare any Conflicts of Interest in line with Council's Conflict of Interest (Procurement and Commercial) policy, including links or personal interests that they may have with potential Suppliers.

- 1.7. Every contract to be entered into on behalf of the Council must:
- i. Be in accordance with the Council's lawful functions and within the bounds of its statutory powers.
 - ii. Comply with the Regulations, domestic legislation common law and relevant international law and treaties.
 - iii. Be let with integrity and fairness throughout and with sufficient openness to engender public and market confidence in the procurement process.
 - iv. Demonstrate that Best Value is being obtained having regard to an appropriate and realistic balance between price, quality and service considerations.
 - v. Be let through a reasonable show of competition unless there is sufficient reason to the contrary, which must be approved in advance by the Procurement Board.
 - vi. Align / comply with the Council's Corporate Plan, its Procurement Strategy and any other standing orders, regulations, policies and procedures of the Council, insofar as they are directly relevant to that contract.
- 1.8. If there is any conflict or inconsistency between the provisions of the CSOs and any legal requirement, the legal requirement shall prevail.

Scope and Application

- 1.9. The CSOs are the rules that must be followed when buying Goods, Services or Works and refer to the selection, award and entry into any contract by the Council and by any Authorised Person on behalf of the Council or Council partnership.
- 1.10. In doing so any Authorised Person shall ensure:
- i. Compliance with the Council's Financial Regulations and Scheme of Delegation.
 - ii. That a clear and consistent record keeping ensuring audit and accountability in how decisions are taken.
 - iii. Application of actions taken are proportional to procurement activity considering value and associated risks.
- 1.11. The CSOs cover all spend with external Suppliers regardless of how they are funded (for example, revenue, capital, grants, ring-fenced government money and/or any third party funding), unless defined as "Out of Scope".

Out of Scope

- 1.12. The following matters are deemed to be Out of Scope of applying the requirements of these CSOs:
- i. Employment contracts for permanent or fixed-term employment.
 - ii. Contracts solely relating to the purchase or lease or disposal of land.
 - iii. Transactions conducted by the Chief Finance Officer in respect of dealing in the money market or obtaining finance for the Council.
 - iv. Contracts for specified legal services where it would be inappropriate to open those contracts to competition. These are contracts relating to judicial, other dispute resolution proceedings, notary and services that must be carried-out by a particular person under order of a court, tribunal or act.
 - v. Contracts for arbitration, mediation, conciliation, or similar services.
 - vi. Direct payments to customers following care assessment (for example, payments under Self-Directed Support or Personal Budgets).
 - vii. Non-trade mandatory payments or settlements to third parties, e.g. insurance claims, pension payments, payments to public bodies, etc.
 - viii. Fees for services or activities like the provision of external auditors as governed or directed by others.
 - ix. Non-contractual funding arrangements (including Grant agreements under which the Council gives a Grant to third parties) provided that the terms of the funding arrangements do not constitute a contract. These would be agreements that can properly be regarded as a Grant, or payments related to internal service level agreements within the Council.
 - x. Schools with delegated budgets and their own financial governance.
 - xi. Specific licencing requirements such as TV licence or Public Entertainment Licence.
 - xii. Subscriptions to national sole source organisations like Local Government Association.
 - xiii. Contracts for the execution of either Works (or provision of Supplies or Services) where the Council has no discretion regarding whether Works are required or who must deliver them as in the case of Work to be provided by a Statutory Undertaker, e.g. works to public telecommunications network.
 - xiv. A declared emergency authorised by the Emergency Planning Officer and / or Duty Senior Officer.
 - xv. Other items which are explicitly stated as being exempt from the Regulations (as set out in Schedule 2 of the Procurement Act 2023).
- 1.13. The above list is not exhaustive, and advice should always be sought from the Procurement Team where there is uncertainty.

SECTION 2 – PROCESS FOR LETTING CONTRACTS FOR GOODS, SERVICES & WORKS

Pre-Procurement Stage “Make or Buy” Considerations

- 2.1. Before undertaking a new procurement, the following approaches should be used in the first instance where these options are deemed fit for purpose, available for use and able to demonstrate Best Value:
 - i. Use of internal Council service(s) or establishment of such service(s) where they don't currently exist.
 - ii. Use of a current compliant Council Framework or Contract.
- 2.2. Proceeding to undertake a formal Quotation or Tender process shall only be permitted where the following conditions are met:
 - i. “Make or Buy” consideration has been undertaken and it can be demonstrated conditions as set out do not apply.
 - ii. Sufficient time has been allowed for both for pre-procurement and actual running the formal process to ensure required outcomes are achieved.
 - iii. Authorisations in line with Table 2(d).
- 2.3. Where a procurement is deemed necessary care must be taken to ensure compliance with the requirements of the Regulations, including the publishing of Relevant Notices on the Central Digital Platform.

Framework Agreements, Dynamic Markets or Dynamic Purchase System

- 2.4. Where the Council has established the award of a Framework Agreement, Dynamic Market or Dynamic Purchase System purchasing from that Framework Agreement can be made provided that they comply with the scope of the agreement, necessary authority is in place and the relevant conditions are met.
- 2.5. Council established Frameworks Agreements, Dynamic Markets or Dynamic Purchase Systems to be monitored to ensure that spend does not exceed what is permitted under the arrangements set up.
- 2.6. Undertaking procurement activity and “Call offs” from Framework Agreements, Dynamic Markets or Dynamic Purchase Systems established by other third parties such as Central Purchasing Organisations or other Contracting Authorities is permitted provided that:
 - i. A procurement “Call off” or purchasing must be carried out in accordance with the rules for the operation of that agreement.
 - ii. Necessary due diligence is carried out to ensure that the Council is eligible to use the Framework Agreement, Dynamic Market or Dynamic Purchase System and that the scope covers the Council's requirements.

- iii. Where seeking to undertake a permitted direct award with a single supplier evidence can be provided as to value for money being achieved.
 - iv. Consideration has been made as to any significant negative impacts to Isle of Wight Suppliers through not competing the requirements through a Quotation or Tender process.
- 2.7. Where calling off from a Framework Agreement, Dynamic Market or Dynamic Purchase System, the issuing of individual orders for Goods, Services or Works within the scope of that call off Contract shall be permitted up to the agreed levels of spend and authorisation - see Table 2(d).

Contract value and aggregation

- 2.8. Where a procurement is required then a genuine estimate of spend is required.
- 2.9. The estimated value of a contract shall be the total value of the contract inclusive of VAT and determined in line with the Regulations.
- 2.10. This is the total consideration estimated to be payable over the full term of the contract, including all extension options, by the Council to the Supplier. Where the contract is one where no payment is made by the Council (e.g. a concession) a best estimate of the financial value to the Supplier shall be ascertained.
- 2.11. Where the contract period is indefinite or uncertain, the estimated value shall be calculated on the basis that the contract will be for a period of four years.
- 2.12. The estimated value of a Framework Agreement is the total value of all the contracts which could be entered into by the Council and (if applicable) other contracting authorities during the lifetime of the agreement.
- 2.13. Purchases of the same or similar Goods, Service or Works must not be disaggregated, including repeat purchases of the same or similar Goods, Service or Works year on year.
- 2.14. Contracts must not be artificially separated to circumvent the application of any part of the CSOs, or relevant Regulations.

Approvals

- 2.15. The commencement of a procurement process for a contract is subject to the relevant service area having already followed the appropriate decision making process as set out in the Constitution and associated scheme of delegation.
- 2.16. The giving of approval is subject to the expenditure involved having been included in approved estimates and sufficient budgetary provision having been made in the Council's capital programme or revenue budget.
- 2.17. Where relevant, proportionate and timely consultation shall take place with Councillors prior to commencing the procurement process.

Pre-Procurement Market Research / Consultation

- 2.18. Before commencing a procurement process, officers may (and in some circumstances should) conduct market consultations with a view to preparing the procurement and informing Suppliers of their procurement plans and requirements.
- 2.19. For this purpose, officers may seek or accept advice from independent experts or subject matter expert(s) or from market participants. Such advice may be used in the planning and conduct of the procurement procedure, provided it does not have the effect of distorting competition and does not result in a violation of the principles of non-discrimination and transparency.
- 2.20. Where a Supplier, or an undertaking related to a Supplier, has advised the Council or has otherwise been involved in the preparation of the procurement procedure, the officer shall take appropriate measures to ensure that competition is not distorted by the participation of that Supplier such as the communication to the other Suppliers of relevant information exchanged in the context of or resulting from the involvement of the Supplier in the preparation of the procurement procedure.
- 2.21. The Supplier concerned shall only be excluded from the procurement procedure where there are no other means to ensure compliance with the duty to treat Suppliers equally.

Advertising and competition requirements – General Note

- 2.22. The following Spend Levels apply for where the Council is seeking to undertake a quotation process or run a formal Tender.
- 2.23. In the event of any queries around the process then the first means of contact should be with the Council's Procurement Team and they must be consulted for all spend over £30,000 across the whole life of the contract (inc. VAT).
- 2.24. Spend below £200 (exc. VAT) is seen as de-minimis although Authorised Persons should ensure any spend is able to be duly accounted and accountability in line with public office.
- 2.25. Any spend on Purchase Card must be in line with individual permissions and Financial Regulations.
- 2.26. Health related contracts should follow the relevant Regulations, e.g. Provider Section Regime (or as per any successor Regulations). Procurement Team to be consulted on all proposed contracts to be formed under the Provider Selection Regime.
- 2.27. As noted in paragraph 2.4 to 2.7, Officers may seek to use a suitable Framework Agreement, Dynamic Market or Dynamic Purchase System and in doing so any competition shall be conducted in accordance with the competition rules of the Framework Agreement, Dynamic Market or Dynamic Purchase System meaning that the procurement processes set out in the sections below would not apply.

Procurement Process for Spend between £240 to below £30,000 (inc. VAT)

- 2.28. Where the evidence based estimated value of a proposed contract (including all extensions) does not exceed £30,000 (inc. VAT), the Authorised Person may contract with any Supplier that they consider competent to provide a proven best value solution.
- 2.29. The Authorised Person should search the market for a suitable Supplier and must obtain at least one quotation.
- 2.30. However, where proportional or appropriate to do so, and to ensure best value, three quotations should be sought. The higher the level of spend and / or complexity and / or risks are likely to increase the necessity to undertake three quotations.
- 2.31. If they offer best value, the Authorised Person should use an Isle of Wight-based Supplier in support of community wealth building.

Procurement Process for Spend over £30,000 (inc. VAT) but beneath the relevant Above Threshold level for Goods, Services, Light Touch or under £300k (inc. VAT) for Works.

- 2.32. Where the evidence based estimated value of a proposed contract (including all whole life costs) does not exceed Spend Levels outlined above, the process to be followed must be, either:
 - 2.32.1. An open Request for Quotation (RFQ) process which is advertised on the Central Digital Platform.
 - 2.32.2. An open Invitation for Tender (ITT) process which is advertised on the Central Digital Platform, or
 - 2.32.3. Seek a minimum of three Quotations (RFQ) or Tenders (ITT) direct from Suppliers, subject to meeting the below conditions:
 - i. There is clear benefit from limiting the direct approach through reduction of time or costs of running an open process.
 - ii. There is alignment to Council policies / procedures which would relate to the subject matter of the procurement.
 - iii. When considering the use of this provision, care must be taken to ensure that locality of the supplier does not override the fundamental competition provisions. If applied clear and recorded justification able to be given.
- 2.33. In cases where it is not deemed possible or it is considered impracticable to follow the processes as set out in paragraphs 2.32.1, 2.32.2 or 2.32.3 above, then a case must be made in the Waiver which sets out and records the reasons why the process is unable to be completed. This should be done in advance of undertaking any proposed alternative actions.

- 2.34. Care must be taken to ensure any of the processes adopted are conducting a like-for-like comparison and that quotations are evaluated on the same basis.
- 2.35. The Authorised Person must consult with the Procurement Team who will co-ordinate the set process in conjunction with the Authorised Person.
- 2.36. With the exception of Health related service contracts which fall under the Provider Selection Regime the RFQ or ITT process must be run using the principles of the Open Procedure as set out in the relevant Regulations.
- 2.37. For the chosen process then it shall be run using the Council's e-tendering system.
- 2.38. Relevant Notice requirements must be placed on the Central Digital Platform.
- 2.39. Suppliers should be given a minimum return period of 20 working days, but by exception 15 working days, to submit their formal response. When setting timescales for Suppliers to respond, due regard should be applied considering complexity and expectations to ensure genuine competition is achieved.
- 2.40. The evaluation criteria must be set out in the relevant Request for Quote (RFQ or Invitation to Tender (ITT) document. Typically, this should be as follows:
 - i. For the RFQ process it should be on the basis of lowest price of eligible bids received based against comparable Goods, Services or Works. Should there be any particular considerations required around quality requirements or outcomes sought these should be on the basis of simple "pass / fail" questions.
 - ii. For an ITT process then contracts should be awarded on the basis of the most advantageous tender (MAT), i.e. the consideration of quality / Social Value and overall costs.
- 2.41. In all cases the evaluation criteria and award mechanism must be relevant and proportionate to the subject matter of the Contract.
- 2.42. The chosen evaluation criteria and award mechanism must be clearly set out in the RFQ / ITT document.
- 2.43. The RFQ / ITT document must contain the specification of requirements, which shall lay down the characteristics of the proposed contract.
- 2.44. The Authorised Person must ensure that the Specification is not drafted in such a way that it distorts competition. Whenever practical, the Specification should focus on successful outcomes, rather than being unnecessarily prescriptive, to encourage innovation from Suppliers. The Authorised Person must also involve and seek input from relevant key stakeholders and subject matter experts within the Council, as required.

Procurement Process for over £300k (Inc. VAT) Works contracts to Below Works Threshold.

- 2.45. Where over this Spend Level then the process shall be to run an open Request for Tender (ITT) process which is advertised on the Central Digital Platform.
- 2.46. All other matters as set out in paragraphs 2.34 to 2.44 would apply.

Procurement Process for Above Threshold (Goods, Services, Light Touch or Works).

- 2.47. Where the evidence based estimated value of a proposed contract (including all whole life costs) does not exceed Spend Levels outlined above, the process to be followed must be in line with the relevant Regulations.
- 2.48. The procurement process shall be run using the Council's e-tendering system and notices must be placed on the Central Digital Platform.
- 2.49. Time periods should be no less than as set out in the relevant Regulations with any additional time considered around complexity and ensuring genuine competition is afforded.
- 2.50. Paragraphs 2.23 in relation to Procurement Team engagement and 2.41 to 2.44 related to establishing of evaluation criteria, award mechanism and specification would apply.

Procedure on Receipt of Quotations and Tenders

- 2.51. All quotations and tenders invited for contracts over £30,000 (inc. VAT) must be submitted via the Council's e-tendering system and remain unopened and anonymous until the tender deadline has elapsed.
- 2.52. The only exception to this is where Suppliers are having problems with the e-tendering system and are unable to upload their submission. The Procurement Team must have been made aware of the problem prior to the return deadline or as expediently post the deadline. In the event of any formal decision being required then this must be referred to the Procurement Team Leader.
- 2.53. Subject to paragraph 2.52 above, any pending, or late, quotation or tender returns will be rejected by the e-tendering system.

Evaluation

- 2.54. All submissions must be checked for arithmetic accuracy. If any errors are found the Supplier will be notified who shall be given the opportunity to correct the error.
- 2.55. Authorised Persons must ensure the submission is compliant with the RFQ / ITT or details as set out in the RFQ / ITT and meets the requirements and contract terms set out in or detailed in that document.

- 2.56. All submissions shall be evaluated in accordance with the designated evaluation criteria set out in the RFQ / ITT and / or set out in the RFQ / ITT document.
- 2.57. The Evaluation Panel will be made up of Council officers and stakeholders (where appropriate) who have sufficient knowledge of the contract requirements. The Procurement Team will act as scrutiniser for all Above Threshold Goods and Services procedures and for Works above £300k (inc. VAT) spend level. Below those Spend Levels or in the case of PSR related contracts this will be determined on a case by case basis.

Acceptance and Award of Quotations and Tenders

- 2.58. Prior to awarding a contract, care must be taken to ensure all necessary consents, permissions or approvals required by the Council's Constitution or otherwise have been obtained.
- 2.59. Notification of the award decision and feedback for the unsuccessful Suppliers must be issued using the e-tendering system.
- 2.60. Where the contract value is above £30,000 (inc. VAT), a contract award notice must be placed on the Central Digital Platform and where the value is Above Threshold, relevant notice requirements must be placed on the Central Digital Platform or in the case of notices under PSR to be appropriately published in line with the Regulations.
- 2.61. Where the contract value is Above Threshold, it shall be awarded in accordance with the relevant Regulations.

Contract Terms and Conditions - General

- 2.62. Wherever possible the use of the Council's standard Terms and Conditions for Contracts or Terms and Conditions approved by Legal Services should be used. Specific exceptions would be where a particular Framework Agreement has its own Terms and Conditions and in cases of Works contracts where there are standard forms of contract that can be applied, e.g. JCT / NEC / ICE, etc.
- 2.63. Where entering into Contracts with third parties, Legal Services input for all Above Threshold Contracts must be sought and on a case by case basis for Below Threshold and PSR related contracts.
- 2.64. Timely consultation must take place with the Council's contracts lawyer to determine whether any special conditions are required to be included in the Terms and Conditions.
- 2.65. The Terms and Conditions of contract must form part of the RFQ / ITT and formal Tender packs.
- 2.66. All contracts made on behalf of the Council must be in writing and executed in accordance with the CSOs and the Council's Constitution.

- 2.67. Contracts must be signed by an officer of the Council duly authorised for this purpose.
- 2.68. If the contract has a total contract value at over £250,000 (inc. VAT), then the Contract can only be made under the Common Seal of the Council attested by the Strategic Manager for Legal Services, or an officer authorised by the holder of that post.

Contract Register

- 2.69. For compliance with the Government Transparency Code all contracts over the value of £5,000 (ex. VAT) must be published onto the Council's Contract Register. It will be the responsibility of the Authorised Person to ensure this is carried out.
- 2.70. Advice on registering of Contracts should be sought from the Procurement Team.

Contract Modifications, Variations or Extensions

- 2.71. A contract variation is any change to a contract's terms and conditions (or any of its schedules or annexations) prior to the expiry of the contract and it may be either a one off item of work or service or a change for the remainder of the contract.
- 2.72. Contracts shall only be modified, varied or extended where:
- i. The Contract permits or allows the modification, variation and / or extension.
 - ii. It is in accordance with the Regulations, and
 - iii. Approval is sought in accordance with the Scheme of Delegation.
- 2.73. Approvals to modify, vary or extend a Contract must be formally recorded as part of accountability and transparency and recorded on the Contract Register as appropriate, with any amended documents being kept with the original contract.
- 2.74. Specific reference should apply to the Regulations in the case of amendments or extensions where it relates to Above Threshold contracts and / or contracts that are Below Threshold that could become "convertible" contracts.
- 2.75. If a budget has been approved, the Authorised Person for this purpose, can agree to variations up to 10 per cent (inc. VAT) for Good and Services and 15% (inc. VAT) for works of the total contract value or £150,000 (inc. VAT), whichever is lowest.
- 2.76. If the modification, variation or extension exceeds these thresholds and / or there have been cumulative variations to this contract value; or there are significant directorate implications; or changes to service levels arising from the variation (even if the variation has no financial value) approval must be sought from the Procurement Board.

TABLE 2(a) Open / Flexible Competitive Process

SPEND LEVELS (Inc. VAT)	PROCUREMENT STAGE					CONTRACT STAGE		
	Minimum process to follow. See footnote ¹ See footnote ²	Advertising opportunity on Central Digital Platform?	Use of Council electronic tendering system required?	Min. timescale for Quotation / Tendering process ³ (Days= working days)	Full application of Regulations?	Advertising Award on Central Digital Platform?	Publishing on Contract Register?	Form of Contract
Up to £240	Proceed to purchase.	No	No	n/a	n/a	No	No	Purchase order
>£240 to less than £30k	Minimum one Quotation, but where proportional or appropriate to do so, and to ensure value for money, three quotations should be sought.	No	No	7 days ³	Principles	No	Yes – for contracts over £5k	Purchase Order / standard Terms
Over £30k to Below Threshold Goods or Services (inc. Light Touch) or less than £300k Works	1) Request for Quotation (RFQ) or, 2) Invitation for Tender (ITT) or, 3) Min. three RFQs/ITTs direct from Suppliers, subject to: i. There is clear benefit from limiting the direct approach through reduction of time or costs of running an open process. ii. There is alignment to Council policies / procedures which would relate to the subject matter of the procurement. iii. When considering use of this provision, care must be taken to ensure that locality of the supplier does not override the fundamental competition provisions. If applied clear and recorded justification able to be given.	Yes Yes No	Yes	20 days or 15 days by exception ¹ .	Principles and Below Threshold elements	Yes	Yes	Purchase order and Council contract. Specific exceptions Framework Agreement having own Terms and Conditions Works contracts use of standard forms of contract e.g. JCT / NEC / ICE

¹ **Frameworks, Dynamic Markets and Dynamic Purchasing System (DPS)** – Processes do not apply for “call off / purchasing from Framework Agreements, Dynamic Markets and DPS’s. Refer to separately to section 2.4 to 2.7 of CSOs when looking to “call off / purchase” from such arrangements and TABLE 2(b).

² **Advertising** – Appendix 1 (Summary of Notices) should be referred to in connection with adverts required. Full details reference should be made to the Regulations.

³ **Timescales** - Due regard should be applied considering complexity and expectations to ensure genuine competition is achieved.

Contract Standing Orders:

With effect from 24 February 2025 or such other date set for bringing the legislation (i.e. the Procurement Act 2023) into operation

	Minimum process to follow. See footnote ¹ (previous page)	Advertising opportunity on Central Digital Platform?	Use of Council electronic tendering system required?	Minimum period of Quotation / Tendering process	Full application of Regulations?	Advertising Award on Central Digital Platform?	Publishing on Contract Register?	Form of Contract
Over £300k Works contracts to Below Works Threshold	Invitation to Tender (ITT)	Yes	Yes	20 days or 15 days by exception ¹ .	Principles and Below Threshold elements	Yes	Yes	Purchase order and Council contract executed by Council seal. Specific exceptions Framework Agreement having own Terms and Conditions Works contracts use of standard forms of contract e.g. JCT / NEC / ICE (but must be sealed).
Above Threshold (Goods, Services, or Works)	Invitation to Tender (ITT)	Yes	Yes	In line with the Regulations	Yes	Yes	Yes	Purchase order and Council contract executed by Council seal. (see above comments regards to frameworks and standard forms of contracts)

TABLE 2(b) Framework Agreements, Dynamic Markets (DM) or Dynamic Purchasing Agreements (DPS)

SPEND LEVELS (inc. VAT)	PROCUREMENT STAGE					CONTRACT STAGE		
	Minimum process to follow.	Advertising opportunity on Central Digital Platform?	Use of Council electronic tendering system required?	Minimum period of Quotation / Tendering process	Full application of Regulations?	Advertising Award on Central Digital Platform?	Publishing on Contract Register?	Form of Contract
Call off / Purchase from established Council Framework, Dynamic Market (DM) or Dynamic Purchasing System (DPS)	If authorisations in place aligned to the establishment of the Framework, DM or DPS then “call off / purchase” able to be made	No	n/a	As required or in line with the arrangements	n/a	No	Only for the overarching Framework agreement / DM or DPS.	Council Standard form of Contract
Call off / Purchase from Framework, Dynamic Market (DM) or Dynamic Purchasing System (DPS) by “others”⁵	“Call off” / Purchase” to be in line specific arrangements of framework, DM or DPS. Where option to compliantly call off direct from the arrangement then that will not require a waiver to apply.	No	Yes, where possible – in line with the arrangements as set out	As required or in line with the arrangements	Yes, if Above Threshold	No	Yes, if over £5k	Purchase order and Terms of the agreement as set by “others” Where over £250k then to be executed by Council seal.

TABLE 2(c) – Process and Transparency Notices – Contracts for Health-related services⁶

PROVIDER SELECTION REGIME ROUTE (regardless of value)	MINIMUM TENDER PROCESS	ADVERTISING OPPORTUNITY ON FIND A TENDER SERVICE	CONTRACT AWARD STAGE	PUBLISHING ON CONTRACT REGISTER	USE OF ELECTRONIC TENDERING SYSTEM	MINIMUM TENDERING TIMESCALES
Direct Award – A	Appropriate due diligence on supplier	Not applicable	Contract Award Notice	Award details captured in publication of Annual Summary	Not Applicable	Not applicable
Direct Award – B	Set qualifying criteria for expressions of interest. Appropriate Due diligence on suppliers	Not applicable	Contract Award Notice; followed by Copy of the contract must be published within 90 days (of the public contract being entered into)*	Award details captured in publication of Annual Summary	Optional	Not applicable
Direct Award – C	Satisfy requirements of incumbent's performance and nature of contract Due diligence on supplier.	Not applicable	Intention to Award Notice; followed by Contract Award Notice	Award details captured in publication of Annual Summary	Not applicable	Not applicable
Most Suitable Provider	Pre-market engagement to confirm comprehensive knowledge of market. Due diligence on supplier	Notice of Intention to follow Most Suitable Provider process	Intention to Award Notice followed by Contract Award Notice	Award details captured in publication of Annual Summary	Yes	Proportionate to requirement
Competitive Process	Formal tender process	Notice inviting Offers	Intention to Award Notice; followed by Contract Award Notice	Award details captured in publication of Annual Summary	Yes	Proportionate to requirement

TABLE 2(d) Authorisations and Approvals

Chief Officers (known as Strategic Directors) and Deputy Chief Officers (Service Directors) can approve the commencement and award of a contract. Authorisation can be delegated where written authority is made by the Chief Executive Officer (CEO) or Section 151 or Strategic Director / Service Director for their relevant area of responsibility.

Where there is a need to delegate the levels of delegated authority this will be in line with table 2(d) below:

FINANCIAL APPROVAL LEVELS (exc. VAT)	Pre-Procurement Activity Authorisation <small>Footnote⁷ Footnote⁸</small>	Means of recording (as a minimum)	Procurement Award Authorisation	Means of recording (as a minimum)
Up to £240	No approval required - Proceed to purchase.	n/a	n/a	Where possible a receipt
>£200 to less than £30k	Officers with written authority to act on behalf of relevant Strategic Director / Service Director / CEO or Section 151.	Proportional record such as email or file note.	Officers with written authority to act on behalf of relevant Strategic Director / Service Director / CEO or Section 151.	Proportional record such as email or file note.
Over £30k to Below Threshold Goods or Services (inc. Light Touch) or less than £300k Works	Officers with written authority to act on behalf of relevant Strategic Director / Service Director / CEO or Section 151.	Sourcing strategy (template).	Officers with written authority to act on behalf of relevant Strategic Director / Service Director / CEO or Section 151.	Proportional record such as email or file note.
Above Threshold (Services / Works) or over £250k Works to less than £1m	Officers with written authority to act on behalf of relevant Strategic Director / Service Director / CEO or Section 151.	Sourcing strategy (template).	Officers with written authority to act on behalf of relevant Strategic Director / Service Director / CEO or Section 151.	Contract Award Template.
Above £1m to below £5m	Strategic Director / Service Manager.	Sourcing strategy (template).	Strategic Director / Service Manager.	Contract Award Template.
Over £5m	Chief Executive Officer or Section 151 and other Director	Sourcing strategy (template).	Chief Executive Officer or Section 151 and other Director	Contract Award Template.

SECTION 3 OTHER CONSIDERATIONS - PROCEDURAL

Waivers

- 3.1. Waivers of the CSOs may be sought in unforeseen or exceptional circumstances.
- 3.2. Waivers must not be sought for reasons of poor planning nor as a means to bypass the CSOs and cannot be granted if they would contravene the relevant Regulations or any other applicable legislation.
- 3.3. Any of the requirements of these CSOs may be waived in an individual case with approval of the Director of Corporate Services (or officer authorised to act in their absence) having taken advice from the Procurement Board.
- 3.4. A request for the issue of a Waiver must be made in writing, using the prescribed form. The decision, in response to the request, must also be in writing. No action shall be taken to enter into the contract until such request has been submitted and the decision made.
- 3.5. Where a contract has been awarded following the approval of a Waiver this will be recorded on the Council's Contracts Register. No waiver is granted retrospectively, unless in exceptional circumstances at the discretion of the Procurement Board.

Direct Award (Above Threshold)

- 3.6. Where the Council considers applying a Direct Award to a Supplier then specific reference should be applied to the Regulations in conjunction with the Procurement Team.

Light Touch Contracts

- 3.7. When dealing with a Light Touch contract direct references should be made to the Regulations, noting that not all provisions of the Regulations need to be followed in full or in part.

Social Care and Education Placements

- 3.8. Social Care and Education Placements fall under the Light Touch regime, which allows additional flexibility in how contracts can be procured compliantly. Wherever possible for majority of placements to be made via a compliant competitive route e.g. by established contracts or frameworks.
- 3.9. However, it is recognised that in some instances it may not be possible for all placements to be provided for under a competitively procured arrangement.

Contract Standing Orders:

With effect from 24 February 2025 or such other date set for bringing the legislation (i.e. the Procurement Act 2023) into operation

- 3.10. Placements should be procured in a way that meets the following responsibilities:
- i. Safeguards and protects the service users, the Council, and the public.
 - ii. Ensures that the Council obtains good value for money.
 - iii. Prevents corruption.
 - iv. Bases decisions on a clear rationale and criteria.
 - v. Provides a transparent and auditable record of that decision in line with the Council's democratic processes.
 - vi. Involves informed decisions being taken by an appropriate officer.
 - vii. Meets any other responsibilities set out in legislation, such as the Care Act (2014) or the Children and Families Act (2014).
- 3.11. In the first instance there is the expectation to use existing or put in place compliant frameworks or contracts to ensure transparency, fairness and equal treatment.
- 3.12. If compliant contracts or frameworks have been exhausted and none of the Suppliers can meet the requirements for the service user they are wishing to place, or where in particular service user seeks choice outside of the compliant arrangements then "off contract" or "spot purchase" spend would be permitted when all of the following criteria are met:
- 3.12.1. The proposed supplier meets all the necessary standards.
 - 3.12.2. An informed and documented decision has been made about the service user's best interests.
 - 3.12.3. Relevant care commissioning policies have been followed in full.
 - 3.12.4. One or more of the following additional criteria are met.
 - i. Suppliers on compliantly procured frameworks or contracts have been approached, given opportunity to respond (allowing any timescale obligations in the compliant framework) but cannot meet the need through lack of capacity and/or capability; or
 - ii. There is a need to extend a contract with the existing care Supplier as a change in provider would cause an unacceptably negative impact on the care or education of the service user; or
 - iii. There is a legal obligation for the service user to be able to make a decision on their care and compliant options have been presented to the service user wherever possible, but the service user has chosen a Supplier with whom the Council do not have a compliant contract (due regard should be made to the Regulations particularly Schedule 5); or
 - iv. There has been a Court order that has determined the Supplier.

- 3.13. Where placements are made outside of compliant contracts or frameworks then relevant evidence should be recorded and retained of why the decision was taken.

Performance Reporting

- 3.14. Unless awarding a framework, a concession contract or Light Touch contracts, the Council will set and publish at least three key performance indicators (KPIs) before entering into a public contract for more than £5 million.

Collaborative Working

- 3.15. In order to secure best value, the Council may enter into collaborative procurement arrangements with another local authority, government department, statutory undertaker or central purchasing body.
- 3.16. Any contracts entered through collaboration with other local authorities or public bodies, where a competitive process has been followed that complies with the equivalent of the procurement rules of the leading organisation (but does not necessarily comply with the CSOs), will be deemed to comply with the CSOs and no exemption will be required.

Provider Selection Regime / Health Related Contracts

- 3.17. In relation to Health-related services covered by the NHS England PSR Regulations, direct-award processes A, B or C, or the Most Suitable Provider process, can be carried out provided it is evidenced as being applicable to a particular contract (see Table 2(d) above).

SECTION 4 OTHER CONSIDERATIONS - POLICY

Social Value and Sustainability

- 4.1. [The Public Services \(Social Value\) Act 2012](#) places an obligation on the Council to consider the economic, social and environmental well-being of the local area at the pre-procurement stage of the procurement process for service contracts over the statutory threshold.
- 4.2. The Council will also proportionally apply this to all contracts with a whole life value of over £30,000 (inc. VAT), where it is deemed appropriate.
- 4.3. For all Above Threshold tenders, where appropriate and proportional to do so, social value will be evaluated as part of the tender award criteria.
- 4.4. In addition, the locality of the supplier may be a relevant consideration where the Council considers it necessary or expedient to do so to enable or facilitate compliance with a duty imposed on it by the relevant Regulations or the Public Services (Social Value) Act 2012.
- 4.5. For all Above Threshold tenders, where appropriate and proportional to do so, Social Value and sustainability will be evaluated as part of the tender award criteria. Sustainable procurement offers the Council the opportunity to encourage and work collaboratively with Suppliers to adopt practices that minimise environmental and social impacts.
- 4.6. There should include due consideration to the [Council's Climate and Emergency Strategy](#) and accompanying action Plans, as well as the impact of the decision on the Island's designation as a [UNESCO Biosphere](#) and the biodiversity, environment, and sustainable growth of the area designated.
- 4.7. Authorised Persons must consider minimising the impact of the contract on the environment whilst also acquiring Goods, Services or Works at a competitive rate, and are required to consider ways of procuring more resource and energy efficient alternatives.
- 4.8. Due regard to be applied for any Below Threshold procurements.

Subsidy Control

- 4.9. Subsidy Control rules must be considered in situations or circumstances where the proposed arrangement may provide an advantage through state resources on a selective basis to any organisation(s) that could potentially distort international competition and / or trade.

Equality and Diversity

4.10. To ensure that the Council procures Goods, Services or Works in a way which promotes equality, officers must, where appropriate:

- i. Seek information on a Supplier's equality policies and practices and evaluate.
- ii. Include equality clauses in contracts to ensure Suppliers meet relevant statutory duties.
- iii. Encourage small and medium enterprises, minority and voluntary groups to tender for suitable contracts and create evaluation criteria that do not disadvantage these groups.
- iv. Have due regard to the Equality Act 2010.

SECTION 5

DEFINITIONS SECTION

Above Threshold spend means spend thresholds set for public sector procurement of Goods, Services or Works that is above the Regulation thresholds as set by the Government and set out within the Regulations and any subsequent Public Procurement Notices (PPNs) as annually published.

Authorised Person(s) means any Officer or appointed person acting as a representative on behalf of the Council in pursuant of matters related to the application of the CSOs.

Below Threshold spend means spend thresholds set for public sector procurement of Goods, Services or Works that is below the Regulation thresholds as set by the Government and set out within the Regulations and any subsequent Public Procurement Notices (PPNs) as annually published.

Best Value means the duty on Local authorities as set out in the Local Government Act 1999 whereby they must legally deliver what is termed '[Best value standards and intervention: a statutory guide for best value authorities](#)' a council must be able to show that it has arrangements to secure continuous improvement in how it carries out its work.

Central Digital Platform means the governments public facing electronic portal for the publication of all Relevant Notices in relation to regulated public sector Procurement.

Conflict of Interest means the consideration of conflicts which may exist for any Officer, Councillor or Authorised Person in line with the Council's Conflicts of Interest (Procurement and Commercial Activity) Policy.

Contract means a formal agreement between the Council and a Supplier that has been set up with the expressed intention of supporting the delivery of Goods, Services or Works.

Contract Register means the electronic register for storing and documenting Contract information and associated documents. At the time of drafting these Rules shall mean Due North.

Contract Standing Orders means these rules setting out how the Council contracts with third party Suppliers which form the Standing Orders in relation to Contract spend In line with section 135 of the Local Government Act 1972.

Direct Award means the award under Chapter 3 of the Procurement Act 2023

Framework Agreement means agreements as set out in the Public Sector Procurement Regulations.

Goods means the provision spend on Supplier for the Council as set out in public sector procurement Regulations.

Government Transparency Code means this [Local Government Transparency Guidance \(Transparency Code 2015\)](#).

Grant means a payment made by the Council to help the recipient (e.g. charity) to delivery an agreed outcome but has no contractual basis. Whilst typically provided subject to conditions that state how the Grant shall be used (for example to support the wider objectives of the Council in promoting the social, economic or environmental well-being within their communities) the grant funder (e.g. the Council) gets no direct service delivery in return. Usually preceded for award of a Grant by a call for proposals. The Grant offer letter will normally set out general instructions as to how this is to be achieved and any particular conditions in regard to claw back if those wider objectives are not met.

Invitation to Tender (ITT) or Tender means a tender procedure, either Below or Above Threshold, which considered quality and price against Most Advantage Tender as set out in the Regulations.

Light Touch means appropriate Contracts which able to be subject to Light Touch procedure as defined within the Regulations.

Procurement Team means the internal team within the Council responsible for strategic procurement matters.

Public Sector Procurement Regulations (the PSR Regulations) shall means (i) Public Contract Regulations 2015 for any public procurement commenced prior to 28 October 2024, or (ii) the Procurement Act 2023 for procurement and contracts commenced after 28 October 2024 (as amended and/or any successor legislation) (iii) The Health Care Services (Provider Selection Regime) 2023 where procuring health care services.

Request for Quotation (RFQ) or Quotation means a quotation procedure for seeking quotations from a Supplier for Goods, Services or Works, that are Below Threshold and is ultimately determined against lowest price.

Relevant Notices means the formal transparency notices as set out in the Regulations.

Scheme of Delegation means the Council's rules in respect of authorisations of spend in line with individual responsibilities of Officers and the Councillors of the Council as set out in the Constitution.

Services means the provision spend on Services for the Council as set out in public sector procurement Regulations.

Spend Levels means general levels as set by the Council related to spend with third parties.

Subsidy Control means State Subsidy as set out in the [Subsidy Control Bill](#) that sets out a legal framework and setting out conditions within which public authorities can provide subsidies to businesses. The Bill places an obligation on public authorities to consider seven subsidy control principles before granting a subsidy.

Supplier means third party companies, organisations, or legal entities, including sole traders for the provision of Goods, Services or Works as set out by the Regulations.

Terms and Conditions means the Council's formally agreed Terms and Conditions.

Thresholds means general thresholds as set out as part of the Regulations.

Value for Money means optimum combination of whole-life cost and quality (or fitness for purpose) to meet the customer's requirement which includes consideration of Social Value.

Waiver means an agreed action to set aside a requirement, or requirements as strictly set out within these rules and the process to be undertaken to give consideration to whether a waiver is granted to set aside a requirement, or requirements as set out in these Rules.

Works means the provision spend on Works for the Council as set out in Public Sector Procurement Regulations.

APPENDIX 1 – SUMMARY OF RELEVANT NOTICES⁴

Summary Extracts from

- [Guidance – Transparency Module 2](#)
- [Contract Award Notices and Standstill](#)
- [Guidance: Contract Details Notices:](#)

Notes: Relevant Exemptions to the Council: table has had references to Private Utilities, Defence and NI / Welsh Authorities removed.

Stage	Ref	Notice name	Requirement	Purpose / variations	Relevant Exemptions ⁵
Plan	UK1	Pipeline notice	Mandatory (for organisations where spend is £100m+ PA) 18-month forward-look at planned procurements £2m+ value	<ul style="list-style-type: none"> • N/A 	
Define	UK2	Preliminary market engagement notice	Mandatory where pre-market engagement is anticipated or has taken place (or, explain in the tender notice reason for not publishing)	<ul style="list-style-type: none"> • N/A 	
Procure	UK3	Planned procurement notice	Optional and best practice advises the market of an upcoming procurement. A qualifying planned procurement notice can reduce tender timescales to 10 days	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A

Contract Standing Orders:

With effect from 24 February 2025 or such other date set for bringing the legislation (i.e. the Procurement Act 2023) into operation

Stage	Ref	Notice name	Requirement	Purpose / variations	Relevant Exemptions ⁵
Procure	UK4	Tender notice	Mandatory when undertaking an open or competitive flexible procedure (including to establish a framework and award a contract under an existing dynamic market) or a regulated below-threshold procedure	<ul style="list-style-type: none"> • Below-threshold tender notice • Tender notice: open procedure • Tender notice: competitive flexible • Tender notice: frameworks • Tender notice: dynamic markets (for procurements awarding a contracting using an existing dynamic market or utilities dynamic market - not to establish a new dynamic market) • Tender notice: utilities dynamic markets 	
Procure	UK5	Transparency notice	Mandatory when undertaking a direct award (publish prior to award)	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Direct award: user choice contracts
Procure	UK6	Contract award notice	Mandatory communicates the outcome of the procurement and (commences standstill prior to awarding a contract open or competitive flexible procedure)	<ul style="list-style-type: none"> • Contract award notices except those published by private utilities • Contract award notices published by private utilities • Contract award notices published by private utilities: direct awards • Contract award notices published by private utilities: frameworks 	<ul style="list-style-type: none"> • Direct award: user choice contracts
Procure	UK7	Contract details notice	Mandatory details of the awarded contract (including the redacted contract, for public contracts £5m+ and KPI information)	<ul style="list-style-type: none"> • Contract details notice: open or competitive flexible procedure • Contract details notice: frameworks 	<ul style="list-style-type: none"> • Direct award: user choice contracts • Framework contract - exempt from KPIs

Stage	Ref	Notice name	Requirement	Purpose / variations	Relevant Exemptions ⁵
				<ul style="list-style-type: none"> Contract details notice: public contracts awarded in accordance with frameworks Contract details notice: direct award Contract details notice: below-threshold contracts 	<ul style="list-style-type: none"> Light touch - exempt from KPIs Concession contracts - exempt from KPIs
Manage	UK8	Contract payment notice	Mandatory details of payments over £30,000 made under a public contract (quarterly)	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Concessions contracts Contracts awarded by a school.
Manage	UK9	Contract performance notice	Mandatory to report: a. annual KPI scores for public contracts valued £5m+ b. poor supplier performance / breach of contract (within 30 days of event)	<ul style="list-style-type: none"> Performance against KPIs Notification of supplier poor performance / breach of contract 	<ul style="list-style-type: none"> Light touch - exempt from both Concession contracts - exempt from publishing KPIs only
Manage	UK10	Contract change notice	Mandatory prior to a qualifying modification taking place (copy of modified contract for public contracts over £5m)	<ul style="list-style-type: none"> Convertible contracts: contract change notice 	<ul style="list-style-type: none"> Light touch contracts
Manage	UK11	Contract termination notice	Mandatory when a public contract ends	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Direct award: user choice contracts
Procure	UK12	Procurement termination notice	Mandatory where, after publishing a tender or transparency notice, the process is terminated without awarding a contract	<ul style="list-style-type: none"> N/A 	

Stage	Ref	Notice name	Requirement	Purpose / variations	Relevant Exemptions ⁵
Procure	UK13 to 16	Dynamic market notice	Mandatory when advertising, establishing, changing or terminating a dynamic market	<ul style="list-style-type: none"> • Utilities dynamic market notice • Qualifying utilities dynamic market notice 	
Manage	UK17	Payments compliance notice	Mandatory details of contracting authority performance against 30-day payment terms (twice annually)	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Concessions contracts • Contracts awarded by a school

APPENDIX 2 - LEGISLATIVE GUIDANCE

Procurement Act Regulations 2024

The main supporting legislation that implements various aspects of the **Procurement Act 2023** is the Procurement Act Regulations 2024, which will come into force at the same as the Procurement Act 2023 (on 28 October 2024).

The Procurement Act 2023

- Revokes the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Utilities Contracts Regulations 2016 and the Defence and Security Public Contracts Regulations 2011
- Establishes a new public procurement regime regulating procurement in England, Wales and Northern Ireland

Public Contracts Regulations 2015

- The former main legislation for all public procurement activity commenced on or after 26 February 2015. Any procurements or contracts commenced prior to the 28 October 2024 will continue to have this legislation applied.

The Health Care Services (Provider Selection Regime) Regulations 2023

- The Provider Selection Regime (PSR) came into force on 1 January 2024, as part of regulations made under the Health and Care Act 2022.
- The NHS Provider Selection Regime (PSR) replaces all other processes in England for healthcare service procurement by relevant authorities.
- The PSR Regulations do not apply to Goods and non-health care services (for example medicines, medical equipment, cleaning, catering, business consultancy services, social care) unless those Goods or services are procured alongside relevant health care services where those relevant health care services are the main subject-matter of the contract and those additional Goods or Services could not reasonably be supplied under a separate contract (i.e. a “mixed procurement”).

There are three types of procurement provider selection processes: direct award processes; most suitable provider process; competitive process.

For those Procurement activities that fall within this scope, specific Procurement advice must be sought.

Contract Standing Orders:

With effect from 24 February 2025 or such other date set for bringing the legislation (i.e. the Procurement Act 2023) into operation