**Lancashire and South Cumbria Integrated Care Board Single Tender Waiver**

**1. Single Tender Waiver Process**

1.1 Single Tender Waivers (STW) can be applied to the purchase of goods, the direct award of contract for a new non-healthcare service and the extension of an existing non-healthcare contract where there is no provision to extend.

1.2 Waivers are required for direct awards above £20,000 in accordance with the ICB’s Standing Financial Instructions.

1.3 The waiving of competitive tendering procedures should be done in a timely manner and not be used to deliberately avoid competition, or for administrative convenience. A waiver should not be used to award further work to a provider originally appointed through a competitive procedure where this could potentially breach the procurement regulations unless there is a rational justified decision. Any justifiable grounds for a request should demonstrate that the ICB is acting fairly, transparently and proportionately. In the event an ICB officer has a requirement to consider a direct award they should seek procurement advice and guidance before committing the ICB to enter into a contract arrangement or to commit the ICB to expenditure.

1.4 Where an ICB officer wishes to apply for a waiver, they shall do so in accordance with the ICB’s Standing Financial Instructions and in line with the Financial Scheme of Delegation and be approved by the ICB’s Chief Finance Officer or ICB’s Chief Executive.

1.5 Please ensure all Conflicts of Interest are declared for all ICB staff involved in the development of a waiver application to ensure any Conflicts of Interest are mitigated and managed appropriately.

1.6 All decisions arising from an approved Single Tender Waiver will be reported to the ICB Audit Committee.

1.7 Waivers can be requested in the following circumstances:

* In very exceptional circumstances where the where the Chief Executive or Chief Finance Officer decides that formal tendering procedures would not be practicable, and the circumstances are detailed in an appropriate ICB Committee record.
* Specialist expertise or a product is required and is available from only one source.
* The task is essential to complete the project and arises as a consequence of a recently completed assignment and engaging a different provider for the new task would be inappropriate.
* There is a clear benefit to be gained from maintaining continuity with an earlier project/service. However, in such cases the benefits of such continuity must outweigh any potential financial advantage to be gained by competitive tendering.
* The provision of legal advice and services providing that any legal firm or partnership commissioned by the ICB is regulated by the Law Society for England and Wales 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 timescales genuinely precludes competitive tendering. It is important to note that failure to plan the work properly would not be regarded as a justification for a waiver.
* For a proof of concept or pilot project. Where a request for a STW is made relating to a proof of concept or pilot project, the waiver request must include details of the process and timeline for the proof-of-concept evaluation including an exit plan if the service does not continue.
* A detailed review of the provision of local services has identified one capable provider of the service/s.
* Competition is not appropriate, e.g., where partnership funding is in place.
* There may be justifiable grounds for the request that are not listed above; in this event, after seeking procurement advice, the ICB officer must select ‘other’ and fully describe the circumstances for the request.

1.8 The ICB will require assurance about potential providers and are required to undertake a due diligence process proportionate to the nature and value of the contract. Where this applies to a direct award (to a new provider) or material contract variation, financial and quality assurance checks of suppliers and providers will be expected to be undertaken before entering into a contract which will assess the suitability of the provider using the following criteria:

* Financial viability and economic standing
* Corporate social responsibility
* Capacity and capability
* Clinical governance (where applicable)
* Quality/accreditation and compliance with relevant legislation/standards

**2. Application for the Single Tender Waiver**

2.1 Summary of Contract

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| **Supplier** |  |
| **Contract** |  |
| **Contract Value** |  |
| **Contract Term** |  |

2.2 Description of Goods/Services

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2.3 Reason for the application for the Single Tender Waiver

***check all that apply:***

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| In very exceptional circumstances where the Accountable Officer decides that formal tendering procedures would not be practicable, and the circumstances are detailed in an appropriate ICB Committee record. |  |
| Specialist expertise or a product is required and is available from only one source. |  |
| The task is essential to complete the project and arises as a consequence of a recently completed assignment and engaging a different provider for the new task would be inappropriate. |  |
| There is a clear benefit to be gained from maintaining continuity with an earlier project/service. However, in such cases the benefits of such continuity must outweigh any potential financial advantage to be gained by competitive tendering. |  |
| The provision of legal advice and services providing that any legal firm or partnership commissioned by the ICB is regulated by the Law Society for England and Wales 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 timescales genuinely precludes competitive tendering. It is important to note that failure to plan the work properly would not be regarded as a justification for a waiver. |  |
| For a proof of concept or pilot project. Where a request for a STW is made relating to a proof of concept or pilot project, the waiver request must include details of the process and timeline for the proof-of-concept evaluation including an exit plan if the service does not continue. |  |
| A detailed review of the provision of local services has identified one capable provider of the service/s. |  |
| Competition is not appropriate, e.g., where partnership funding is in place. |  |
| There may be justifiable grounds for the request that are not listed above; in this event, after seeking procurement advice, the ICB officer must select ‘other’ and fully describe the circumstances for the request. |  |
| ***If ‘Other’ is selected, please describe the reasons here:*** |  |

2.4 Rationale for the application for the Single Tender Waiver and any additional information

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**3. Authorisation for the Single Tender Waiver**

Declaration by all signatories: by signing you acknowledge you have no Conflicts of Interest (COI) and that you can provide an unprejudiced view. For clarity, COI refers to situations in which personal interests (which may include financial interests) may compromise, or have the appearance of, or potential for, compromising professional judgement and integrity and, in doing so, the best interests of the ICB.

**Application submitted by:**

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**Name, *Signature, Position, Date***

**Authorised by:**

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| **ICB Chief Finance Officer** |

**Name, *Signature, Position, Date***