

- 1 Definitions and Interpretation
- 2 Introduction
  - 2.1 Key Principles
  - 2.2 Compliance
  - 2.3 Scope and Exemptions
- 3 Contract Value and Aggregation
- 4 Letting Contracts for Goods, Services and Works
  - 4.1 Approvals
  - 4.2 Pre Procurement Market Research/Consultation
  - 4.3 Advertising and Competition Requirements
    - 4.3.1 Procurement Process for Spend Between **£0-10,000**
    - 4.3.2 Procurement Process for Spend Between **£10,001 - £25,000**
    - 4.3.3 Procurement Process for Spend Between **£25,001 - £100,000**
    - 4.3.4 Procurement Process for Spend Between **£100,001 – Relevant EU Threshold**
    - 4.3.5 Procurement Process for Spend **Above Relevant EU Threshold**
  - 4.4 Procedure on Receipt of Quotes and Tenders
  - 4.5 Evaluation
  - 4.6 Acceptance and Award of Quotes and Tenders
- 5 Corporate Contracts
- 6 Contract Variations
- 7 Social Value
- 8 Sustainability
- 9 Equality and Diversity
- 10 Waivers
- 11 Collaborative Working

**TABLE 1:** Summary of Procurement Processes

## 1. DEFINITIONS AND INTERPRETATION

In these Contract Standing Orders (CSOs) the following words and expressions shall have the following meanings:

Approved List	means a list of Suppliers drawn up following a suitable competitive process
Board	means the Procurement Board and/or its replacement or successor boards or committees
Contract	means any agreement for the supply of goods, services, or the execution of works to or for the council including the use of consultants; any Framework Agreement; or any agreement where no payment is made by the Council but which is of financial value to the Contractor (e.g. a catering concession)
Contracts Database	means the central record of contracts held by the council
Contract Notice	means an advert and/or call for competition
Contracts Store	means the central store of contracts held by the council
CSOs	means the Isle of Wight Council's Contract Standing Orders
Council	means the Isle of Wight Council
Delegated Officer	means any of the posts identified in Article 13 of the council's Constitution
Evaluation Panel	means a group of persons with knowledge and experience of the contract who are able to evaluate tender submissions in accordance with the evaluation criteria set out in the tender documentation
Executive Member	means a member with a portfolio of responsibility
Framework Agreement	means an agreement with Suppliers that sets out the terms and conditions under which specific purchases can be made, and can either be set up by the council or another contracting authority
Grant	means an agreement giving financial assistance to an individual or organisation with no supply of goods or services, or execution of works, in return
Invitation to Tender	("ITT") the process whose purpose is to invite Suppliers into a bidding process to bid on specific goods, works or services where the contract value is over £100,001.
Member	means an elected member of the Isle of Wight Council
Officer	means any officer of the council designated by his/her Head of Service to purchase goods/services/works/let a contract
Procurement Team	means the service designated to give procurement advice to the council

Quote	a submission by a Supplier setting out the delivery method and cost for a particular Contract where the whole life value is below £100,000..
Request for Quotation	("RFQ") the process whose purpose is to invite Suppliers into a bidding process to bid on specific goods, works or services where the contract value is between £25,001 - £100,000.
Service Manager	means a council Officer with management responsibility for the service area
Specification	means the document that clearly, accurately and completely describes in detail what the council intends to purchase
Standstill	a period of at least ten calendar days following the notification of an award decision in a Contract tendered via the Official Journal of the European Union, before the contract is signed with the successful supplier(s)
Supplier	means the supplier of goods and/or services and/or works through a contract let by or on behalf the council or any supplier bidding/tendering for such contract
Tender	a formal submission in response to an ITT by a Supplier setting out the delivery method and cost for a particular Contract.

## **2. INTRODUCTION**

### **2.1 Key Principles**

2.1.1 These CSOs are made pursuant to section 135 of the Local Government Act 1972 and will be reviewed by the Head of Legal Services on an annual basis.

2.1.2 CSOs are based on the following key principles:

- To achieve good value for money through appropriate market competition, so that we offer best value services to Isle of Wight residents;
- To be transparent to our residents about how we spend their money;
- To ensure compliance with the legislation and regulations which govern the spending of public money;
- To ensure against any criticism or allegation of wrongdoing in the buying of goods and services or in the commissioning of works;
- To support sustainability and social value objectives, our public sector equality duty, and encouraging local businesses on the Isle of Wight.

## **2.2 Compliance**

- 2.2.1 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.
- 2.2.2 These CSOs are applicable to both Members and Officers.
- 2.2.3 Consultants 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 to ensure such compliance.
- 2.2.4 Every person involved in any procurement process has a responsibility to declare any links or personal interests that they may have with potential Suppliers.
- 2.2.5 Every contract to be entered into on behalf of the council:
- (a) must be in accordance with the council's lawful functions and within the bounds of its statutory powers;
  - (b) must comply with domestic legislation, common law and the relevant EU Directives;
  - (c) must be let with integrity and fairness throughout and with sufficient openness to engender public and market confidence in the procurement process;
  - (d) must demonstrate that value for money is being obtained having regard to an appropriate and realistic balance between price, quality and service considerations;
  - (e) must, unless there is sufficient reason to the contrary, which must be approved in advance by the Board, be let through a reasonable show of competition; and
  - (f) must 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.
- 2.2.6 In the event that there is any conflict or inconsistency between the provisions of CSOs and any legal requirement, the legal requirement shall prevail.

## **2.3 Scope and Exemptions**

- 2.3.1 These CSOs are the rules that must be followed when buying goods or services or engaging a Supplier to carry out of works on behalf of the council and refer to the selection, award and entry into any contract by the council and by any person or representative acting on behalf of the council or council partnership.
- 2.3.2 Apart from the exemptions listed below, these 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).
- 2.3.1 The following are exempt from the requirements of the CSOs:
- (a) contracts for permanent or fixed-term employment;
  - (b) contracts solely relating to the purchase or lease of land;

- (c) transactions conducted by the Chief Financial Officer and/or the S.151 Officer in respect of dealing in the money market or obtaining finance for the council;
- (d) direct payments to customers following care assessment (for example, payments under Self-Directed Support or Personal Budgets);
- (e) non-trade mandatory payments to third parties, such as insurance claims, pension payments, payments to public bodies;
- (f) fees for external auditors;
- (g) contracts that can properly be regarded as a Grant or internal service level agreements;
- (h) a declared emergency authorised by the Emergency Planning Officer and/or Duty Senior Officer.

### **3. CONTRACT VALUE AND AGGREGATION**

- 3.1 The estimated value of a Contract shall be the total value of the Contract net of VAT. 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.
- 3.2 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.
- 3.3 The estimated value of a Framework Agreement is the total value of all the Contracts which could be entered into by the council and other contracting authorities during the lifetime of the Framework Agreement.
- 3.4 Purchases of the same or similar goods, works or services must be aggregated wherever practicable, including repeat purchases of the same or similar goods, works or services year on year. Contracts must not be artificially separated so as to circumvent the application of any part of CSOs, the Public Contracts Directive 2014/24/EU or the Public Contracts Regulations 2015.

### **4. LETTING CONTRACTS FOR GOODS, SERVICES AND WORKS**

#### **4.1 Approvals**

- 4.1.1 The commencement of a procurement process for a Contract is subject to the prior approval of the relevant Delegated Officer who has the authority to give such approval under the Constitution. 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.
- 4.1.2 Where relevant, proportionate and timely consultation shall take place with elected Members prior to commencing the procurement process.

4.1.3 Where a contract has a whole life value of over £1.5m or is deemed to be of particularly high risk, sensitive or likely to have a substantial effect on the council's corporate priorities or its reputation, consultation with the designated Executive Member will be required and the Executive may be required to give its approval to the procurement proceeding and/or the subsequent Contract award. This will be at the discretion of the Member and Delegated Officer.

## **4.2 Pre-Procurement Market Research/Consultation**

4.2.1 Before commencing a procurement process, Officers may conduct market consultations with a view to preparing the procurement and informing Suppliers of their procurement plans and requirements.

4.2.2 For this purpose, Officers may, for example, seek or accept advice from independent experts or authorities or from market participants.

4.2.3 Such advice may be used in the planning and conduct of the procurement procedure, provided that it does not have the effect of distorting competition and does not result in a violation of the principles of non-discrimination and transparency.

4.2.4 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.

4.2.5 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.

## **4.3 Advertising and Competition Requirements**

### **4.3.1 Procurement Process for Spend between £0-£10,000**

4.3.1.1 Where the evidence based estimated value of a proposed Contract (including all extensions) does not exceed £10,000, the Officer may contract with any Supplier that they consider competent to provide a proven best value solution.

4.3.1.2 Officers should search the market for a suitable Supplier, and must obtain one quote; however, to ensure best value, it is advisable to seek further quotes. If they offer best value, Officers should use an Isle of Wight based Supplier.

4.3.1.3 The conditions of contract will be the council's standard terms and conditions which are linked to the Purchase Order.

4.3.1.4 Officers may seek to use a suitable Framework Agreement. Any competition shall be conducted in accordance with the competition rules of the Framework Agreement.

4.3.1.5 Where a relevant Approved List exists, at least one quote should be sought from the Suppliers included on it.

4.3.1.6 It is the responsibility of the Officer to ensure that all Contracts within this threshold are, wherever practicable, entered into the council's contracts database.

#### **4.3.2 Procurement Process for Spend between £10,001 - £25,000**

4.3.2.1 Where the evidence based estimated value of a proposed Contract (including all extensions) does not exceed £25,000, the Officer must, wherever practicable, obtain at least three quotes. In cases where it is impracticable to seek at least three quotes the Officer must obtain approval from their Service Manager and record those reasons for not seeking three quotes.

4.3.2.2 Officers must ensure they are conducting a like for like comparison and that quotes are evaluated on the same basis.

4.3.1.3 Officers should search the market for at least three suitable Suppliers. If they offer best value, Officers should use Isle of Wight based Suppliers.

4.3.2.4 The conditions of contract will be the council's standard terms and conditions which are linked to the Purchase Order.

4.3.2.5 Officers may seek to use a suitable Framework Agreement. Any competition shall be conducted in accordance with the competition rules of the Framework Agreement.

4.3.2.6 Where a relevant Approved List exists, at least three quotes should be sought from the Suppliers included on it.

4.3.2.7 It is the responsibility of the Officer to ensure that all Contracts within this threshold are wherever practicable entered into the Council's Contracts Database.

#### **4.3.3 Procurement Process for Spend between Spend £25,001 - £100,000**

4.3.3.1 Where the evidence based estimated value of a proposed Contract (including all extensions) exceeds £25,001 but is less than £100,000, the Officer must notify the Procurement Team who will co-ordinate the Request for Quotation ("RFQ") process in conjunction with the Officer.

4.3.3.2 The RFQ process must be run using the open procedure i.e. the use of a Pre-Qualification Questionnaire is prohibited.

4.3.3.3 The RFQ process shall be run using the council's e-tendering system and additionally, a Contract Notice must be placed in Contracts Finder as a minimum.

4.3.3.4 The evaluation criteria must be set out in the RFQ document including all weightings, sub criteria (if applicable) and scoring criteria. The evaluation criteria must be relevant and proportionate to the subject matter of the Contract.

4.3.3.5 Contracts can be awarded on the basis of the lowest price or the most economically advantageous offer. The chosen award mechanism must be set out in the RFQ document.

- 4.3.3.6 The RFQ document must contain the Specification of requirements which shall lay down the characteristics of the proposed Contract. Officers 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 Officer must also involve and seek input from relevant key stakeholders if required.
- 4.3.3.7 The conditions of contract shall be the council's standard terms and conditions, however, timely consultation must take place with the council's Contracts Lawyer to determine whether any special conditions are required in addition. The conditions of contract must form part of the RFQ pack.
- 4.3.3.8 Suppliers should be given a minimum return period of 14 days to submit quotes. Prior approval of the Procurement Team must be sought if the Officer wishes to shorten the return period.
- 4.3.3.9 Officers may seek to use a suitable Framework Agreement. Any competition shall be conducted in accordance with the competition rules of the Framework Agreement. The Procurement Team shall co-ordinate any mini competition or direct award in conjunction with the Officer.
- 4.3.3.10 Where a relevant Approved List exists, a minimum of three written quotes should be sought from the Suppliers included on it.
- 4.3.3.11 In cases where it is impracticable to follow the RFQ process, the Officer may seek a waiver in accordance with Section 10 (Waiver).

#### **4.3.4 Procurement Process for Spend between Spend £100,001 – Relevant EU Threshold**

- 4.3.4.1 Where the evidence based estimated value of a proposed Contract (including all extensions) exceeds £100,001 but is less than the relevant EU threshold, the Officer must notify the Procurement Team who will co-ordinate the Invitation to Tender ("ITT") process in conjunction with the Officer.
- 4.3.4.2 The ITT process must be run using the open procedure i.e. the use of a Pre-Qualification Questionnaire is prohibited.
- 4.3.4.3 The ITT process shall be run using the Council's e-tendering system and additionally, a Contract Notice must be placed in Contracts Finder as a minimum and consideration should be made to placing a Contract Notice in a relevant industry publication.
- 4.3.4.4 The evaluation criteria must be set out in the ITT document including all weightings, sub criteria (if applicable) and scoring criteria. The evaluation criteria must be relevant and proportionate to the subject matter of the Contract.
- 4.3.4.5 Contracts can be awarded on the basis of the lowest price or the most economically advantageous offer. The chosen award mechanism must be set out in the ITT document.
- 4.3.4.6 The ITT document must contain the Specification of requirements which shall lay down the characteristics of the proposed Contract. Officers 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 Officer must also involve and seek input from relevant key stakeholders if required.

4.3.4.7 Timely consultation must take place with the council's Contracts Lawyer to determine the conditions of Contract to be used. The conditions of contract must form part of the ITT pack.

4.3.4.8 Suppliers should be given a minimum return period of 21 days to submit tenders. Prior approval of the Procurement Team must be sought if the Officer wishes to shorten the return period.

4.3.4.9 Officers may seek to use a suitable Framework Agreement. Any competition shall be conducted in accordance with the competition rules of the Framework Agreement. The Procurement Team shall co-ordinate any mini competition or direct award in conjunction with the Officer.

4.3.4.10 Where a relevant Approved List exists, a minimum of five written tenders should be sought from the Suppliers included on it.

4.3.4.11 In cases where it is impracticable to follow the ITT process, the Officer may seek a waiver in accordance with Section 10 (Waiver).

#### **4.3.5 Procurement Process for Spend above Relevant EU Threshold**

4.3.5.1 Where the evidence based estimated value of a proposed Contract is in excess of the relevant EU Threshold, the Officer must notify the Procurement Team who will co-ordinate the procurement process in conjunction with the Officer in accordance with the procedures set out in the Public Contracts Regulations 2015.

4.3.5.2 In most cases, the open or restricted procedure will be used, but in certain specialist cases, such as private finance initiative Contracts, the negotiated or competitive dialogue procedure shall apply. Advice on which procedure is appropriate to the specific case should be sought from the Procurement Team.

#### **4.4 Procedure on Receipt of Quotes and Tenders**

4.4.1 All quotes and tenders invited in accordance with 4.3.3, 4.3.4 and 4.3.5 must be returned via the council's e-tendering portal and will remain unopened and anonymous until the closing time and date for the receipt of responses.

4.4.2 The only exception to 4.4.1 is where Suppliers are having problems with the e-tendering portal and are unable to upload their return. The Procurement Team must have been made aware of the problem prior to the return deadline.

4.4.3 Any pending, or late, quote or tender returns will be rejected by the e-tendering portal once the opening and verification process has been started.

## 4.5 Evaluation

- 4.5.1 All quotes and tenders must be checked for arithmetic accuracy. If any errors are found they must be notified to the Supplier who shall be given the opportunity to confirm the correct price. Officers should reject any quote or tender where the error undermines the integrity of the RFQ or ITT process.
- 4.5.2 Officers must ensure the quote or tender submission is compliant with the RFQ or ITT and, in particular, meets any specification, requirements and contract terms set out in or detailed in that document.
- 4.5.3 All quotes and tenders shall be evaluated in accordance with the designated evaluation criteria set out in the RFQ or ITT document.
- 4.5.4 For tenders invited in accordance with 4.3.4 and 4.3.5, Officers must appoint an Evaluation Panel which 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.

## 4.6 Acceptance and Award of Quotes and Tenders

- 4.6.1 Prior to awarding a Contract, the Officer must ensure all approvals required by the Council's Constitution have been obtained, together with any necessary consents, permissions or other approvals.
- 4.6.2 Notification of the award decision and feedback for the unsuccessful Suppliers must be issued using the e-tendering portal.
- 4.6.3 Where the Contract value is above £25,000, a contract award notice must be placed on Contracts Finder and where the value is above the relevant EU threshold, a contract award notice must also be placed in the Official Journal of the European Union.
- 4.6.3 Where the value of a Contract is above the relevant EU threshold, the Contract shall be awarded in accordance with the Public Contracts Regulations 2015 and in particular the requirements relating to a "standstill" period prior to the Contract being entered into.
- 4.6.4 All Contracts made on behalf of the council must be in writing and executed in accordance with these Contract Standing Orders and the council's Constitution.
- 4.6.5 Contracts must either be signed by an Officer of the council duly authorised for this purpose or, if valued at over £250,000 can only be made under the Common Seal of the Council attested by the Head of Legal Services or an Officer Authorised by the holder of that post.
- 4.6.6 The signed Contract shall be held in the council's Contract Store.
- 4.6.7 The Contract shall be registered on the council's Contracts Database.
- 4.7 Please see **Table 1** for a summary of the procurement thresholds and the associated processes.

## **5 CORPORATE CONTRACTS**

- 5.1 The council has a number of corporate Contracts where prices and service levels have been negotiated using historic and projected volumes to achieve the best value for the council as a whole.
- 5.2 Where corporate Contracts exist they must be used. If a Service Manager wishes to opt out of such corporate Contracts, the Officer responsible for the corporate Contract in question must be consulted and the reasons for the opt-out documented and approved.

## **6 CONTRACT VARIATIONS**

- 6.1 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.
- 6.2 Contracts must not be varied if a variation is not expressly permitted by the Contract.
- 6.3 If a budget has been approved, Officers duly authorised for this purpose can agree to variations up to 10 per cent of the total Contract value or £150,000, whichever is lowest. For all Contracts the value reported must represent the potential total additional cost across the term of the variation.
- 6.4 If the variation exceeds these thresholds, or there have been cumulative variations to this value, or there are significant departmental implications, or changes to service levels, arising from the variation (even if the variation has no financial value) approval must be sought from the Board using the prescribed form.
- 6.5 All Contract variations should be kept with the original Contract in the Contract Store and be reflected on the Contracts Database.
- 6.5 Officers must adhere to the Public Contracts Regulations 2015 and consider whether a variation is of such magnitude that a new Contract is required.

## **7 SOCIAL VALUE**

- 7.1 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 EU threshold. The Council will also informally apply this to all Contracts with a whole life value of over £25,000, where it is deemed appropriate.
- 7.2 Where appropriate, Social Value will be evaluated as part of the tender award criteria.
- 7.3 These requirements must not override the fundamental competition provisions that prohibit any discriminatory measures in favour of local suppliers.

## **8 SUSTAINABILITY**

- 8.1 Sustainable procurement offers the council the opportunity to encourage and work collaboratively with Suppliers to adopt practices that minimise environmental and social impacts. Officers must consider minimising the impact of the Contract on the environment whilst also acquiring goods, works and services at a competitive rate, and are required to consider ways of procuring more resource and energy efficient alternatives.
- 8.2 Where appropriate, sustainability will be evaluated as part of the tender award criteria.

## **9 EQUALITY AND DIVERSITY**

- 9.1 To ensure that the council procures goods, works and services in a way which promotes equality, Officers must, where appropriate;
- (a) seek information on a Supplier's equality policies and practices and, where appropriate, evaluate this to help short list suitable Suppliers;
  - (b) include equality clauses as standard in contracts to ensure Suppliers meet relevant statutory duties;
  - (c) encourage Small and Medium Enterprises, minority and voluntary groups to tender for suitable Contracts and create evaluation criteria that do not disadvantage these groups;
  - (d) have due regard to The Equality Act 2010.

## **10 WAIVERS**

- 10.1 Waivers of these CSOs may be sought in unforeseen or exceptional circumstances. Waivers must not be sought for reasons of poor planning nor as a means to by-pass these CSOs and cannot be given if they would contravene the Public Contracts Regulations 2015 or any other applicable legislation.
- 10.2 Any of the requirements of these CSOs may be waived in an individual case, by the person(s) authorised as follows:
- (a) where the estimated value of the Contract is less than £100,000, the Procurement Team Manager or any member of the Procurement Team as delegated by the Manager, or at the discretion of the Procurement Team, the Board;
  - (b) where the estimated value of the Contract is £100,000 or greater, the Board.
- 10.3 A request for the issue of a waiver must be made in writing, using the prescribed form, to the person authorised in 10.2. 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.
- 10.4 Waivers may be utilised where it can be demonstrated that the ability to act quickly to engage a single Supplier would make economic sense and fit with service

requirements, in circumstances where there is no more effective way to secure the capacity.

- 10.5 Officers must consult with the council's Contracts Lawyer to determine the conditions of Contract to be used.
- 10.5 Where a Contract has been awarded following the approval of a Waiver, the Officer shall register the Contract on the council's Contracts Database.
- 10.6 No waiver is granted retrospectively, unless in exceptional circumstances which shall be at the discretion of the Board.

## **11 COLLABORATIVE WORKING**

- 11.1 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.
- 11.2 Any Contracts entered into 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 these CSOs) will be deemed to comply with these CSOs and no exemption will be required.

**TABLE 1**

Estimated <u>Total</u> Contract Value (including all extension options)	Rules/Regulations to follow	Competition Requirements	Advertising Requirements	Notes
<b>Below £10,000</b>	IWC Contract Standing Orders	No formal competition required, although quotes can be sought in order to demonstrate best value	No advert required	<ul style="list-style-type: none"> <li>• Seek one written quote</li> <li>• Consider the use of a procurement card</li> <li>• Conditions of contract will be standard IWC T's and C's linked from the Purchase Order</li> <li>• Service Department to carry out and manage the process with any advice being sought from the Procurement Team if/when required</li> <li>• Officers must be able to demonstrate that they have achieved value for money</li> </ul>
<b>£10,001 - £25,000</b>	IWC Contract Standing Orders	Seek a minimum of 3 written quotes identified following market research or use a suitable/compliant Framework Agreement as per competition rules of Framework or seek a minimum of 3 written quotes from an Approved Supplier List	No advert required	<ul style="list-style-type: none"> <li>• Conditions of contract will be standard IWC T's and C's linked from the Purchase Order</li> <li>• Service Department to carry out and manage the process with any advice being sought from the Procurement Team if/when required</li> <li>• If Officers are not in a position to seek 3 quotes, the responsibility of 'waiving' this requirement will sit with the Service Manager. Any decision to waive must be documented</li> <li>• Officers must be able to demonstrate that they have achieved value for money</li> <li>• The setting up of a Framework Agreement or Approved List will be done in conjunction with the Procurement Team</li> </ul>
<b>£25,001 - £100,000</b>	IWC Contract Standing Orders	Formal Request for Quotation process using the open procedure, or use a suitable approved/compliant Framework Agreement or seek a minimum of 3 written quotes from an Approved Supplier List	Advertise on council, South East Business Portal and Contracts Finder websites	<ul style="list-style-type: none"> <li>• Conditions of contract will be standard IWC T's and C's with any special terms included where required</li> <li>• The procurement process will be co-ordinated by the Procurement Team through the council's e-tendering system</li> </ul>
<b>£100,001</b> to the relevant EU threshold	IWC Contract Standing Orders	IWC Invitation to Tender process using the open procedure, or use of a suitable approved/compliant framework or seek a minimum of 5 written quotes from an Approved Supplier List	Advertise on council, South East Business Portal and Contracts Finder websites and consider one industry publication	<ul style="list-style-type: none"> <li>• Conditions of contract will be the standard IWC T's and C's, or bespoke, at the discretion of the Contracts Lawyer</li> <li>• The procurement process will be co-ordinated by the Procurement Team through the council's e-tendering system</li> </ul>
<p><b>£4,104,394</b> and above for works contracts</p> <p><b>£589,148</b> and above for "light touch" contracts</p> <p><b>£164,176</b> and above for goods and services contracts</p> <p>These thresholds apply between 1st January 2016 to 31st December 2017</p>	Public Contracts Regulations 2015	Invitation to tender process in accordance with requirements of Public Contracts Regulations 2015	Advertise on Council, South East Business Portal and Contracts Finder websites, the Official Journal of the European Union (OJEU) and consider two industry publications	<ul style="list-style-type: none"> <li>• The conditions of contract will be the standard IWC T's and C's, or bespoke, at the discretion of the Contracts Lawyer</li> <li>• The procurement process will be co-ordinated by the Procurement Team through the council's e-tendering system</li> </ul>