

Contract Standing Orders

~~June 2023~~ October 2024

1 INTRODUCTION

- 1.1 These Contract Standing Orders (CSOs) are made by the Authority in accordance with Section 135 of the Local Government Act 1972. The CSOs set out the responsibilities of Officers and the procedures to be followed when conducting the procurement of goods, works or services on behalf of South Yorkshire Pensions Authority (SYPA).
- 1.2 Any Officer conducting a procurement exercise on behalf of SYPA must familiarise themselves with these CSOs, which must be read and acted upon in conjunction with the Authority's constitution and in particular the financial regulations and scheme of delegation.
- 1.3 By following the requirements of these CSOs Officers will be supported to conduct procurement exercises that:
 - (a) comply with the Authority's strategic objectives, procurement strategies, policies and statutory legal obligations
 - (b) promote the fundamental principles of public sector procurement, i.e. being to treat economic operators equally and without discrimination and for the Authority to act in a transparent and proportionate manner; and
 - (c) are capable of withstanding challenge by being effective, efficient and robust.
- 1.4 A Gateway Approval form (available on the procurement area of SharePoint) should be used for all procurement exercises, and this will assist officers in complying with these contract standing orders and documenting the required approvals and decisions at each stage of the procurement.

2 SCOPE AND COMPLIANCE

- 2.1 All of the Authority's contracts for works, supplies or services as defined in the Procurement Act 2023 (or, for contracts entered into prior to 28 October 2024, the Public Contracts Regulations 2015) must be entered into in accordance with these CSOs.
- 2.2 In the event that there is any doubt regarding the scope or application of these CSOs this should be referred to an authorised Officer listed at 4.4 for further guidance and instruction.
- 2.3 Where the estimated value of a contract:
 - (a) exceeds the Procurement Act 2023 (PA2023) Threshold Amounts set out in Schedule 1 to the Act, and PA2023 applies to the procurement of the contract, the contract must be tendered in accordance with PA2023;
 - (b) is below the PA2023 Threshold Amounts set out in Schedule 1 to the Act but exceeds the relevant threshold prescribed by regulation 87 of the Act, and PA2023 applies to the procurement of the contract, then the contract **must** be tendered in accordance with the rules in Part 6 of the Act (Below Threshold Contracts).

and in all cases, where possible, these CSOs.

- 2.4 In the event that these CSOs are not compatible with:
- (a) the requirements of **the Procurement Act 2023** then the requirements of the Act shall take precedence and apply; and/or
 - (b) the requirements of other applicable government guidance (including, but not limited to, the **National Procurement Policy Statement**), then the requirements of the government guidance shall take precedence and apply.
- 2.5 Officers and Members must exercise the highest standards of conduct, integrity and impartiality when involved in the procurement, award and management of contracts and have particular regard to the requirements of the code of conduct regarding relationships with suppliers.

3 EXEMPTION TO COMPETITION REQUIREMENTS

- 3.1 The contracts contained in **Schedule 2 (Exempted Contracts) of the Procurement Act 2023** (without limitation) are exempt from the requirement for competitive tendering. Exemptions that may be relevant to the Authority are covered below.
- 3.2 Contracts of employment that make the individual a direct employee of the Authority. For the avoidance of doubt, these CSOs do apply to the procurement of agency/recruitment services, the appointment of interim Consultants/Contractors and the provision of short-term agency workers.
- 3.3 Additional works, supplies or services that are required under an existing contract are permitted where **Schedule 8 (permitted Contract Modifications) of the Procurement Act 2023** applies:
- ~~(a) — where regulation 72(1)(b) of the Public Contracts Regulations 2015 or regulation 43(1)(b)(i) of the Concession Contracts Regulations 2016 applies — (i) the additional works, supplies or services have become necessary; (ii) a change of contractor or concessionaire cannot be made for economic or technical reasons and would cause significant inconvenience or duplication of costs to the Authority; and (iii) any increase in price does not exceed 50% of the value of the original contract; or~~
 - ~~(b) — where regulation 72(1)(c) of the Public Contracts Regulations 2015 or regulation 43(1)(c) of the Concession Contracts Regulations 2016 applies — (i) the need for the additional works, supplies or services could not have been foreseen by a diligent contracting authority; (ii) the modification does not alter the overall nature of the contract; and (iii) any increase in price does not exceed 50% of the value of the original contract; or~~
 - ~~(c) — where regulation 72(5) of the Public Contracts Regulations 2015 or regulation 43(1)(f) or (5) of the Concession Contracts Regulations 2016 applies — (i) the value of the modification is below the value of the Public Contracts Regulations 2015 Threshold or the Concession Contracts Regulations 2016 Threshold (as applicable); (ii) the value of the modification is below 10% of the value of the initial supply, services or concession contract or 15% of the value of the initial works contract (as calculated in accordance with the Public Contracts Regulations 2015 or Concession Contracts Regulations 2016, as applicable); and (iii) the modification does not alter the overall nature of the contract or framework agreement.~~

- (a) the modification provides for the supply of goods, services or works in addition to the goods, services or works already provided for in the contract or
- (b) if using a different supplier would result in the supply of goods, services or works that are different from, or incompatible with, those already provided for in the contract
- (c) the contracting authority considers that the difference or incompatibility would result in (i) disproportionate technical difficulties in operation or maintenance or other significant inconvenience, and (ii) the substantial duplication of costs for the authority, and
- (d) the modification would not increase the estimated value of the contract by more than 50%.

Where a contract variation is required, this must be executed in accordance with CSO 23.1. Approval to use this exemption must be supported by the submission of a business case (Appendix 2) to the Authorised Officer listed at 4.4.

- 3.4 Contracts for financial services set out in [Schedule 2 \(Exempted Contracts\) of the Procurement Act 2023](#).
- 3.5 Legal services contracts and arbitration services that fall within the exemptions set out in [Schedule 2 \(Exempted Contracts\) of the Procurement Act 2023](#).
- 3.6 Contracts for supplies or services acquired from a central purchasing body or for works, supplies or services acquired by using contracts awarded by a central purchasing body, using a dynamic purchasing system operated by a central purchasing body or using a framework agreement concluded by a central purchasing body, providing in each case, this complies with the requirements of [Schedule 2 \(Exempted Contracts\) of the Procurement Act 2023](#).

4 DELEGATED AUTHORITY

- 4.1 Procurement exercises carried out on behalf of the Authority may only be undertaken by officers with the appropriate delegated authority to carry out such tasks as set out in the Authority's scheme of delegation. Officers with delegated authority may only delegate to other officers who have the appropriate skills and knowledge appropriate to the task.
- 4.2 Within approved budgets and in accordance with the Annual Procurement Plan where applicable, Authorised Officers may enable members of their staff to place orders against Framework Agreements.
- 4.3 The decision to award any contract which falls above [the Procurement Act 2023 Threshold](#), or which involves any potential TUPE transfer of the Authority's employees to a Supplier shall be made by the Authority.
- 4.4 The Director, the Assistant Director - Resources, the Assistant Director - Investment Strategy, the Assistant Director - Pensions, Head of Finance and Performance, Head of Governance and Corporate Services and Head of ICT are empowered to seek offers for and award contracts for works, supplies, services or concessions on behalf of the Authority in accordance with these Standing Orders. These officers are empowered to

authorise any other suitable officer to lead a procurement process on their behalf, such must be in writing and refer to one or more specific procurement process(es).

- 4.5 Whenever one of the offices specified above is vacant, or he/she is for any reason unable to act, the person(s) specified below shall be authorised to act on his/her behalf for the purposes of these Standing Orders.

Office	Alternate Authority During Vacancy or Inability to Act
Director	Any Assistant Director
Assistant Director – Resources	Director or Any Assistant Director or Head of Finance and Performance
Assistant Director – Investment Strategy	Director or Any Assistant Director or Head of Finance and Performance
Assistant Director – Pensions	Director or Any Assistant Director or Head of Finance and Performance
Head of Finance and Performance	Director or Assistant Director – Resources
Head of Governance and Corporate Services	Director or Assistant Director – Resources or Head of Finance and Performance
Head of ICT	Director or Assistant Director – Resources of Head of Finance and Performance

5 CONFLICTS OF INTERESTS

- 5.1 Under Legislation, Contracting Authorities have a duty to both identify and mitigate any conflicts of interest, or potential conflict of interest.
- 5.2 An “interest” includes a personal, professional or financial interest and may be direct or in-direct. A conflict of interest arises where a person acting on behalf of the Authority in relation to the procurement has a conflict of interest.
- 5.3 Where a conflict of Interest is identified the Authority must undertake all reasonable steps to ensure that a conflict of interest does not put a supplier at an unfair advantage or disadvantage in relation to the procurement. A mitigation may include the removal of the individual(s) identified as having the conflict of interest being removed from the process, or potentially may result in a supplier being removed from the process.
- 5.4 For all Above Threshold procurement processes a Conflicts Assessment must be undertaken in accordance with section 83 of the Procurement Act 2023 prior to a tender or transparency notice being published. The assessment must be reviewed and updated at each stage of the procurement, including the contract management stage.

6 PRE-PROCUREMENT REQUIREMENTS

- 6.1 Prior to undertaking a procurement exercise, Officers must ensure that:
- 6.2 They have ruled out the possibility of the service being provided in-house.
- 6.3 All appropriate advice has been obtained including legal, financial, insurance and other professional advice such as procurement, health and safety and risk management.
- 6.4 Key stakeholders including elected members and Trade Unions if TUPE might apply have been identified and consulted.
- 6.5 The contract value is calculated in accordance with **Procurement Act 2023** including whole life costs for the duration of the contract and any period of extension and/or continuing costs.
- 6.6 The proposed expenditure is contained within an approved budget in accordance with the Authority's Financial Regulations.
- 6.7 Contracts are not disaggregated into 2 or more separate contracts in an attempt to avoid **the Procurement Act 2023**, or to avoid competition.
- 6.8 Where the procurement is subject to **Part 3 (Award of Public Contracts and Procedures) of the Procurement Act 2023**, consideration must be given to dividing the contract into smaller lots. Where this is not possible the main reasons for the decision not to subdivide into lots shall be included in the procurement documents or post evaluation report.
- 6.9 Any risks associated with the procurement are identified, assessed, and recorded together with the actions required to manage them.
- 6.10 An initial equality impact assessment is carried out to ascertain whether a more detailed Equality Impact Assessment (EIA) is required to inform the procurement process and subsequent contract management.
- 6.11 **The Authority also has an obligation under Legislation, for both Above and Below Threshold procurement processes, to have regard to the fact that small or medium sized enterprises (SME's) may face particular barriers to participation and therefore the Authority must consider whether such barriers can be removed or reduced.**
- 6.12 Taking advice where necessary, the procurement is properly categorised for the purpose of **the Procurement Act 2023** as being works, supplies, or services, and that any Light Touch Services are correctly identified.

7 EXISTING ARRANGEMENTS & FRAMEWORKS

- 7.1 Where an existing corporate contract is in place with a Supplier for specific goods or services, then these should be used unless there are exceptional reasons why this would not be the best course of action.
- 7.2 In all cases, where no existing corporate contract is in place, consideration should be given to whether existing external arrangements would be appropriate such as the use of public service purchasing consortia (e.g. YPO, ESPO, NEPO, national LGPS

frameworks) or existing frameworks in order to benefit from the advantages listed below.

- 7.3 The use of frameworks can save significant time and money, whilst still meeting the Authorities specific requirements. The benefits for the Authority include:
- (a) Fast, efficient, easy to use legally compliant frameworks that can reduce the cost and time associated with procurement processes
 - (b) Significant reduction in procurement timescales
 - (c) Reduced procurement costs
 - (d) Pre-agreed terms and conditions
 - (e) Ceiling prices that can be further reduced by competition at call off.
- 7.4 The framework may include a requirement for a mini competition exercise and this shall be tendered in accordance with the framework agreement and where possible these CSOs.
- 7.5 Due diligence must be carried out to ensure it is legally viable for the Authority to make use of any such consortia arrangement or framework.

8 NOMINATED SUB CONTRACTORS

8.1 If a sub-Contractor or sub-Consultant is to be nominated or named to a main Contractor, they must be procured in accordance with these Contracts Standing Orders and under terms that are compatible with the main contract. The procurement documents should require that the nominated Contractor or Consultant must also be willing to enter into:

- (a) a contract with the main contractor on terms which indemnify the main contractor against the main contractor's own obligations under the main contract in relation to the work or goods or materials included in the sub-contract.

OR

- (b) an agreement to indemnify the Authority in such terms as may be prescribed.

9 MANAGING SUPPLIER RISK

9.1 Officers must consider any steps necessary to protect the Authority's interests in the event of contractor default. Officers should assess whether additional security is required in the form of a bond, guarantee and retention or, where performance is required by a particular date and where delay would have financial consequences for the Authority, provision for liquidated damages. This consideration should be based on risk to the Authority taking account of the circumstances, including:

- (a) value of the Contract
- (b) impact on business operations

- (c) type of Goods, Services or Works being procured
- (d) payment profile of the Contract
- (e) financial strength of the Suppliers in the market
- (f) affordability and proportionality.

9.2 Under the Procurement Act 2023, a debarment list of “excluded suppliers” will be maintained by central Government. The Authority must review those suppliers bidding for tenders or being awarded contracts by other means, to ensure that the supplier is not on the debarment list. Any supplier on the debarment list must be treated as an excluded supplier and removed from the procurement process and / or not be awarded a contract.

9.3 An “excludable supplier” is any supplier that a discretionary exclusion ground (as set out in the Procurement Act 2023) applies to. These are typically related to companies being prosecuted (e.g., for environmental breaches), on financial grounds or for any other permissible discretionary criteria specified by the Authority in the tender.

9.4 The Authority may choose to exclude an excludable supplier from a procurement process if it has notified the supplier of the reason why it is being proposed to exclude them and the supplier has been given the opportunity to satisfactorily explain or mitigate the reasons for the exclusion to the Authority.

9.5 Where the Authority is potentially excluding a supplier on the grounds of an associated person (e.g. a sub-contractor), the supplier must first be given the opportunity to replace that person.

10 CONTRACT VALUES

All values stated in these CSOs are inclusive of VAT.

10.1 **Low Value Procurement:** Purchasing up to ~~£5,000~~ **£30,000**

- (a) Where no existing contract provider or framework is available, variations in quality are minimal or there is no requirement to evaluate the quality of the goods, services or works, formal issue of a tender/quotation document is not required. Officers should satisfy themselves that they have obtained, and kept a record of, an adequate amount of comparative pricing information to ensure that the best value in terms of economy, efficiency and effectiveness is obtained. The purchase order form shall specify the services, supplies or works to be provided and set out the price and payment terms.
- (b) **Any awarded contract with a value greater than £5,000 shall be recorded on the Contract Register on SYPA tender.**

10.2 **Low to Intermediate Value Procurement** ~~£5,000 – £30,000~~ **£30,000 - £75,000**

- (a) In all cases the procurement opportunity and subsequent contract award must be published on **SYPA tender** (or other equivalent electronic procurement system used by the Authority). **A Gateway Approval document must also be completed, and each procurement stage approved and signed.**

- (b) Where no existing contract provider or framework is available, formal competition is required. Where there are a sufficient number of providers in the market, the contract opportunity should be openly advertised or at least three written quotes invited via **SYPAtender** (or other equivalent electronic procurement system used by the Authority).
- (c) In exceptional circumstances and considering all the information available an Officer may decide that it is justified to invite less than 3 quotations. In this situation a waiver form (Appendix 1) must be completed and approved before proceeding.
- (d) The quotation template document shall be used by the Officer which describes as a minimum the services/goods/works to be provided and/or an explanation of the outcomes to be met. The methodology that the Authority will use to evaluate the quotes must be clearly explained and the quotation document must be made available electronically via **SYPAtender** (or other equivalent electronic procurement system used by the Authority). This is to ensure that all bidders shall be provided with exactly the same information and to ensure equal treatment.
- (e) The Officer should consider whether the procurement would be of interest to local Suppliers with their headquarters in South Yorkshire and, if it would, at least 2 quotations should be invited from these organisations.
- (f) The use of a pre-qualification stage in procurements which are below the relevant **Procurement Act 2023 Threshold** for supplies and services is not permitted. Although the use of the Crown Commercial Service (CCS) Standard Selection Questionnaire is not permitted, the exclusion questions and standard selection questions may be used as a guide in developing appropriate and proportionate questions to be used in a one-stage procurement process. Those questions may be used to assess the suitability, capability, legal status, and financial standing of a potential Supplier, provided that the questions are relevant and proportionate to the contract.
- (g) All bids received shall be treated as confidential and will not be used for any other purposes other than that for which they were sought.
- (h) Negotiation should only take place if the quotation documents state that it may take place. Negotiations must be conducted by at least two appropriately authorised Officers and full written records of negotiations must be kept.
- (i) The awarded contract shall be recorded on the Contract Register on **SYPAtender and, where the contract value is over £30,000, on the Central Digital Platform.**

Intermediate Value Procurement £30,000 – £75,000

~~In addition to the requirements of 9.2 Officers conducting procurements valued at £30,000 or more must ensure that the opportunity is published on YORtender (or other equivalent electronic procurement system used by the Authority) and, if not invitation only or where the Authority otherwise advertises the contract award opportunity, also on Contracts Finder.~~

~~Contract award details must be published on YORtender (or other equivalent electronic procurement system used by the Authority) and Contracts Finder.~~

10.3 High Value Procurement £75,000 to **Procurement Act 2023** Threshold

- (a) In addition to the requirements of CSO 10.2 the Officer conducting the procurement should comply with the following.
- (b) Where no existing contract provider or framework is available, formal competition is required. Where there are a sufficient number of providers in the market the contract opportunity should be openly advertised on SYPA tender (or other equivalent electronic procurement system used by the Authority) and the Central Digital Platform or at least four written tenders invited via SYPA tender (or other equivalent electronic procurement system used by the Authority).

10.4 Use of Conditions of Participation

- (a) In procurements for goods and services which are valued below the **Procurement Act 2023 Threshold** for goods and services, Officers need to decide whether it is necessary to assess a Supplier's eligibility, financial standing and technical capacity. If the Authorised Officer decides that this assessment is necessary, it must be carried out in compliance with the **Procurement Act 2023**, within a one stage procurement exercise and the Standard Selection Questionnaire may not be used.

~~(b) In procurements for works which are valued below the Public Contracts Regulations 2015 Threshold for works, a two-stage restricted procurement may be carried out in accordance with 9.4(c).~~

- (b) In procurements that exceed **the Procurement Act 2023 Threshold** for goods, services or works, the Authority shall only enter into a contract if it is satisfied as to the Supplier's eligibility, financial standing, and technical capacity.
- (c) Potential Suppliers should be permitted to self-declare that they meet the relevant criteria in the Supplier selection stage. Only the winning Supplier (and any organisations relied upon to meet the winning Supplier's selection criteria) should submit evidence. This reduces the need for potential Suppliers to submit supporting documents every time they wish to bid for a public contract.
- (d) If the winning Supplier fails to provide the required evidence within set timeframes, or the evidence proves unsatisfactory, the award of the contract should not proceed. Officers may then choose to amend the contract award decision and award to the second-placed Supplier, provided that they have submitted a satisfactory bid. Alternatively, the procurement process may be terminated.

10.5 Procurement Thresholds

- (a) Where the estimated value of a contract for works supplies or services exceeds the current **Procurement Act 2023 Threshold amounts set out in Schedule 1 to the Act**, the contract will be tendered in accordance with **the Act** and these CSOs.

- (b) In addition to CSO 10.2 and 10.3, the Officer conducting the procurement must comply with the following.
- (c) Contract notices and award details must be submitted for publication on the UK e-notification service, **the Central Digital Platform and SYPA tender** (or other equivalent electronic procurement system used by the Authority).
- (d) The **Procurement Act 2023 threshold** amounts are normally reviewed every two years. **The threshold amounts currently in place are specified in the Definitions section of these Contract Standing Orders for reference.**
- (e) However, it is the Officer's responsibility to check the current **Procurement Act thresholds** in place at the time of undertaking the procurement.
- ~~(f) Officers conducting procurement for contracts for works, supplies or services valued above the Public Contracts Regulations 2015 Threshold must consider dividing the contract into lots and justify any decision not to do so in either the procurement documents or the post evaluation report.~~
- (f) Officers conducting procurement for contracts for works, supplies or services valued above the **Procurement Act 2023 Threshold must consider whether the goods, works or services could reasonably be supplied under more than one contract and if these contracts could appropriately be awarded by reference to lots. If it is considered that this could be reasonable and appropriate, then the reason for any decision not to do so must be documented.**

10.6 Open Procedure

- (a) In the open procedure, any interested Supplier may submit a tender in response to a contract notice. An open procedure may be used for contracts below and above the **Procurement Act 2023 Threshold**.
- (b) Where the **Procurement Act 2023** applies, the minimum time limit for the receipt of tenders is ~~35 days from the date on which the contract notice is submitted. This can be shortened to 30 days where tenders may be submitted by electronic means.~~ **25 days from the date on which the contract notice is submitted where tenders may be submitted by electronic means.**
- (c) The invitation to tender shall be accompanied by information regarding the evaluation criteria to be used by the Authority.
- (d) Where the Authority has published a ~~prior information notice (PIN)~~ **qualifying planned procurement notice** which was not itself used as a means of calling for competition, the minimum time limit for the receipt of tenders, subject to specific conditions being met, may be shortened further. Advice should be sought from a suitably qualified person to ensure that conditions of the **Procurement Act 2023** are fulfilled.

Restricted Procedure

~~The restricted procedure is a two-stage process where any Supplier may apply to participate in the tender competition by providing the selection information that is~~

~~requested by the Authority. Following assessment of the information provided, only these Suppliers invited to do so may submit a tender.~~

~~The time limit for receipt of selection information is 30 days from which the contract notice is submitted.~~

~~Where the Authority has published a prior information notice (PIN) which was not itself used as a means of calling for competition, the minimum time limit for the receipt of tenders, subject to specific conditions being met, may be shortened further. Advice should be sought from a suitably qualified person to ensure that conditions of the Public Contract Regulations 2015 are fulfilled.~~

~~The time limit for receipt of invited tenders is 30 days from the date of the invitation to tender and this can be shortened to 25 days where tenders may be submitted by electronic means.~~

10.7 Competitive Flexible Procedure

- (a) ~~The competitive flexible procedure is a multi-stage procedure that allows the Authority the flexibility to design its own stages of procurement. The Authority may choose to incorporate numerous processes into the procedure, such as negotiation, dialogue or a demonstration stage. Advice should be sought from a suitably qualified person to ensure that conditions of the Procurement Act 2023 are fulfilled.~~
- (b) ~~The tender notice will set out clearly how the competitive flexible procedure is to be carried out. For example, if the intention is to limit the number of suppliers generally or in respect of particular tendering rounds or other selection processes, the criteria by which those suppliers will be chosen must be in the tender notice or, if the procedure is to include negotiation, that must be stated.~~
- (c) ~~The time limit for receipt of invited tenders is 25 days from the invitation to tender date where tenders may be submitted by electronic means.~~
- (d) ~~Where the Authority has published a qualifying planned procurement notice which was not itself used as a means of calling for competition, the minimum time limit for the receipt of tenders, subject to specific conditions being met, may be shortened further.~~

Other Procurement Procedures

~~In the majority of cases the Open or Restricted Procedures will be the preferred option for the Authority. In exceptional circumstances where they are not thought to be suitable then the Authority may opt to YOR tender another procurement procedure i.e., the Competitive Procedure with Negotiation, Competitive Dialogue, Innovation Partnerships and the Negotiated Procedure Without Prior Publication.~~

~~Before commencing any of these procurement procedures the Officer must obtain the approval of the Director and the Monitoring Officer, or where the Director is the applicant the Monitoring Officer and the Chief Finance Officer (known within the Authority as the Assistant Director – Resources).~~

~~The Officer shall prepare a report in the format set out in Appendix 2 explaining the reasons why use of another procurement procedure is the recommended course of action. The report must be submitted to the Director and the Monitoring Officer, or where the Director is the applicant the Monitoring Officer and the Assistant Director – Resources for consideration and approval or rejection.~~

~~Where approval is granted, it will in all cases be on the condition that the process is supported by suitably qualified procurement professionals.~~

10.8 Publicity and Advertising

The Authority has legal obligations to ensure that contract opportunities and details of subsequent contract awards are suitably advertised, and that procurement activity is conducted in a transparent manner.

- (a) Details of all contracts awarded valued at £5,000 or more must be published on **SYPAtender** (or other equivalent electronic procurement system used by the Authority).
- (b) All contracts valued at £30,000 (**inclusive of VAT**) or more must be advertised on **SYPAtender** (or other equivalent electronic procurement system used by the Authority) and on the **Central Digital Platform**. Award details must be published on **SYPAtender** (or other equivalent electronic procurement system used by the Authority) and **Central Digital Platform**. All contracts for works, supplies or services valued above the applicable **Procurement Act 2023 Threshold**, must be advertised on the **Central Digital Platform and on SYPAtender** (or other equivalent electronic procurement system used by the Authority). Award details must also be published on **the Central Digital Platform and SYPAtender** (or other equivalent electronic procurement system used by the Authority).
- (c) **Where contracts have a value over £5,000,000 there is an additional requirement to publish the contract documents (redacted where necessary) and any associated KPI's. The KPI scores shall be published as a minimum annually.**
- (d) Procurements through framework agreements need not be published on the **Central Digital Platform**. If a mini competition is required, publishing will be in accordance with the requirements of the framework agreement. Where the mini competition is managed outside of **SYPAtender** (or other equivalent electronic procurement system used by the Authority) the subsequent contract award must be added to the contract register on **SYPAtender** (or other equivalent electronic procurement system used by the Authority) and, dependent on the value of the contract, the award details must be published in accordance with this section 10.8 (a) to (c).

11 INVITATION TO TENDER

11.1 The invitation to tender shall include details of the Authority's requirements for the contract including:

- (a) a description of the services, supplies or works being procured.

- (b) the procurement timetable including the tender return date and time, which shall allow a reasonable period for the applicants to prepare their tenders.
- (c) a specification and instructions on whether any variants are permissible.
- (d) the Authority's terms and conditions of contract, form of contract and bond.
- (e) the evaluation criteria and sub-criteria including any weightings.
- (f) pricing mechanism and instructions for completion.
- (g) whether the Authority is of the view that TUPE may apply.
- (h) form and content of method statements to be provided.
- (i) rules for submitting of tenders.
- (j) any further information which will inform or assist tenderers in preparing tenders.

12 PRE-TENDER SUBMISSION CLARIFICATION

- 12.1 Where either the Authority or a tenderer seeks to clarify any aspects of the tender documentation adequate time must be allowed for both the clarification question and the response.
- 12.2 Clarification questions and responses must be in writing and recorded in a log.
- 12.3 In procurements for works, supplies, or services above the applicable **Procurement Act 2023 Threshold**, a minimum of 6 days must be allowed between the last clarification response and the tender submission deadline, if this is not possible the tender return deadline should be extended. To avoid malicious clarifications being raised with the intention of extending the tender period the Officer should state in the tender documents the latest date that tenderers may raise clarification questions.
- 12.4 Unless the clarification is of a confidential nature both the question (anonymised) and the response must be issued to all tenderers.

13 TENDER INVITATION AND SUBMISSION

- 13.1 Tender documents for procurements that have a contract value of ~~£5k~~ **£30k** or more, including mini competitions under external frameworks, must be made available electronically and where possible by using **SYPAtender** (or other equivalent electronic procurement system used by the Authority).
- 13.2 Where the contract value is ~~£5k~~ **£30k** or more, the Officer must ensure that tenders/quotes may be submitted by electronic means, via **SYPAtender** (or other equivalent electronic procurement system used by the Authority).

14 HARD COPY TENDERS

The Authority's standard method of receiving tender submissions is by electronic means.

15 TENDER OPENING

- 15.1 Electronic tenders shall be opened by the officer specified in the Gateway Approval Document.
- 15.2 An immediate record shall be made including date and time of opening and name and address of tenderer(s).

16 MANAGING LATE SUBMISSIONS

- 16.1 SYPA tender does not allow tenders to be submitted after the deadline.
- 16.2 Late bids may only be accepted with the approval of the Monitoring Officer where the bidder has gained no advantage as a result of the late submission and for reasons where the late submission is through no fault of the bidder, for example where there is evidence that SYPA tender (or other equivalent electronic procurement system used by the Authority) was unavailable.

17 MANAGING ERRORS AND AMBIGUITIES

- 17.1 Tender Documents must state how errors in tenders will be dealt with. Whichever process is followed it must be transparent and fair to all tenderers.
- 17.2 Subject to the principles of equal treatment and non-discrimination, where a tenderer has made a material and genuine error, they may be given an opportunity to correct that error prior to tender evaluation. If correction is permitted the tenderer must submit the required information within a strict time limit. Failure to meet the time limit will result in the tenderer being given the choice to stand by the bid as submitted or withdraw their tender.
- 17.3 Where information or documentation submitted appears to be incomplete or erroneous, or where specific documents are missing, the Authority may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within a strict time limit provided that such requests are made in full compliance with the principles of equal treatment and transparency. Failure to meet the time limit will result in the tenderer being given the choice to stand by the bid as submitted or withdraw their tender.
- 17.4 Other errors in tender submissions should be dealt with either by asking the tenderer to confirm that they will honour their tender submission despite their error or if not withdraw the tender from the procurement process.
- 17.5 If a Contractor agrees to stand by an error which jeopardises its ability to perform the contract to the standard required, or may result in legal dispute, then the Authority should consider whether this renders the bid to be unacceptable.
- 17.6 Abnormally Low Tenders

Where a tender appears to be abnormally low the Officer should request that the tenderer explains the tendered price in writing and considers the evidence provided. Should a satisfactory explanation not be provided the bid should be rejected.

18 POST TENDER CLARIFICATION AND NEGOTIATION

18.1 Where an aspect of a submitted tender is genuinely unclear the Officer may request that the tenderer provides clarification of that matter. The response must only clarify the relevant part of the original tender and not contain any new information. Anything that is submitted and goes above and beyond clarification must be disregarded in the evaluation.

18.2 All clarifications and responses must be in writing and recorded in a log. It is important that clarifications are not used as a means to negotiate and advice should be sought if there is any doubt whether something is clarification or negotiation.

~~17.3 Where the Public Contract Regulations 2015 apply post tender negotiation is generally not permitted. Post tender negotiations are not permitted in open and restricted procedures.~~

18.3 Where the Procurement Act 2023 applies, post tender negotiations are not permitted in open procedures. Providing that the intention has been set out clearly in the tender documents, post tender negotiations may take place in competitive flexible procedures only.

18.4 In procurements for works, supplies or services where the Procurement Act 2023 does not apply because the contract value is below the applicable threshold and it is considered that post tender negotiations are in the Authority's interests and may achieve added value, then post tender negotiations may, subject to 18.5, exceptionally be appropriate where authorised by the Director and the Monitoring Officer except, where the Director is seeking the authority in which case it will be authorised by the Monitoring Officer and the Assistant Director – Resources.

18.5 Post tender negotiations must only take place where they do not distort competition or disadvantage any bidder. The process should be transparent and non-discriminatory and ensure bidders are treated equally. Post tender negotiations with any tenderers must be in accordance with the following conditions:

- (a) Post tender negotiation should only take place if the tender documents state that it may take place.
- (b) Conducted by a team of suitably experienced Officers.
- (c) Written records of the negotiations are kept, and a clear written record of the added value obtained is incorporated into the contract.

19 EVALUATING TENDERS

19.1 The tender evaluation criteria including sub-criteria and all weightings shall have been predetermined and published in the Invitation to Tender (ITT) tender documents. The criteria shall be strictly observed at all times throughout the evaluation process by any Officer involved in the tender evaluation. The tenders must be evaluated in accordance with the Procurement Act 2023 and the evaluation criteria as set out in the ITT tender documents. Except where lowest price was predetermined to be the appropriate criteria, the contract shall be awarded to the offer that represents the most economically advantageous tender assessed from the point of view of the Authority.

- 19.2 Detailed records must be kept of the evaluation process and the individual or consensus scores allocated, including the reasons why each score was given. Records should be saved electronically (PDF format) and stored in accordance with the Authority's Records Retention Policy.

20 AWARDING CONTRACTS

- 20.1 The Authority shall only award a contract where this represents the most economically advantageous tender. A contract may only be awarded by an officer with the requisite delegated authority to award contracts. No contract shall be executed as a deed except under seal.
- 20.2 Contracts below £75,000 may be signed by an officer with appropriate delegated authority i.e. the Director, Assistant Director – Resources, Assistant Director – Investment Strategy, Assistant Director – Pensions, Clerk, Head of Governance and Corporate Services, Head of Finance and Performance, and Head of ICT.
- 20.3 All contracts valued at ~~£75,000~~ £200,000 or above shall be executed under seal unless the Clerk approves other arrangements.
- 20.4 For all procurements valued at £250,000 or more the decision to award a contract shall be made by an Officer listed at 4.4.
- 20.5 Electronic signatures may be used in accordance with the Electronic Signature Regulations 2002 provided the sufficiency of security arrangements has been approved by the Clerk.
- 20.6 Every contract must be in writing and must be concluded (executed by all parties) prior to the commencement of any works, services, or any supply. Exceptionally, and only for certain categories of procurement such as construction, a letter of intent may be utilised to enable forward planning and mobilisation activities. Proceeding under a letter of intent can give rise to risks and suitable legal advice should always be sought before utilising a letter of intent.
- 20.7 When a contract is awarded, the Officer must ensure that the award is published on **SYPA tender** (or other equivalent electronic procurement system used by the Authority), and if over £30,000 on the **Central Digital Platform**.
- 20.8 In exceptional cases where **SYPA tender** (or other equivalent electronic procurement system used by the Authority) has not been utilised the Officer must ensure that the contract is added to the contract register.
- 20.9 The Clerk shall submit a report regarding the award of any procurement valued at £250,000 or more to the earliest available meeting of the Authority.
- 20.10 The Clerk shall submit an annual report to the Audit and Governance Committee listing all contracts, including those awarded under framework agreements or through joint procurement, awarded in the given year that exceed ~~£5,000~~ £30,000 in value.

21 RECORDS AND RETENTION

- 21.1 The Authorised Officer with delegated authority in respect of a particular procurement shall maintain a list of all tenders received.

21.2 A Contracts Register of all contracts awarded above £5,000 shall be maintained and made publicly available by the Director on behalf of the Authority. The Contracts Register may be maintained electronically on **SYPA tender** (or other equivalent electronic procurement system used by the Authority).

21.3 For every individual contract a file shall be maintained for a period of 6 years.

22 DEBRIEFING AND FEEDBACK

22.1 Feedback is not required for quotations of £5,000 - £30,000

22.2 Once a decision to award a contract at £30,000 and above is made all tenderers must be notified at the same time, as soon as possible, in writing, of the intention to award the contract to the successful bidder, giving reasons for the decision.

22.3 The Authorised Officer will provide the evaluation results (tenderers score and winning tenderers score) to unsuccessful tenderers and will offer to provide further written feedback.

22.4 Where unsuccessful tenderers request a further debrief this should be provided to them in writing.

~~21.5—A contract subject to Part 2 of the Public Contracts Regulations 2015 can only be awarded following a communication to all unsuccessful tenderers and a mandatory 10 day standstill period.~~

22.5 **Before entering into a contract, the officer must ensure that the Authority publishes a contract award notice on the Central Digital Platform in accordance with Section 50 of the Procurement Act 2023. This notice shall provide advance information to suppliers and other interested parties that the Authority intends to enter into a contract and provides certain information about the contract. Generally, the contract award notice will initiate a standstill period of at least 8 working days. This is the case for all contracts above the relevant Procurement Act 2023 Threshold with only certain exceptions as specified in Section 51 (3) of the Act.**

Failure to comply can result in a challenge and the contract being set aside.

22.6 If an unsuccessful bidder informs the Authority that it has issued a claim form in the High Court under the **Procurement Act 2023** challenging the decision to award the contract, and the contract has not already been entered into, then the award process must be postponed, and suitable legal advice obtained.

23 CONTRACT MANAGEMENT

The Officer is responsible for ensuring that an appropriate and proportionate level of contract management procedures and practices are put in place.

23.1 Contract Variation

A contract variation can constitute a new award/contract. Where:

- (a) the value of the modification is above the value of the **relevant Procurement Act 2023 threshold**; or

- (b) the value of the modification is above 10% of the value of the initial contract (as calculated in accordance with [the Procurement Act 2023](#)); or
- (c) the modification alters the overall nature of the contract or framework agreement,

The [Procurement Act 2023](#) must be followed where applicable and suitable legal advice obtained. Approval to implement a contract variation must be requested by completion of a business case ([Appendix 2](#)).

All Contract variations must be in writing, signed by both parties and the contract register should be updated accordingly. [Where the contract variation meets any of the points in 23.1 a contract variation notice must be published on the Central Digital Platform.](#)

23.2 Contract Novation

- (a) Novation involves an agreement to change a contract by substituting the original contractor with another. Where the Authority is approached regarding novation, the Authorised Officer should seek advice as follows:
- (b) For services or supplies contracts under the applicable [Procurement Act 2023 Threshold](#) or works contracts under £250,000 either the Assistant Director – Resources or Monitoring Officer should be consulted for advice.
- (c) For services or supplies contracts valued above the [Procurement Act 2023 Threshold](#) or works contracts valued above £250,000 suitable legal advice must be sought in addition.
- (d) Approval to implement a contract novation must be requested by completion of a business case ([Appendix 2](#)).

23.3 Contract Extension

- (a) The Authorised Officer shall always be satisfied that a contract extension will achieve value for money, is reasonable in all the relevant circumstances and should take legal advice regarding its execution.
- (b) Where the contact value exceeds the relevant [Procurement Act 2023 threshold](#), contract extensions are only permitted if:
 - (i) there is provision in the contract to do so; or
 - (ii) there is a lawful basis for extension in accordance with [Section 74 of the Procurement Act 2023](#),

and the contract has not already expired. Once a contract has expired it cannot then be extended.

- (c) Where a contract is extended the contracts, register should be updated accordingly.
- (d) Approval to implement a contract extension must be requested by completion

of a business case (Appendix 2).

23.4 Contract Termination

- (a) Either party to the contract may terminate a contract early, by agreement, in accordance with the termination provisions set out in the contract. For any contract exceeding £250,000 in value, the agreement to terminate the contract shall be approved by the Authority.
- (b) Where termination is initiated by the contractor, or is planned to be initiated by the Authority, under circumstances that are not by mutual agreement, legal advice must be obtained.
- (c) Approval to implement a contract termination must be requested by completion of a business case (Appendix 2).
- (d) **Where the contract termination meets any of the points in 23.1 a contract variation notice must be published on the Central Digital Platform.**

23.5 Contract Review and Exit

At least twelve months prior to the expiry of the contract the Officer should have in place an exit plan. The exit plan should contain, as a minimum, provision for the handover of any assets or data, a strategy for post exit arrangements and if necessary, plans for re-procurement, including allowance of time for any required approval processes.

24 JOINT PROCUREMENT

- 24.1 Any joint procurement arrangements with other local authorities or public bodies including membership or use of purchasing consortia for procurements above £250,000 shall be approved by the Monitoring Officer. Approval shall only be given where the joint procurement arrangement assures compliance with the **Procurement Act 2023** (where applicable). This clause does not apply to framework agreements.
- 24.2 The Authorising Officer must be satisfied that any joint procurement shall be undertaken in accordance with the principles of these CSOs.
- 24.3 Approval to embark on a joint procurement exercise must be requested by completion of a business case (Appendix 2).

25 PROCUREMENT BY CONSULTANTS

Any Consultants used by the Authority shall be appointed in accordance with these contract standing orders. Where the Authority uses Consultants to act on its behalf in relation to any procurement, then the Authorised Officer shall ensure that the Consultants carry out any procurement in accordance with these contract standing orders, or using an equivalent market appropriate, open and transparent process that is compliant, where applicable with the **Procurement Act 2023**. Consultants shall only be permitted to make recommendations on whether to award a contract or who a contract should be awarded to. The Authorised Officer shall ensure that the Consultant's performance is monitored.

26 PURCHASING CARDS

Purchasing cards shall be used in accordance with these standing orders.

27 REVIEW AND AMENDMENT OF CONTRACT STANDING ORDERS

These contract standing orders shall be reviewed and updated on a regular basis as determined by the Authority and changes to titles, statutory thresholds and minor amendments will be undertaken in consultation with the Monitoring Officer from time to time. Amended contract standing orders shall be agreed periodically as determined by the Monitoring Officer and adopted by the Authority.

28 WAIVERS OF CONTRACT STANDING ORDERS

- 28.1 While the Authority may choose to waive certain requirements within these Contract Standing Orders, it is important to note that the requirements of the **Procurement Act 2023** cannot be waived under any circumstances.
- 28.2 Circumstances where a Waiver to the requirement for competition may be justified include for example, the procurement of goods, materials, works or services which are obtainable only from one supplier, where no equivalent or reasonably satisfactory alternative is available, and no genuine competition can be obtained.
- 28.3 In order to waive a Contract Standing Order, the Officer must complete the waiver form attached to these CSOs at Appendix 1. The waiver form may be authorised by one of the following:
- (a) the Clerk,
 - (b) the Assistant Director – Resources, or
 - (c) the Director.
- 28.4 Where it is necessary to waive CSOs because of an unforeseeable emergency involving immediate risk to persons or property, serious disruption to the Authority, or other significant situation that requires urgent action, the Authorised Officer may, after consulting with an officer listed at CSO 4.4 and 28.3 above jointly approve the waiver without completion of a waiver form up to a maximum of £75,000. The Officer must prepare a report describing the situation and actions taken for submission to the next appropriate Authority meeting.
- 28.5 All applications to waive Contract Standing Orders and a record of the decision to approve or reject the application must be recorded on the Authority's CSO Waiver Log.
- 28.6 Where any contract standing order indicates that an Officer “must” follow a certain course of action that contract standing cannot be waived under any circumstances. All other contract standing orders must be complied with unless otherwise authorised via the waiver process.
- 28.7 **Where the value of a direct award approved via a waiver exceeds the relevant Procurement Act 2023 Threshold, the Authority must publish a Transparency Notice setting out that it intends to award a contract directly. The Transparency Notice must be published prior to the Contract Award Notice.**

DEFINITIONS

“Authorised Officer”	A person with appropriate delegated authority to act on the Authority’s behalf.
“Authority”	South Yorkshire Pensions Authority; or any designated Committee of the Authority that has delegated powers to act on behalf of the Authority.
“Below Threshold Contract”	Not a covered procurement but may be subject to obligations in Part 6 of the Procurement Act.
“Central Digital Platform”	The web-based procurement portal provided by or on behalf of the UK Government Cabinet Office for the publication of notices, documents and other information in relation to the Procurement Act.
“Competitive Flexible Procedure”	A competitive tendering procedure carried out in accordance with the tender notice and any associated tender documents to award a contract to the most advantageous tender.
“Conflict of Interest”	A conflict of interest arises in a procurement context where there is a conflict between the interests of a person acting in relation to a procurement and those of the procurement itself.
“Conflicts assessments”	Pre, during and post procurement reviews of the conflicts of interest risks in relation to that procurement.
“Concession — Contracts Regulations 2016 Threshold”	the relevant threshold prescribed by regulation 9 of the Concession Contracts Regulations 2016
“Consultant”	Provider of professional services or expertise engaged to: a) provide expert analysis and advice which facilitates decision making, b) provide a specific, one-off task or set of tasks; and c) perform a task involving skills or perspectives which would not normally be expected to reside within the Authority.
“Contract”	Means an agreement between the Authority and any Contractor or Supplier made by formal agreement or by issue of a letter of acceptance or official order for goods, works or services.

“Contractor”	Any person or body of persons providing, or seeking to provide, supplies, services or works to the Authority. May be used interchangeably with Supplier.
“Contracts Finder”	The web-based procurement portal provided by or on behalf of the UK Government Cabinet Office.
“Contracts Register”	A public register held and maintained by the Authority containing details of contracts valued at £5,000 or more.
“Debarment List”	A published list of excluded (where a mandatory exclusion ground applies) or excludable (where a discretionary exclusion ground applies) suppliers.
“Evaluation Criteria”	Criteria to assess tenders against for the purpose of awarding a public contract to the most advantageous tender (MAT)
“Framework Agreement”	An agreement which allows an Authority to call off from a Supplier to provide supplies, services or works in accordance with the terms of the agreement. The Framework Agreement itself usually constitutes a nonbinding offer with no obligations on the Authority to call off from the Supplier. If the Authority calls off from the Supplier a binding contract comes into being.
“Light Touch Services”	Public contracts for social and other specific services as set out in the Procurement Act 2023 .
“Monitoring Officer”	The Monitoring Officer performing the functions of the “Monitoring Officer” as described under section 5 of the Local Government and Housing Act 1989.
“Most economically advantageous tender”	Shall bear the same meaning ascribed by the Procurement Act 2023
“must”	An instruction to follow a certain course of action that cannot be waived under any circumstances.
“National Procurement Policy Statement”	The Ministerial statement setting out the Government’s strategic priorities in relation to procurement that a contracting authority must have regard to during their procurement activities.
“Procurement Act 2023 Threshold”	<p>The relevant threshold prescribed by Schedule 1 of the Procurement Act 2023.</p> <p>As at January 2024, the thresholds relevant to the Authority are as follows: (all figures are inclusive of VAT)</p> <ul style="list-style-type: none"> • Contract for the supply of goods or services (which may be mixed contracts that contain some works

elements) to a sub-central government authority:
£214,904

- Works contract: **£5,372,609**

“Supplier”

Any person or body of persons providing, or seeking to provide, supplies, services or works to an Authority. May be used interchangeably with Contractor.

“SYPA tender”

The Authority’s electronic procurement system.

“Tender Documents”

Documents that supplement the tender notice and provide duplicate information or further detail about the procurement and could include things like the specification, evaluation methodology, terms and conditions etc.

“TUPE”

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

“YOR tender”

~~The Authority’s electronic procurement system.~~

APPENDIX 1

Waiver Form

Report by:	[insert name and job title of Officer making the request]
Telephone:	
Email:	
Date	

Subject: Request to waive contract standing order(s) in respect of [insert name of project/procurement]

1 BACKGROUND

Request to waive Contract Standing Order Number: [insert CSO number]

Name of Supplier(s): [insert]

Contract Value(s): [insert]

Contract Dates: [insert]

2 REASON FOR REQUEST AND RECOMMENDED COURSE OF ACTION

[The report must give the reasons why the request is being made and explain the recommended course of action. Sufficient information must be included to enable the authorised Officer to make a decision. For example; Justification for using the Supplier including details of previous contracts (dates, value and scope) Information demonstrating that value for money is being achieved including any savings being secured by this approach. Identification of any social, economic or environmental advantages from this course of action]

3 CONSEQUENCES OF PROPOSED WAIVER NOT BEING APPROVED

[A statement should be included explaining the consequences of the proposed action not being approved.]

4 LEGAL IMPLICATIONS

[Insert details of any legal advice that has been obtained and/or any legal risks that have been identified]

5 RECOMMENDATIONS

It is recommended that approval is given to waive Contract Standing Order [insert] and to proceed as proposed in this report.

6 DECISION

Based on the information / reasons detailed above, the request to waive the Contract Procedure Rule(s) as proposed in this report is approved/rejected (delete as appropriate).

Signed

Date

Comments

Designation (delete): Clerk / Assistant Director – Resources / Director

APPENDIX 2

Request to use a Procurement Procedure (not open or restricted).

Report by: — [insert name of Officer making the request]

Telephone: —

Email: —

Date —

SUBJECT: Request to use the following procurement procedure in the procurement of [insert name of project/procurement]:

1 PROCEDURE	Please tick <input type="checkbox"/>
Competitive procedure with negotiation	<input type="checkbox"/>
Competitive dialogue	<input type="checkbox"/>
Innovation partnership	<input type="checkbox"/>
Use of the negotiated procedure without prior publication	<input type="checkbox"/>

~~2~~ **BACKGROUND**

Name of Supplier(s): [insert]

Contract Value(s): [insert]

Contract Dates: [insert]

~~3~~ **REASON FOR REQUEST AND RECOMMENDED COURSE OF ACTION**

[The report must give the reasons why the request is being made and explain the recommended course of action. Sufficient information must be included to enable the authorised Officer to make a decision. For example; provide the reasons why the open or restricted procedures are not suitable. How have you arrived at your decision to use a particular procurement procedure? Information demonstrating that value for money is being achieved including any savings being secured by this approach. Identification of any social, economic or environmental advantages from this course of action]

~~4~~ **CONSEQUENCES OF PROPOSAL NOT BEING APPROVED**

[A statement should be included explaining the consequences of the proposed action not being approved.]

~~5~~ **LEGAL IMPLICATIONS**

~~[Insert details of any legal advice that has been obtained and/or any legal risks that have been identified]~~

~~6~~ — ~~RECOMMENDATIONS~~

~~It is recommended that approval is given to the use of the procurement procedure indicated at 1. Above and to proceed as proposed in this report.~~

~~7~~ — ~~DECISION~~

~~Based on the information / reasons detailed above, the request to use the procurement procedure as proposed in this report is approved/rejected (delete as appropriate).~~

Signed

Date

Comments

Designation (delete): Clerk / Assistant Director — Resources / Director

~~APPENDIX 3~~ **APPENDIX 2**

Business Case

Report by:	[insert name of Officer making the request]
Telephone:	
Email:	
Date	

SUBJECT: Proposal to implement one of the following procedures in the case of [insert name of procurement/contract].

1	PROCEDURE	Please tick
		<input type="checkbox"/>
	CSO3.3 – Procurement without competitive tendering due to unforeseen circumstances.	<input type="checkbox"/>
	A procedure in accordance with CSO 10.2, 10.3, 10.5, 10.6 or 10.7	<input type="checkbox"/>
	CSO 23.1 – Contract Variation	<input type="checkbox"/>
	CSO 23.2 – Contract Novation	<input type="checkbox"/>
	CSO 23.3 – Contract Extension	<input type="checkbox"/>
	CSO 23.4 – Contract Termination	<input type="checkbox"/>
	CSO 24 – Joint Procurement Exercise	<input type="checkbox"/>

2 BACKGROUND

This business case constitutes a formal request to proceed with a [insert relevant information from table above] with [insert name of relevant third party i.e. Supplier or other Authority].

Contract Value(s): [insert]

Contract Dates: [insert]

3 REASON FOR REQUEST AND RECOMMENDED COURSE OF ACTION

[The business case must explain the reasons behind the request, the recommended course of action, how value for money is being achieved, any savings being secured, any social, economic or environmental advantages from this course of action. Sufficient information must be included to enable the authorised Officer to make a decision.]

4 CONSEQUENCES OF BUSINESS CASE NOT BEING APPROVED

[Explain the consequences of the proposed action not being approved.]

5 LEGAL IMPLICATIONS

[Insert details of any legal advice that has been obtained and/or any legal risks that have been identified]

6 RECOMMENDATIONS

It is recommended that the business case is approved and to proceed as proposed.

7 DECISION

Based on the information / reasons detailed above, the business case is approved/rejected (delete as appropriate).

Signed

Date

Comments

Designation (delete): Director, Assistant Director – Resources, Head of Finance and Performance, Assistant Director - Investment Strategy, Assistant Director – Pensions