**Procurement Policy**

**December 2023**

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**The on-line version is the only version that is maintained. Any printed copies should, therefore, be viewed as ‘uncontrolled’ and as such may not necessarily contain the latest updates and amendments.**

**POLICY AMENDMENTS**

Amendments to the Policy will be issued from time to time. A new amendment history will be issued with each change.

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# Introduction

The NHS Humber and North Yorkshire Integrated Care Board (ICB) is committed to procuring services that improve the health across our local community.

This policy is a key governance document for NHS Humber and North Yorkshire ICB and supports the Standing Financial Instructions and is aligned to the Operational Scheme of Delegation. The Procurement Policy sets out how NHS Humber and North Yorkshire ICB undertakes procurements and the associated decision making with regard to the relevant legislation, particularly the Provider Selection Regime and the Public Contract Regulations 2015.

# Purpose

The purpose of this policy is to provide NHS Humber and North Yorkshire ICB with a document that describes how to approach procurement considerations, decision making, and processes to ensure that the contracts agreed by NHS Humber and North Yorkshire ICB are robust and have regard to the relevant legislation, regulations and guidance.

This policy also describes the wider context for procurement and contracting decisions such as patient and public engagement and involvement as well as signposting to specialist technical support from within the NHS Humber and North Yorkshire ICB team.

# Definitions / Explanation of Terms

|  |  |
| --- | --- |
| Conflict of Interest | A situation where individuals have a direct or indirect financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the procurement process. |
| Contract | A binding agreement between two or more parties. |
| Engagement | Individual or collective feedback from service users to inform, influence and improve future provision. |
| Framework Agreement | An ‘umbrella’ agreement between one or more buyers and a single supplier or multiple suppliers. |
| Procurement | Procurement activities include identifying and specifying the need, acquiring and managing the supply of goods or services from a third party, purchasing, contracting, contract and supplier management and supply chain management. |
| Provider | As defined by the NHS Standard Contract used for the provision of healthcare services, the party identified to deliver such services. |
| Quotation | An abbreviated version of tender for lower value procurements. |
| Supplier | As defined by the NHS Provision of Services Contract, or Framework Call Off Agreement, used for the provision of non-healthcare service, the party identified to deliver such services. |
| Tender | A document created at the beginning stages of the procurement process. It is a request written by buyers detailing the goods or services that are required and the criteria on which they will award the contract to a supplier or suppliers. |

# Scope of the Policy

The policy applies to NHS Humber and North Yorkshire ICB and all its employees and must be followed by all those who work for the organisation, those on temporary or honorary contracts, secondments, pool staff, contractors, and students.

Non-compliance with this policy could potentially place NHS Humber and North Yorkshire ICB and the individual at risk of legal action.

# Duties / Accountabilities and Responsibilities

**5.1 Chief Executive**

The Chief Executive has overall responsibility for procurement for NHS Humber and North Yorkshire ICB.

**5.2 Executive Directors, NHS Place Directors, Place Finance Directors, Budget Holders**

Have responsibility for procurement and contract approvals in accordance with the Operational Scheme of Delegation and budgetary delegations.

* 1. **Assistant Director of Procurement and Contracts**

Responsible for the administrative co‐ordination of this policy and ensuring members of staff are aware of the policy and processes to be followed.

* 1. **Procurement and Contracts Team**

Responsible for providing specialist technical advice to ensure procurement processes are followed and suitable contract arrangements are in place.

* 1. **Responsibilities of the Procurement Panel**

The ICB is to establish a Procurement Panel which will report to the ICB Finance, Performance and Delivery Committee. The Procurement Panel will manage the pipeline of procurement decisions, ensuring consistency of procurement approach and adherence to procurement principles to ensure contract award recommendations are safe.

* 1. **Responsibilities for Approval**

The NHS Humber and North Yorkshire ICB Board will approve this Procurement Policy and any subsequent revisions.

# Procurement Policy Requirements

1. 1. **Context for Procurement**

Whatever the content and direction of the organisational strategy, NHS Humber and North Yorkshire ICB will need to answer the following key questions as it seeks to procure services:

* What are the needs for the service? Are the needs of the service the responsibility of the ICB? Are those needs currently being met?
* Where applicable, since the services were last reviewed:
  + have the needs of the service changed?
  + are there any lessons learned through service delivery?
  + can any improvements be identified?
* For healthcare services specifically,
  + how can we make sure that the services are provided in a more joined-up way with other services so that they are seamless from the perspective of the patient?
  + How can we get the professionals that are responsible for different elements of a patient’s care to work together more effectively for patients?
* Are our actions transparent? Do we have appropriate records of our decisions?
* Is there equity of access to opportunity to express interest in providing services?
* Are there any conflicts between the interests in commissioning the services and providing them? If so, how can we manage them to make sure that they do not affect or appear to affect the integrity of the award of any contract at a later point in time?
* Are our actions proportionate? Are they commensurate with the value of, complexity and where applicable for healthcare services the associated clinical risk, with the provision of the services in question and consistent with our commissioning priorities?
  1. **Engagement**

The ICB has a legal duty to involve local people in the decisions we make about their healthcare services.

Engagement activity is a fundamental element of the commissioning process for healthcare services and should be undertaken at the very start of any new service development / service redesign, and certainly before any decision relating to procurement is made.

The ICB’s Communications and Engagement Team will provide support and guidance in the development and delivery of engagement / consultation plans.

The completion of the Equality Impact Assessment (via the EIA tool) should be the first stage of any new service development / service redesign process and this will support the identification of those people affected, the scale and scope of any engagement activity, and the most appropriate tools and techniques to be utilised.

* 1. **Conflicts of Interest**

Conflicts of interest occurs when individuals are in a position to be influenced or appear to be influenced by a private or personal interest that could lead to a personal advantage or avoid a personal disadvantage.

Actual conflict of interest exists when, given personal or private interests, an individual is in a position to be influenced or to influence a decision in their favour. Potential conflict of interest exists when personal or private interests puts an individual in a position where they could be influenced or influence a decision in their favour. Finally, perceived conflict of interest exists when personal or private interest exposes an individual to being in a position where they could appear to be influenced or influence a decision in their favour in the undertaking of their duties. In all of these forms of conflict of interest the overriding factor is that the individual’s personal or private interest threatens to compromise a procurement process and decision making.

Private or personal interests that could lead to actual, potential or perceived conflict of interest may include professional and/or social activities and interest with individuals or groups, in addition to family and friends. Personal or private interests can be monetary or non-monetary.

Conflicts of interest exist and are not necessarily wrong or unethical; what is important is to identify any conflicts of interest and manage them. Processes to manage conflicts of interest are built into procurement processes for both ICB employees and other stakeholders as well as for those suppliers seeking contracts with the ICB.

* 1. **Sustainable Procurement**

The NHS is a major employer and economic force both in the ICB and across the country and the ICB recognises the impact of its purchasing and procurement decisions on the regional economy and the positive contribution that can be made to economic and social regeneration.

Wherever possible, and where it does not contradict or contravene procurement principles, the ICB will work to develop and support a sustainable local health economy. The ICB will also consider the wider impact of procurement on communities, particularly the opportunity for additional economic, social and environmental ‘community benefits’ that contribute to delivery of measurable population health benefits and a reduction in health inequalities. Social value is a Key Criterion for the Provider Selection Regime for the procurement of health care services and where appropriate social value clauses will be included in tender documentation and contracts for non-health care services.

* 1. **Budget / Funding Availability**

A procurement process should only be commenced when budget or external funding is identified and confirmed available to spend in line with ICB financial approval processes.

* 1. **Financial Thresholds**

For procurements decisions to which a financial threshold applies, the relevant contract value for application of the threshold is the total lifetime contract value inclusive of any applicable Value Added Tax (VAT) also including any planned future phases of work which could be reasonably foreseen to be required to be delivered by a single provider.

Procurements and their subsequent contractual agreements must not be artificially segmented to avoid following the requisite procurement process.

* 1. **Procurement of Consultancy Services**

Any proposed procurement of consultancy services that is anticipated to have a contract value in excess of £50,000 requires the submission of a business case to NHS England for approval prior to commencing any procurement process. This is required regardless of the source of funding and is in addition to ICB approval to commit expenditure.

Business Cases must be submitted to NHS England by the Executive Director of Finance and Investment, or other officer duly nominated by them.

The £50,000 threshold applies to the entire contract value including any planned future phases of work which could be reasonably foreseen to be required to be delivered by a single provider. Procurements of consultancy services and their subsequent contractual agreements must not be artificially segmented to avoid undertaking the NHS England business case approval process.

# Procurement of Health Care Services

From 1 January 2024 the Provider Selection Regime, applies to the procurement of health care services for relevant authorities, including Integrated Care Boards.

The Provider Selection Regime replaces the National Health Service (Procurement, Patient Choice and Competition) (No 2) Regulations 2013 (the PPCCR) and, alongside its introduction, removes the procurement of health care services, when procured by relevant authorities under the Provider Selection Regime, from the scope of the Public Contracts Regulations 2015 (the PCR). The PCR and the PPCCR had set the expectation that competitive tendering is used to award contracts for health care services. The Provider Selection Regime has been designed to give the relevant authorities to which it applies more flexibility in selecting providers for health care services.

**7.1 Scope of the Provider Selection Regime**

Health care services in scope of the regime must fall within one or more of the common procurement vocabulary (CPV) codes, which are set out in Schedule 1 of the Regulations.

In scope are:

* health care services arranged by the NHS e.g., hospital, community, mental health, primary health care services,
* public health services arranged by local authorities e.g., substance use, sexual and reproductive health, and health visitors.

Out of scope are:

* goods e.g., medicines, medical equipment
* social care services
* Non-health care services or health-adjacent services e.g., capital works, business consultancy.

Mixed Procurements which are contracts comprising of a mixture of in-scope health care services and out of scope services or goods are allowable under the Provider Selection Regime when both of the following statements are true:

* The main subject matter of the procurement is relevant health care services which means that the health care service element is more than 50% of the contract value,
* The ICB is of the view that the other goods or services could not be reasonably be supplied under a separate contract.

**7.2 Awarding contracts using the Provider Selection Regime**

The Provider Selection regime includes five processes for awarding contracts:

* Direct Award Process A
* Direct Award Process B
* Direct Award Process C
* The Most Suitable Provider Process
* Competitive Process.

**7.2.1 Direct Award Process A**

*Must* be used where there is an existing provider for the services and that provider is the only capable provider.

Services arranged using direct award process A may include, but are not limited to:

* Type 1 and 2 urgent and emergency services and associated emergency inpatient services,
* 999 emergency ambulance services,
* NHS urgent mental health crisis services,
* services established as a commissioner requested services (CRS),
* services provided by NHS trusts designated as ‘essential services’ in their NHS Standard Contract,
* a service that is interdependent with, and cannot realistically be provided separately from, another service which only that provider can realistically provide (e.g., because of a need for cross-specialty or cross-service working).

**7.2.2 Direct Award Process B**

*Must* be used where people have a choice of providers, and the number of providers is not restricted by the ICB. The ICB must have arrangements in place to enable providers to express an interest in providing the health care services in question and offers a contract to all eligible providers.

Services arranged using direct award process B may include, but are not limited to:

* elective services led by a consultant or mental health care professional where patients have a legal right to Choice,
* other elective services where patients do not have a legal right to Choice, but for which ICBs voluntarily offer patients a choice of providers and where the number of providers is not restricted by the ICB through provider selection (e.g., mandatory eye health services, audiology, podiatry services, NHS continuing healthcare services, public health services such as over-forty health checks).

**7.2.3 Direct Award Process C**

*May* be used where:

* the ICB is not required to follow Direct Award Processes A or B, and
* there is an existing provider for the services whose contract is expiring, and
* the existing provider is satisfying the original contract and will likely satisfy the proposed new contract, and
* the services are not changing considerably.

**7.2.4 The Most Suitable Provider Process**

*May* be used where:

* the ICB is not required to follow Direct Award Processes A or B, and
* the ICB does not wish to or cannot follow Direct Award Process C, and
* the ICB is of the view, taking into account likely providers and all relevant information available to the ICB at the time, that it is likely to be able to identify the most suitable provider.

**7.2.5 Competitive Process**

*Must* be used where:

* the ICB is not required to follow Direct Award Processes A or B, and
* the ICB does not wish to or cannot follow Direct Award Process C or the most suitable provider process, and
* the ICB wishes to establish a framework agreement.

A flow chart illustrating the decision making for the Provider Selection Processes is included at Appendix A.

**7.3 Key Criteria for Provider Selection Processes**

**7.3.1** There are five key criteria that must be considered when assessing providers under direct award process C, the most suitable provider process, or the competitive process. These are:

• Quality and innovation

• Value

• Integration, collaboration, and service sustainability

• Improving access, reducing health inequalities, and facilitating choice

• Social Value.

**7.3.2** When assessing a provider against the key criteria, all five key criteria must be considered, and none should be discounted. However, the relative importance of the criteria will be agreed within the ICB.

* 1. **Basic Selection Criteria**

**7.4.1** The ICB may impose on providers certain requirements that are appropriate to ensure that a provider has the legal and financial capacities and the technical and professional abilities to perform the contract to be awarded, which may relate to:

* suitability to pursue a particular activity,
* economic and financial standing,
* technical and professional ability.
  + 1. All requirements must be related and proportionate to the subject matter of the contract or framework agreement.
  1. **Contract Modifications**

**7.5.1** Modifications to contracts are permitted under the Provider Selection Regime if the modification is:

1. Clearly and unambiguously provided for in the original contract.

*If this modification is £500,000 or over and is attributable to the ICB, then a transparency notice must be published.*

1. Solely a change in the identity of the provider.

*If this modification is £500,000 or over and is attributable to the ICB, then a transparency notice must be published.*

1. Made in response to external factors beyond the control of the ICB and the provider, such as changes in patient or service user volume or changes in indexing; but do not render the contract materially different in character.

*If this modification is £500,000 or over and is attributable to the ICB, then a transparency notice must be published.*

1. Attributable to the ICB, does not render the contract materially different in character, and the change in the lifetime value of the contract, compared to its value when it was entered into, is under £500,000 or represents less than 25% of the original contract value.

*A transparency notice is not required.*

1. Attributable to the ICB, does not render the contract materially different in character, and the change in the lifetime value of the contract, compared to its value when it was entered into, is over £500,000 and represents less than 25% of the original contract value.

*A transparency notice must be published in these circumstances.*

1. Made to a contract that was originally awarded under Direct Award Process A or Direct Award Process B and the modification does not render the contract materially different in character.

*If the modification is attributable to the ICB, and the cumulative change in the lifetime value of the contract is £500,000 or more then a transparency notice must be published.*

* + 1. Modifications are not permitted under the Provider Selection Regime, if the modification is attributable to a decision made by the ICB and:
* The changes render the contract materially different in character, or
* The changes are over £500,000 and represent over 25% of the original contract value.
  1. **Urgent Situations**

**7.6.1** There are a small, limited number of occasions where the ICB may need to act urgently in an emergency. Urgent circumstances include where:

* Acting rapidly in an unforeseen emergency that is not attributable to the ICB; local, regional or national crisis. For example, to deal with a pandemic,
* Urgent quality and/or safety concerns that pose risks to patients or service users, and necessitate rapid changes (where it would not be feasible to undertake a provider selection process),
* The existing provider is suddenly unable to operate and a new service provider needs to be identified.
  + 1. The ICB must carry out a full provider selection process once the emergency has passed. If this time period is over 12 months, then a justification must be provided by the ICB.
  1. **Transparency, Publication of Notices and Record Keeping**
     1. The Provider Selection Regime requires the following from ICBs:
* Transparency notices are published when contracts are awarded and in some situations before contract awards are made,
* Detailed evidence is kept of decisions and decision-making processes, which may be required to share with providers if they a representation is received,
* An annual summary is published, which details how many contracts were awarded using each of the provider selection processes.
  + 1. A summary of transparency requirements in respect of publishing notices is included at Appendix B.
    2. The ICB must keep records of considerations throughout the award process. These records may be requested as part of a review during the standstill period. Records must include:​​
* the relative importance of each of the key criteria and the rationale for their relative importance and how the basic selection criteria were assessed,
* name and address of the provider,
* the decision-making process followed to select a provider,
* the rationale for the decision,
* for mixed procurements, how the procurement meets the requirements for mixed procurement,
* details of the individual/individuals making the decision,
* any declared or potential conflicts of interest for individuals involved in decision making and how these were managed.
  1. **Standstill and Representations**

**7.8.1** When following Direct Award Process C, the Most Suitable Provider Process, and the Competitive Process – following the publication of the Intention to Award a Contract notice the ICB must observe the standstill period.

* + 1. The standstill is a period of eight working days(which may be extended) during which representations can be made and must be responded to.
    2. The standstill period allows the ICB to consider any representations received and to respond as appropriate. The ICB must allow the provider five working days to consider their feedback before closing the standstill period.
    3. The standstill period should be extended (unless in exceptional circumstances) if the representation is considered by the Provider Selection Regime Review Panel.
    4. The ICB is only obliged to respond to representations if:
* The representation comes from a provider who might otherwise have been a provider of the services to which the contract relates, and
* The provider is aggrieved by the decision of the ICB, and
* The provider believes that the ICB has failed to apply the Provider Selection Regime correctly and they are able to set out reasonable grounds to support their belief, and
* The representation is submitted in writing to the ICB.
  + 1. If a representation is received, then the ICB:
* must ensure that the provider has been afforded the opportunity to explain or clarify their representation
* is expected to provide an indicative timeframe for when the representation might be considered by,
* must provide any information requested by the provider that the ICB is required to keep,
* must consider the representation(s) made, and review evidence and information used to make the original decision,
* must consider whether the representation has merit i.e., in identifying that process has not been correctly followed,
* must decide whether to return to an earlier step, abandon the process, or award the contract as originally intended,
* must communicate the decision promptly to all interested parties and wait at least five working days before closing the standstill period.
  + 1. Representations received by the ICB will be considered by members of the Board who have not been involved in the contract award decision.
    2. Throughout the standstill period, there should be ongoing communication between the ICB and provider about the representations that were made.
    3. If the provider remains unsatisfied with the response of the ICB to its representation and remains of the view that the Provider Selection Regime has not been applied correctly, the provider may submit a representation to the Provider Selection Regime Review Panel. The panel will be an independent panel, made available by NHS England. It will review representations made by a provider and will share their advice with the ICB about whether the Provider Selection Regime has been applied correctly.
    4. The standstill period should not be closed (unless in exceptional circumstances), and the contract awarded, until the panel has concluded their review.
    5. A flowchart illustrating the process for reviewing a decision during the standstill period is included at Appendix B.
  1. **Reporting and Monitoring of Compliance** 
     1. The ICB must publish online, on a publicly available website accessible free of charge, an annual summary of its contracting activity for the provision of relevant health care services.
     2. The annual summary must include:
* the number of contracts awarded in the year to which the summary relates where Direct Award Process A, Direct Award Process B or Direct Award Process C was followed;
* the number of contracts awarded in the year to which the summary relates where the Most Suitable Provider Process was followed;
* the number of contracts awarded in the year to which the summary relates where the Competitive Process was followed;
* the number of framework agreements concluded in the year to which the summary relates;
* the number of contracts awarded based on a framework agreement in the year to which the summary relates;
* the number of contracts awarded and modifications made in reliance on regulation 14 (urgent award or modification) in the year to which the summary relates;
* the number of new providers to whom a contract was awarded in the year to which the summary relates;
* the number of providers who held a contract in the previous year but no longer hold any contracts in the year to which the summary relates;
* the number of written representations and received during standstill periods which ended in the year to which the summary relates and a summary of the nature and impact of those representations.
  + 1. The ICB must:
* monitor its compliance with these Regulations, and
* publish online, on a publicly available website accessible free of charge, an annual report of the results of that monitoring including information as to how any non-compliance will be addressed.

# Procurements out of scope of the Provider Selection Regime (PSR)

Where services or goods are required by NHS Humber and North Yorkshire ICB that are outside the scope of the Provider Selection Regime, there may be a number of options available. Contracting and/or procurement colleagues should be consulted for specialist advice as these options are considered.

**Options for Procurement for goods and services outside the scope of the PSR**

**Framework Agreement**

Is there a suitable Framework that can be accessed?

See 8.3

**Direct Award**

Is there a case to make a direct award and approve a tender waiver?

See 8.5

**Quotations**

Is the contract value low enough to mean that quotations are sufficient?

See 8.4

**Competitive Tenders**

For contract values over the thresholds (£213,477 whole lifetime contract value including VAT) competitive tendering is required.

See 8.6

**1. Contract Extension**

Is there provision in the contract to extend for a defined period?

See 8.1

**3. Routes to Market**(if 1. & 2. not possible or desirable)

**2. Contract Variation**

Is there scope to vary an existing contract?

See 8.2

* 1. **Contract Extension**

Contract extensions (i.e. an extension to the length of time) may be possible where an existing contract allows for extension and this was always contemplated by the contracting parties (\* To note for competitive tenders this would be outlined in any contract notice advert originally issued in respect of the contract).

* 1. **Contract Variation**

Where there is a contract for services already in place, NHS Humber and North Yorkshire Integrated Care Board may be able to use the variation processes in that contract to secure incremental change to service provision where this does not render the contract materially different in character to the one originally procured.

Contract values may be increased to a maximum 10% of the original contract value without the need to re-procure. To increase the contract value above 10%, justification must be made for additional works, services or supplies by the original contractor that have become necessary and were not included in the initial procurement, where a change of contractor:

1. cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement, or
2. would cause significant inconvenience or substantial duplication of costs for the contracting authority,

provided that any increase in price does not exceed 50% of the value of the original contract.

or, where all of the following conditions are fulfilled:

1. the need for modification has been brought about by circumstances which a diligent contracting authority could not have foreseen;
2. the modification does not alter the overall nature of the contract;
3. any increase in price does not exceed 50% of the value of the original contract or framework agreement.
   1. **Framework Agreements**

NHS Humber and North Yorkshire Integrated Care Board may utilise any available framework agreement to satisfy its requirements for works, services or goods but only if it complies with the requirements of Procurement legislation in doing so, which include (but are not limited to) ensuring that:

* the framework agreement was procured on behalf of NHS Humber and North Yorkshire Integrated Care Board (or its predecessor organisations);
* the framework agreement includes NHS Humber and North Yorkshire Integrated Care Board’s requirement within its scope.
* where the framework agreement is a multi-operator framework agreement, the process for the selection of providers to be awarded call-off contracts under the framework agreement is followed; and
* the call-off contract entered into with the Supplier contains the contractual terms set out by the framework agreement.
  1. **Quotations: Competitive and Non-Competitive**

Competitive and non-competitive quotations must be sought as follows:

|  |  |  |
| --- | --- | --- |
| **Contracts outside of the scope of the Provider Selection Regime** | **Contract Value** | **Usual procedure** |
| Up to £1,000 | Minimum of one written quotation |
| £1,001 to £10,000 | Minimum of two written quotations |
| £10,001 to £213,477 | Minimum of three written quotations |
| *Above £213,477* | *Competitive tendering* |

***All values quoted are total contract value (i.e. aggregated ICB total) for the full lifetime of the contract, inclusive of VAT and funding must be secured into designated budgets.***

Where competitive quotations are required, quotations should be obtained from the required number of organisations/individuals based on written specifications for the goods or services required.

Quotations must be obtained in writing and should, subject to compliance with the provisions of the Freedom of Information Act 2000, be kept as confidential and should be retained for six months from the date of receipt for inspection.

Quotations received must be evaluated by applying relevant and proportional criteria to select the quotation which gives the best value, this may be based on Quality / Price, Price only, or Quality only.

* 1. **Direct Award and Tender Waivers**

A new contract may be awarded to a single provider / supplier without obtaining competitive tenders or quotations subject to certain requirements.

A competitive tendering exercise is not required by NHS Humber and North Yorkshire Integrated Care Board where:

1. Expenditure is below thresholds (£213,477 for goods and services outside of the Provider Selection Regime) subject to the expectation outlined in section 8.4 of this Policy
2. Disposals
3. A consortium arrangement is in place and a lead organisation in undertaking the tendering process.

Formal tendering procedures **may be waived** in the following circumstances:

(a) in very exceptional circumstances where any two of the Chief Executive Officer, Executive Director of Finance and Investment or Deputy Chief Executive/Chief Operating Officer decides that formal tendering procedures would not be practicable or the estimated expenditure or income would not warrant formal tendering procedures, and the circumstances are detailed in an appropriate NHS Humber and North Yorkshire Integrated Care Board record;

(b) where the timescale genuinely precludes competitive tendering for reasons of extreme urgency brought about by events unforeseeable by NHS Humber and North Yorkshire Integrated Care Board and not attributable to NHS Humber and North Yorkshire Integrated Care Board. Failure to plan work properly is not a justification for waiving the requirement to tender;

(c) where the works, services or supply required is available from only one source for technical or artistic reasons or for reasons connected with the protection of exclusive rights;

(d) when the goods required by NHS Humber and North Yorkshire Integrated Care Board are a partial replacement for, or in addition to, existing goods and to obtain the goods from a supplier other than the supplier who supplied the existing goods would oblige NHS Humber and North Yorkshire Integrated Care Board to acquire goods with different technical characteristics and this would result in:

* incompatibility with the existing goods; or
* disproportionate technical difficulty in the operation and maintenance of the existing goods.

for the provision of legal advice and/or services provided that any provider of legal advice and/or services commissioned by NHS Humber and North Yorkshire Integrated Care Board is regulated by the Solicitors Regulation Authority for the conduct of their business (or by the Bar Council for England and Wales in relation to the obtaining of Counsel’s opinion) and are generally recognised as having sufficient expertise in the area of work for which they are commissioned. The Executive Director of Finance and Investment will ensure that any fees paid are reasonable and within commonly accepted rates for the costing of such work.

Quotations **may be waived** in exceptional circumstances for goods or services of special character or required quickly and not available under existing contracts subject to the approval of the NHS Place Director, NHS Place Director of Finance or Executive Director.

Non-competitive quotation should not be used with the object of avoiding competition or solely for administrative convenience and where it is decided that competitive quotations need not be obtained.

All contract award decisions must be formally documented. Following a decision for a direct contract award for a service with a lifetime contract value including VAT above the competitive tendering threshold, a waiver of tender must be completed and appropriately authorised in line with section 8.5 of this Policy, (see Appendix C)

Tender waivers approvals are equivalent to Contract Awards and approved using the same delegation. The Executive Director of Finance and Investment will maintain a record of all tender waivers which will be reported to the Audit Committee for transparency purposes.

* 1. **Competitive Tenders**

Competitive tenders are required when expenditure is anticipated to exceed £213,477 for goods and services outside of the scope of the Provider Selection Regime, this value is total contract value (i.e. aggregated ICB total) for the full lifetime of the contract, inclusive of VAT and funding must be secured into designated budgets.

The Public Contract Regulations (2015)describes the following tendering procedures:

* Open (*most often used for healthcare services*)
* Restrictive
* Competitive Dialogue
* Competitive Procedure with Negotiation
* Negotiated Procedure
* Innovation Partnership
* Light Touch Regime.
  1. **Requirements of a Tender Process**
     1. **Equality of Treatment**

NHS Humber and North Yorkshire Integrated Care Board shall ensure that no sector of any market (public, private, third sector/social enterprise) is given an unfair advantage in the design or conduct of any tender process.

* + 1. **Non-Discrimination**

The subject matter and the scope of the contract opportunity should be described in a non-discriminatory manner. NHS Humber and North Yorkshire Integrated Care Board should utilise generic and/or descriptive terms, rather than the trade names of particular products or processes or their manufacturers or their suppliers.

* + 1. **Conflicts of Interest**

Conflicts of interest must be identified and managed in accordance with current legislation and regulations. This may, on occasion, require the exclusion of specific individuals from participating in a procurement process or decision making.

* + 1. **Advertisement of Contract Opportunities**

Where a contract opportunity falls within the Regulations and a process compliant with the Regulations is required, a Find a Tender Service Notice and Contracts Finder Notice should be utilised.

* + 1. **Invitation to tender**

All invitations to tender shall state the date and time that is the latest time for the receipt of tenders and all tenders are to be submitted electronically. Every invitation to tender must require each bidder to give an undertaking not to engage in collusive tendering or other restrictive practice and not to engage in canvassing NHS Humber and North Yorkshire Integrated Care Board, its employees or officers concerning the contract opportunity tendered.

* + 1. **Receipt and safe custody of tenders**

Electronic tenders will have an electronic date/time stamp of all actions automatically created through the eTendering system. This audit trail is available for review in real-time by all officers with appropriate access rights and cannot be edited. Tenders cannot be ‘opened’ or supplier information viewed until the pre-determined time and date for opening has passed.

* + 1. **Opening and Registers of electronic tenders**

The nominated registered eTendering user will be able to access the electronic tenders and release them once the time and date for opening has passed. An auditable electronic log of actions, which may not be edited, is created including procurement and supplier time/date stamped actions. NHS Humber and North Yorkshire Integrated Care Board shall employ a system to archive, date and record access to such tender submissions.

* + 1. **Late tenders**

Tenders received after the due time and date, but prior to the opening or accessing of the other tenders, may be considered only if the Executive Director of Finance and Investment or a nominated officer decides that there are exceptional circumstances i.e. evidence of system failure.

Only in the most exceptional circumstances will a tender be considered which is received after the opening or accessing of the other tenders and only then if the tenders that have been duly opened or accessed have not left the custody of the Executive Director of Finance and Investment or a nominated officer or if the process of evaluation and adjudication has not started.

Accepted late tenders will be reported at the point of contract award.

* + 1. **Acceptance of Formal Tenders**

Any discussions with a tenderer which are deemed necessary to clarify technical aspects of their tender before the award of a contract will not disqualify the tender. Incomplete tenders (i.e. those from which information necessary for the adjudication of the tender is missing) and amended tenders (i.e. those amended by the tenderer upon their own initiative either orally or in writing after the due time for receipt) will be dealt with in the same way as late tenders (see 6.6.8 above). Where examination of tenders reveals errors which would affect the tenders financial value, the tenderer may be given details of such errors and afforded the opportunity of confirming or withdrawing their offer.

* + 1. **Evaluation of Tenders**

Evaluation criteria must be designed based on determining the provider(s) most capable of delivering the requirements and that provide best value for money. Each invitation to tender must state the evaluation criteria to be used to evaluate the tender and the relative weightings of each such criteria. This must be based on the Most Economically Advantageous Tender (MEAT) methodology and not price alone as a determining factor.

* + 1. **Approving tender price greater than the financial allocation for the tender**

A tender price greater than the financial allocation for the tender can be approved as follows:

|  |  |
| --- | --- |
| **Delegated Authority** | **Additional expenditure** |
| Executive Director of Finance and Investment | ≥ £50k |
| Executive Director of Finance and Investment  or  Place Director of Finance | < £50k |

* + 1. **Retention of records**

All Tenders should be subject to compliance with the provisions of the Freedom of Information Act 2000 and be kept confidential and retained as follows:

* Successful tenders - 6 years following the end of the contract expiry date,
* Unsuccessful tenders - 6 years from the award of tender date.

# Contract Award for contracts in scope of the Provider Selection Regime

Providing all the requirements set out in this Policy have been fully complied with, formal authorisation and awarding of a contract may be agreed as below.

* 1. Contract Award for contracts in scope of the Provider Selection Regime

|  |  |  |
| --- | --- | --- |
| **Process** | **Delegation for Contract Award** | **Ref. Docs / Other Info** |
| Direct Award Process A | HNYICB Finance, Performance and Delivery Committee | *Procurement Policy* |

|  |  |  |
| --- | --- | --- |
| **Process** | **Delegation for Contract Award** | **Ref. Docs / Other Info** |
| Direct Award Process B | Any two of:  Executive Director of Finance and Investment  Deputy Chief Executive / Chief Operating Officer  Chief Executive Officer | *Procurement Policy* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Process** | **Delegation for Contract Award** | | | **Ref. Docs / Other Info** |
|  | **Single Place Budget with formal delegation** | **Single Place Budget (not delegated)** | **Multi Place Budget** |
| Direct Award Process C  Or  The Most Suitable Provider Process  Or  Competitive Process | **Contract value (total) ≥£5.0 million per annum**  HNYICB Finance, Performance and Delivery Committee | **Contract value (total) ≥£5.0 million per annum**  HNYICB Finance, Performance and Delivery Committee | **Contract value (total) ≥£5.0 million per annum**  HNYICB Finance, Performance and Delivery Committee | *Procurement Policy*  *Budgetary Control Framework* |
| **Contract value (total) <£5.0 million per annum**  Place Health and Care Partnership Committee | **Contract value (total) <£5.0 million per annum**  NHS Place Director and Place Director of Finance | **Contract value (total) <£5.0 million per annum**  NHS Place Director and Place Director of Finance from each Place (or lead Place where agreed) |

* 1. Contract Award for contracts out of scope of the Provider Selection Regime

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Process** | **Delegation for Contract Award** | | | | **Ref. Docs / Other Info** |
|  | **Single Place Budget with formal delegation** | **Single Place Budget (not delegated** | **Multi Place Budget** | **Centrally held ICB wide Budget** |
| Contracts outside of the scope of the Provider Selection Regime | **Contract value (total) ≥£5.0 million per annum**  HNYICB Finance, Performance and Delivery Committee  **Contract value (total) <£5.0 million per annum**  Place Health and Care Partnership Committee | **Contract value (total) ≥£5.0 million per annum**  HNYICB Finance, Performance and Delivery Committee  **Contract value (total) <£5.0 million per annum**  NHS Place Director and Place Director of Finance | **Contract value (total) ≥£5.0 million per annum**  HNYICB Finance, Performance and Delivery Committee  **Contract value (total) <£5.0 million per annum**  NHS Place Director and Place Director of Finance from each Place (or lead Place where agreed) | **Contract value (total) ≥£5.0 million per annum**  HNYICB Finance, Performance and Delivery Committee  **Contract value (total) <£5.0 million per annum**  Relevant Executive Director and Executive Director of Finance and Investment | *Procurement Policy*  *Budgetary Control Framework* |

# Contract Signature

The following delegations are authorised to sign appropriately completed contract documentation within agreed budgets:

* 1. Contract Signature for contracts in scope of the Provider Selection Regime

|  |  |  |
| --- | --- | --- |
| **Process** | **Delegation for Contract Signature** | **Ref. Docs / Other Info** |
| Direct Award Process A | Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | *Procurement Policy* |

|  |  |  |
| --- | --- | --- |
| **Process** | **Delegation for Contract Signature** | **Ref. Docs / Other Info** |
| Direct Award Process B | Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | *Procurement Policy* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Process** | **Delegation for Contract Signature** | | | **Ref. Docs / Other Info** |
|  | **Single Place Budget with formal delegation** | **Single Place Budget (not delegated)** | **Multi Place Budget** |
| Direct Award Process C  Or  The Most Suitable Provider Process  Or  Competitive Process | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | *Procurement Policy*  *Budgetary Control Framework* |
| **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance | **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance | **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance from nominated lead Place |
| **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder from nominated lead Place |

* 1. Contract Signature for contracts out of scope of the Provider Selection Regime

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Process** | **Delegation for Contract Signature** | | | | **Ref. Docs / Other Info** |
|  | **Single Place Budget with formal delegation** | **Single Place Budget (not delegated** | **Multi Place Budget** | **Centrally held ICB wide Budget** |
| Contracts outside of the scope of the Provider Selection Regime | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | *Procurement Policy*  *Budgetary Control Framework* |
| **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance | **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance | **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance from nominated lead Place | **Contract value (total) <£5.0 million per annum**  Relevant Executive Director or Executive Director of Finance and Investment |
| **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder from nominated lead Place | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder |

# Contract Modifications

The following delegations are authorised to sign appropriately completed contract documentation within agreed budgets:

* 1. Contract Modifications for contracts in scope of the Provider Selection Regime

|  |  |  |
| --- | --- | --- |
| **Process** | **Delegation for Contract Modification** | **Ref. Docs / Other Info** |
| Direct Award Process A | Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | *Procurement Policy* |

|  |  |  |
| --- | --- | --- |
| **Process** | **Delegation for Contract Modification** | **Ref. Docs / Other Info** |
| Direct Award Process B | Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | *Procurement Policy* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Process** | **Delegation for Contract Modifications** | | | **Ref. Docs / Other Info** |
|  | **Single Place Budget with formal delegation** | **Single Place Budget (not delegated)** | **Multi Place Budget** |
| Direct Award Process C  Or  The Most Suitable Provider Process  Or  Competitive Process | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | *Procurement Policy*  *Budgetary Control Framework* |
| **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance | **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance | **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance from nominated lead Place |
| **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder from nominated lead Place |

* 1. Contract Modifications for contracts out of scope of the Provider Selection Regime

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Process** | **Delegation for Contract Modifications** | | | | **Ref. Docs / Other Info** |
|  | **Single Place Budget with formal delegation** | **Single Place Budget (not delegated** | **Multi Place Budget** | **Centrally held ICB wide Budget** |
| Contracts outside of the scope of the Provider Selection Regime | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | **Contract value (total) ≥£5.0 million per annum**  Executive Director of Finance and Investment or Deputy Chief Executive / Chief Operating Officer or Chief Executive Officer | *Procurement Policy*  *Budgetary Control Framework* |
| **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance | **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance | **Contract value (total) <£5.0 million per annum**  NHS Place Director or Place Director of Finance from nominated lead Place | **Contract value (total) <£5.0 million per annum**  Relevant Executive Director or Executive Director of Finance and Investment |
| **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder from nominated lead Place | **Contract value (total) >£50,000 <£5.0 million per annum**  Budget holder |

# Special Requirements - Disposals

Competitive Tendering or Quotation procedures shall not apply to the disposal of:

(a) any matter in respect of which a fair price can be obtained only by negotiation or sale by auction as determined (or pre-determined in a reserve) by the Chief Executive Officer or his/her nominated officer;

(b) obsolete or condemned articles and stores, which may be disposed of as instructed by the Executive Director of Finance;

(c) items to be disposed of with an estimated sale value of less than £5,000, this figure to be reviewed on a periodic basis;

(d) items arising from works of construction, demolition or site clearance, which should be dealt with in accordance with the relevant contract; and/or

(e) land or buildings concerning, subject to compliance with all applicable Department of Health and Social Care guidance.

# Public Sector Equality Duty

All policies should include a statement that NHS Humber and North Yorkshire aims to design and implement services, policies and measures that meet the diverse needs of our service, population and workforce, ensuring that none are placed at a disadvantage over others.

It is required that a Equality Impact Assessment (QEIA) is carried out on a new policy that is likely to impact on patients, carers, communities or staff.

Potential adverse impact on any protected group identified through the QEIA will be monitored as part of the routine work to monitor compliance with the policy.

# Consultation

Consultation has been undertaken within the Finance Directorate including the Place Finance Directors and members of the Procurement and Contracts Team.

# Training

This policy will be published on the ICB’s website.

All members of the Procurement and Contracts Team will be given training for implementation of this policy.

Due to the potential legal implications there is a need to ensure that there is wide understanding of the requirements of the Procurement Policy across the ICB and training will be undertaken in a variety of formats to meet these needs.

The policy will be brought to the attention of all new employees as part of the

induction process.

It will be continually reiterated that specialist technical advice and support is available from the Procurement and Contracts team.

# Monitoring Compliance with the Document

Compliance with the policy will be through the maintenance of the ICB’s official contract register and identifying instances where appropriate governance in respect of procurement has not been undertaken.

# Arrangements for Review

This Procurement Policy will be reviewed every year as a minimum and more frequently if indicated by changes in legislation or regulations.

# Dissemination

Notification of this policy will be included in the staff email bulletin and

staff briefings.

The policy will be published on the ICB website for transparency in respect of the ICB’s procurement processes.

# Associated Documentation

ICB Standing Financial Instructions

ICB Scheme of Reservation and Delegation

ICB Operational Scheme of Delegation

# References

The Health Care Services (Provider Selection Regime) Regulations 2023

[The Health Care Services (Provider Selection Regime) Regulations 2023 (legislation.gov.uk)](https://www.legislation.gov.uk/ukdsi/2023/9780348252613/contents)

Public Contract Regulations 2015

<https://www.legislation.gov.uk/uksi/2015/102/contents/made>

Public Services (Social Value) Act 2012

<https://www.legislation.gov.uk/ukpga/2012/3/enacted>

# Appendices

Appendix A – Flowchart – Getting to the right decision for Provider Selection Regime

Appendix B – Flowchart: Reviewing decisions during the Provider Selection Regime standstill period

Appendix C - Record of Waiving of Procurement Policy relating to Competitive Tendering Procedure

# APPENDIX A – Getting to the right decision for Provider Selection Regime

**A screenshot of a computer screen

Description automatically generated**

# APPENDIX B – Reviewing decisions during the Provider Selection Regime standstill period

**A diagram of a company

Description automatically generated**

# APPENDIX C – Tender Waiver template

Ref. No**:**

**RECORD OF WAIVING OF PROCUREMENT POLICY**

**RELATING TO COMPETITIVE TENDERING PROCEDURE**

A Tender Waiver should be completed with the support of a member of the Contracts and Procurement Team.

Tender Waivers are not relevant for contracts for health care services awarded under the Provider Selection Regime.

**PROPOSAL FOR TENDER WAIVER**

Humber and North Yorkshire Integrated Care Board Procurement Policy (version 2) describes the requirements for competitive tendering. Contract awards made outside of this, e.g. direct awards must be supported by completion of this waiver.

The value of the contract award will determine whether a Tender Waiver is required, please use the following table which is extracted from the NHS Humber and North Yorkshire Integrated Care Board’s Procurement Policy (version 1, March 2023) paragraph 6.5.4:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract Value** | **Usual Procedure** | **Waiver required** |
| **Contracts outside of the scope of the Provider Selection Regime** | Up to £1,000 | Minimum of one written quotation | **No waiver required, the rationale for direct award to be recorded in the contract award decision record.** |
| £1,001 to £10,000 | Minimum of two written quotations |
| £10,001 to £213,477 | Minimum of three written quotations |
| Above £213,477 | Competitive tendering | **Tender Waiver** |

All values quoted are total contract value (i.e. aggregated ICB total) for the full lifetime of the contract, inclusive of VAT and funding must be secured into designated budgets.

|  |  |
| --- | --- |
| **Description of Service:**  *What is the service and why is it required?* |  |
| **Proposed provider/supplier:**  *What organisation is the contract being awarded to?*  *How was this company selected?*  *Are there any conflicts of interest with ICB Board members, directors or employees?* |  |
| **Contract Value (£):**  *Total contract value (i.e. aggregated ICB total) for the full lifetime of the contract, inclusive of VAT.*  *Is funding secured to pay for the contract?* |  |
| **Contract Period:**  *What are the start and end periods for the contract?* |  |
| **Waiver requested:**  *(delete as appropriate)* | **Quotation / Tender** |

**RATIONALE FOR WAIVER**

NHS Humber and North Yorkshire Integrated Care Board’s Procurement Policy (version 2, December 2023) paragraph 8.5 states that a new contract may be awarded to a single provider / supplier without obtaining competitive tenders or quotations subject to certain requirements:

A competitive tendering exercise is not required by NHS Humber and North Yorkshire Integrated Care Board where:

1. Expenditure is below thresholds (£213,477 for goods and services outside of the Provider Selection Regime) subject to the expectation outlined in section 8.4 of this Policy
2. Disposals
3. A consortium arrangement is in place and a lead organisation in undertaking the tendering process.

Formal tendering procedures **may be waived** in the following circumstances:

(a) in very exceptional circumstances where any two of the Chief Executive Officer, Executive Director of Finance and Investment or Deputy Chief Executive/Chief Operating Officer decides that formal tendering procedures would not be practicable or the estimated expenditure or income would not warrant formal tendering procedures, and the circumstances are detailed in an appropriate NHS Humber and North Yorkshire Integrated Care Board record;

(b) where the timescale genuinely precludes competitive tendering for reasons of extreme urgency brought about by events unforeseeable by NHS Humber and North Yorkshire Integrated Care Board and not attributable to NHS Humber and North Yorkshire Integrated Care Board. Failure to plan work properly is not a justification for waiving the requirement to tender;

(c) where the works, services or supply required is available from only one source for technical or artistic reasons or for reasons connected with the protection of exclusive rights;

(d) when the goods required by NHS Humber and North Yorkshire Integrated Care Board are a partial replacement for, or in addition to, existing goods and to obtain the goods from a supplier other than the supplier who supplied the existing goods would oblige NHS Humber and North Yorkshire Integrated Care Board to acquire goods with different technical characteristics and this would result in:

* incompatibility with the existing goods; or
* disproportionate technical difficulty in the operation and maintenance of the existing goods.

for the provision of legal advice and/or services provided that any provider of legal advice and/or services commissioned by NHS Humber and North Yorkshire Integrated Care Board is regulated by the Solicitors Regulation Authority for the conduct of their business (or by the Bar Council for England and Wales in relation to the obtaining of Counsel’s opinion) and are generally recognised as having sufficient expertise in the area of work for which they are commissioned. The ICB Executive Director of Finance and Investment will ensure that any fees paid are reasonable and within commonly accepted rates for the costing of such work.

Quotations may be waived in exceptional circumstances for goods or services of special character or required quickly and not available under existing contracts subject to the approval of the NHS Place Director, NHS Place Director of Finance or Executive Director.

Non-competitive quotation should not be used with the object of avoiding competition or solely for administrative convenience and where it is decided that competitive quotations need not be obtained.

All contract award decisions must be formally documented.

Approval is requested to waive procurement policy procedures under the following paragraphs from those listed above:

*Insert reason waiver is required*

Contract award decisions must be made in accordance with the NHS Humber and North Yorkshire Integrated Care Board’s Operational Scheme of Delegation (section 6) and included in paragraph 10.2 of NHS Humber and North Yorkshire Integrated Care Board’s Procurement Policy (version 2, December 2023):

Please embed supporting evidence of agreement to the contract award, e.g. report from formal meeting:

**APPROVAL**

|  |  |  |  |
| --- | --- | --- | --- |
| **REQUESTED BY:** | | **APPROVED BY:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**Once completed, submit to** [**hny.procurement@nhs.net**](mailto:hny.procurement@nhs.net) **for submission to the Audit Committee.**