



COMPLYING WITH PUBLIC PROCUREMENT LAW

Matthew Needham-Laing

12 October 2004

Introduction

Public Procurement Law is a relatively new area of law, having developed since the 1970s as a result of the European Union's desire to open up the public procurement market to encourage the free movement of goods and services within the EU. Council directives under the EEC treaty set out a legal framework within which public authorities must award contracts for the supply of goods, services and works. These directives have been implemented into UK law by regulations made under section 2 of the European Communities Act 1972. There exist at present three sets of Regulations concerning public authorities and one set of regulations concerning utilities. This article is only concerned with the regulations concerning public authorities.

In the period that these regulations have been in place, the method of procuring major capital projects has developed considerably with the widespread use of PFI, PPP and partnering to promote capital projects. This was recognised as long ago as 1995 when the Treasury first voiced their concerns to the European Commission that there was a need to revise the Public Procurement Directives. In 1997 the European Commission produced a Green Paper on the revision of the Public Sector Directives and the UK's presidency of the European Union in 1998 enabled the UK Government to call upon the Commission to bring forward appropriate proposals. The Commission's proposals were tabled in 2000 and these proposals after amendment were adopted by both the European Council and European Parliament on 31 March 2004. The existing regulations are to remain in force until the new Directives are transposed into national legislation which must be completed by 31 January 2006.

The new Directive simplifies the rules and regulations relating to public procurement. It also takes account of modern procurement methods and developments in best practice. The directive therefore contains a number of new provisions and at the same time also contains provisions clarifying existing procedures and practices in public procurement. In that respect public authorities can start taking advantage of the provisions that clarify the existing regulations before the Directive is implemented.

We are therefore in a transitional period. The intention of this paper is to provide a brief summary of the existing regulations, introduce the new Directive that will replace them, and identify the new provisions that will alter existing practice and those provisions that are merely for clarification purposes and can be adopted by public authorities.

The paper will not deal with the existing Utilities Regulations or the new Directive which is intended to replace them.

Existing procurement rules for public authorities

The regulations can only apply if a public authority contemplates awarding a written contract for the provision of goods, works or services in exchange for consideration whether monetary or otherwise. If a public authority is proposing to seek offers which may lead to the award of a contract then it is important that they establish which of the three regulations will govern the proposed contract.

The Public Works Contracts Regulations 1991

These regulations govern contracts for the carrying out of civil engineering or building works or under which facilities are provided to meet specific user requirements. They also cover contracts where the consideration given by the public authority consists of or includes the right to exploit the work or works to be carried out under the contract, generally better known as “works concession contracts”.

The regulations also cover private bodies where a public authority contributes more than half the cost of the works to be awarded.

Public Services Contract Regulations 1993

These regulations govern contracts under which the public authority engages a contractor or service provider to provide services; however, the situation is complicated by the fact that there are two categories of services, those which the regulations apply to in full and those which are only subject to the regulations applying to technical specifications and post-awarding information. In terms of capital projects, appointments for architectural or engineering services, planning, landscape architectural services, building cleaning and property management are all services contracts which would be required to comply with the regulations in full.⁽¹⁾

Contracts under which a public authority engages a private service provider to provide services which are within the responsibility of the public authority and under which the consideration consists of or includes the right to exploit the provision of the services to the public, “service concession contracts”, are exempt from most of the Public Services Contracts Regulations.

If the public authorities are considering holding a competition to obtain plans or designs which involve a jury and offer prizes or payments, and the competition may lead to the award of a service contract, that then is also governed by the Public Services Contract Regulations.

⁽¹⁾ A full list of services is attached at Appendix 1. Services contained in Part A are services to which the regulations apply in full. Services contained in Part B are only subject to the requirements in the regulations applying to technical specifications and post-award information.

Public Supply Contract Regulations

These regulations govern contracts for the purchase or hire of goods and include contracts for the siting or installation of those goods.

Applying the rules

Which regulations apply to the proposed contract?

The regulations were drafted with relatively straightforward contracts in mind. Public procurement has since developed and become more complex with the result that contracts are being awarded with a mix of works, supplies and/or services. It has therefore become more difficult to identify which regulations govern the procurement process. Where it is intended that a contract is for a mix of works and services or works and supplies then the contract should be classified according to its predominant purpose but there is no value base formula for determining how or what the predominant purpose is.

In relation to contracts which involve an element of civil engineering or building work generally but also design services, for example a design and build project, then that contract will invariably fall within the Public Works Contracts Regulations, the predominant purpose of the contract being to obtain a completed building.

If, however, the public authority appoints the professional team to prepare the initial design of a building which the public authority intends to procure using a design and build contract, the appointment will fall under the Public Services Contract Regulations even if it is ultimately intended to novate the professional team to the contractor at a later date, as the predominant purpose of that particular appointment is to obtain a design.

The situation can become more complicated having procured the building. The public authority could be considering awarding separate contracts, for example for the installation of the computer system etc. If the computer system and the software in it are bespoke then that would be regarded as a service contract. Similarly if the contractor is expected to supply the equipment and/or operate it on behalf of the public authority then again that would be regarded as the service contract governed by the Public Services Contract Regulations. If, however, the equipment and software are off the shelf, then notwithstanding the fact that the contractor is installing the goods it would generally be regarded as a supply contract governed by the Public Supply Contract Regulations. If the contractor is also expected to operate the off-the-shelf computer system and software it will depend upon the respective value of the supply and installation of the equipment compared to the value of the operation of it, as to whether the contract falls within the Services Regulations or Supply Regulations.

Does the estimated value of a contract fall below the threshold?

THRESHOLDS - PUBLIC SECTOR FROM 1 JANUARY 2004

	SUPPLIES	SERVICES	WORKS
Entities listed in Schedule 1 (S.I. 1995/201)	£99,695 (SDR130,000) (€ 154,014)	£99,695 (SDR130,000) (€ 154,014)	£3,834,411 (SDR5,000,000) (€ 5,923,624)
Other public sector contracting authorities	£153,376 (SDR200,000) (€ 236,945)	£153,376 (SDR200,000) (€ 236,945)	£3,834,411 (SDR5,000,000) (€ 5,923,624)
Indicative Notices	£485,481 (€ 750,000)	£485,481 (€ 750,000)	£3,834,411 (€ 5,923,624)
Small Lots	Not applicable	£51,785 (€ 80,000)	£647,308 (€ 1,000,000)

The contracts excluded from the regulations

Contracts for certain matters are excluded from the regulations. The principal exclusion is where the contract is for works, goods or services which are secret or require special security measures or the contract is in the basic interest of the security of the United Kingdom. In addition, if the public authority is exercising its functions in the production and distribution of energy or drinking water, or if different procedures govern the award of the contract as a result of international agreement etc. then the regulations will not apply to that particular contract. Generally, however, if the contract is for construction or engineering works, or for the supply of services or for the supply of goods the value of which exceeds the relevant threshold then the relevant public procurement regulations will apply to it.

Which procedure should be used to award the contract?

There are three procedures by which contracts may be awarded under the Public Procurement Regulations:

The Open Procedure;

The Restricted Procedure;

The Negotiated Procedure.

Public authorities are free to choose between the Open and Restricted Procedures but they may only use the Negotiated Procedure in limited circumstances. These are:

Where the Open or Restricted Procedure has been discontinued because of irregular tenders.

Where the work or works to be carried out are purely for the purposes of research, experimentation or development.

Where the work or works to be carried out are such or the risks attaching to it are such as not to permit prior overall pricing.

The absence of tenderers or appropriate tenderers responding to an invitation to tender using the Open or Restricted Procedures.

Where the works are for technical or artistic reasons or for reasons connected with the protection of exclusive rights which can only be carried out by a particular person or where for reasons of extreme urgency brought about by unforeseen events and the contracting authority cannot comply with the time limits for the Open or Restricted Procedures.

In addition, a public authority can use a Negotiated Procedure where it is already in contract with a person or company and due to unforeseen circumstances additional works were not included in the project initially, and for technical or economic reasons cannot be carried out separately from the original contract. This proviso is subject to the additional work not exceeding 50% of the original contract value.

Thresholds, publications, notices and deadlines for response

Type of Contract	Open Procedure	Restricted Procedure	Negotiated Procedure
Public Works Contracts Subsidised Works Contracts Public Supply Contracts Public Service Contracts	From date of dispatch of OJEU notice allow not less than 52 days from date of dispatch to return of tender. If a PIN has been published then period can be reduced to 36 days	From date of dispatch of OJEU notice allow not less than 37 days from date of dispatch to return of requests to be selected to tender. After invitations to tender have been issued allow a minimum of 40 days to return of tender. If a PIN has been published then period can be reduced to 26 days. In cases of genuine urgency allow 15 days for return of requests to be selected and 10 days for return of tenders.	From date of dispatch of OJEU notice allow not less than 37 days from date of dispatch to return of requests to be selected to negotiate. In cases of genuine urgency allow 15 days for return of requests to be selected to negotiate.
Public Works concession Contract	From date of OJEU notice allow 52 days for responses from potential concessionaires. Expressions of interest cannot be rejected on grounds of nationality but there is no requirement for a competition. Winning concessionaire must comply with OJ advertising requirements in relation to works contracts it intends to award to third parties as follows. 40 days from dispatch where notice invites tenders; 37 days from dispatch where notice invites applications to be selected to tender or negotiate and a further 40 days between invitation to tender and receipt of tenders		
Public Service Concession Contracts	EU Directives do not apply to award of service concession contracts but treaty principles of fairness transparency and non-discrimination on grounds of nationality apply.		

Type of Contract	Open Procedure	Restricted Procedure	Negotiated Procedure
Design Contests	<p>The intention to hold a design contest has to be advertised in the OJ. The number of participants may be restricted but selection must be based on clear and non-discriminatory criteria.</p> <p>Where the rules of the contest require a services contract to be awarded to the successful contestant or one of the successful contestants, the negotiated procedure can be used without a call for competition, provided all successful contestants are invited to negotiate the contract.</p>		

(PIN means Prior Information Notice, not to be issued less than 56 days or more than 12 months from dispatch of OJEU notice.)

The New Public Procurement Directive 2004/18/EC

The New Public Procurement Directive provides a framework within which public procurement must be conducted. The Directive sets out the regulations which must be complied with in respect of each stage of the procurement process leading to the award of contract. It will replace the existing EU Directives and it must be implemented by 31 January 2006. The consultation process allowing interested parties to express their views on the transposition of the Directive and the drafting of the regulations was completed on 9 August 2004. It is intended that the draft regulations will be circulated in 2005 prior to ministerial approval and eventually being laid before Parliament before the deadline of 31 January 2006.

The Directive aims to simplify, clarify and modernise the provisions of the existing Directives, and specifically consolidates the three Directives for Public Works, Suppliers and Service Contractors respectively into a single text while at the same time introducing new regulations to accommodate, amongst other things, PFI.

While many of the basic provisions remain the same as the existing Directives, new provisions have been added to take account of modern procurement methods and the developments in best practice.

Changes resulting from the new Directive

Refinement of existing provisions

Procurement thresholds

Financial thresholds are now to be expressed only in Euros, but in the UK, Sterling equivalents will be used when the Directives are transposed into national law.

The detailed provisions of the Directive will apply to any:

- (a) Works contracts with a value of or in excess of € 6,242,000;
- (b) Supply and service contracts with central government with a value of or in excess of € 162,000;
- (c) Supply and service contracts with non-central government authorities with a value of or in excess of € 249,000;

- (d) Contracts for research and development, some telecommunications and defence purchases are subject to the higher threshold of € 249,000 irrespective of the purchasing authority.

Article 9 of the Directive details the methods of calculating the value of contracts, framework agreements and dynamic purchasing systems. The terminology in this Article is not as clear as it could be, but the Government has indicated that in transposing the Article into UK law when deciding if the contract falls below or above the relevant threshold it will be the “estimated value of a contract” and the “consideration payable” that should be used to determine if the contract exceeds the threshold. The revised wording is intended to cover situations where payment is by “barter” or by other non-monetary means.

Specifications

The rules on technical specifications have been refined but not changed substantially. Performance specifications should be used, the intention being to encourage and stimulate competition and innovation.

European Standards should be specified as the criteria against which performance should be measured. If no European Standard is available then national standards may be specified but equivalent standards must be accepted. It is for bidders to show that their proposals are equivalent to the national standard specified. If equivalence is demonstrated then it is for purchasers to explain why it is not accepted. The Directive is silent as to how the purchaser is to evaluate bidders, claims, or the depth of such an evaluation. Government guidance suggests the purchaser must decide on a case by case basis and be able to show that the bidder has been treated fairly.

The Common Procurement Vocabulary should be used in all Prior Information Notices, Contract Notices and statistical returns.

Requirement to publish relevant importance of contract award criteria

There are currently two bases upon which contracts may be awarded, either:

- (a) Lowest price; or
- (b) Most economically advantageous tender (MEAT).

This remains the same in the new Directive, but if the award is to be on the basis of MEAT then the purchaser must specify in the contract notice or the tender documents the criteria against which tenderers will be assessed and the relative weightings given to each award criterion. The weightings may be expressed as a single figure, or as an appropriate range. If the purchaser believes it is not possible to give weightings for demonstrable reasons, the award criteria must be stated in descending order of importance.

There is now a *mandatory* exclusion of candidates or tenders on the basis of criminal convictions for amongst other things participation in a criminal organisation, corruption, fraud and money laundering.

In addition there is a provision *voluntarily* to exclude candidates or tenderers for convictions generally, bankruptcy, grave professional misconduct, non-payment of taxes, non-payment of social security payments and misrepresentation of information.

Purchasers can encourage suppliers to submit a range of offers through the use of variant bids (Article 24). Tender information must specify the minimum requirements to meet the purchasers' award criteria, with higher standards of performance criteria in the form of variants against which a range of offers can be made by the bidders. Variant bids can only be used where the bid is to be awarded on the basis of MEAT.

Environmental and social criteria

Article 26 enables environmental and social conditions *relating to the performance of the contract* to be specified in the award criteria. The criteria must be defined sufficiently precisely to allow bidders to understand the requirements. Criteria must also be measurable to allow the contract to be awarded.

In relation to service and supply contracts, the assessment of the bidder's technical/professional capability may include environmental management measures provided they are relevant to the performance of the contract. (Articles 48 and 50).

Electronic communication

The Directive now makes explicit provision for communication by a variety of means (Articles 42 and 71) including post, fax telephone and electronic means such as e-mail. In relation to electronic communications, the Directive covers issues such as encryption, connectivity, electronic signatures and the standards of the communication devices which may be used.

In relation to procurement by electronic auctions and dynamic purchasing systems then electronic communication must be used and in relation to procurement under the Directive generally it is encouraged by reducing the time scales for the issue of notices. The time period from the dispatch of the notice requesting bids to the deadline for receipt of bids in the open procedure may be reduced by 7 days. In relation to the restricted or negotiated procedure, or where competitive dialogue is used, then the time period from dispatch of notices requesting participation to receipt of expressions of interest is reduced by 7 days.

A further reduction of 5 days can be achieved for receipt of bids in the open and restricted procedures where unrestricted electronic access to all contract documentation is provided and access details are given in the contract notice.

In all cases, however, the time scales adopted by the public authority must be reasonable in relation to the complexity of the contract.

Significant additions to the Directive

Competitive dialogue procedure

This is a new procedure, introduced by Article 29 and directed at the procurement of projects using PFI. The procedure can be adopted where the contract is complex and the end result which the public authority wishes to achieve is known, but it is not known how this might be achieved in terms of financial or legal structure or technical requirements.

In these circumstances the public authority (if it wishes to use this procedure) must issue a contract notice specifying that the competitive dialogue procedure will be used and stating the criteria upon which the contract will be awarded. The contract must be awarded on the basis of MEAT.

The public authority then conducts a dialogue with selected suppliers to identify acceptable solutions to meet the authority's requirements. Once acceptable solutions are identified and the authority has declared the dialogue is concluded, suppliers are invited to submit tenders.

The award criteria must be used to evaluate the tender returns.

Framework agreements

The current Public Procurement Directives are silent on the use of "framework agreements" though the use of these agreements is recognised by the Commission and the Utilities Directive contains provisions on such agreements. The new Public Procurement Directive therefore deals with what is already considered permissible under the existing rules and the Government recommends that public authorities should make use of the provisions in the new Directive without waiting for implementation into UK law.

The new Directive defines a framework agreement as an agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quality (a similar definition is currently used in the Utilities Directive). The definition covers agreements which are in themselves contracts, i.e. an agreement in writing, which places a *binding obligation* on the public authority to purchase works, goods or services for consideration. This type of framework agreement is covered by the existing procurement rules as it can be treated in the same way as any other contract. More usually, however, the term "framework agreement" refers to an agreement which sets out the terms and conditions between the parties for the purchase of works, goods or services but there is *no binding obligation* on the parties and in particular the public authority to purchase anything. The contract is only formed when the purchase is actually made at a later date, if ever. It is this type of framework agreement which has caused difficulties as it cannot be classified as a contract under the existing procurement rules, and it is this type of agreement which the new Directive explicitly addresses.

If a public authority chooses to adopt a framework approach it will be necessary to advertise the proposed framework agreement, provided the estimated value of the works, goods or services procured over the life of the framework exceeds the relevant EU threshold. The OJEU notice must:

- (a) Make it clear that a framework agreement is being awarded;
- (b) Identify the contracting authorities who are entitled to make purchases under the framework agreement;
- (c) State the length of the framework agreement (the Directive proposes a maximum length of 4 years unless there are justifiable exceptional circumstances);
- (d) The estimated maximum quantity or value of works, goods or services to be procured under the framework agreement.

Once the OJEU notice has been dispatched then the authority should follow the usual rules and procedures for awarding a contract. The authority can therefore use the open or restricted procedure or, if appropriate, the negotiated procedure and comply with the regulations concerning specifications, selection of bidders and award of the framework. Suppliers to be included in the framework agreement should be chosen on the basis of the most economically advantageous tender (MEAT).

Framework agreements can be made with either one or more suppliers, but if there is more than one supplier to be appointed then the minimum number should be three to ensure that when purchases are made there is still an element of competition.

Once the framework agreement has been awarded it is not necessary for the authority to go through the procurement procedures again when making purchases under the framework, but the authority still needs to comply with the Treaty principles of not acting in a way which is discriminatory, improper or distorts competition.

Although the length of the framework agreement is limited to 4 years there is no limit to the length of purchases under the agreement. This is particularly relevant where works or services are procured under the agreement which may extend beyond the term of the framework agreement. This is allowable under the Directive provided that the length of the works or services to be procured is not artificially extended to circumvent EU rules.

Where a framework agreement is concluded with one supplier then subsequent contracts under the agreement must be awarded within the terms laid down in the framework agreement. There can be no substantive change to the specification or the terms and conditions which have been agreed at the time the framework was awarded.

Where framework agreements are with several suppliers there are two options by which purchases can be made:

(a) Apply the terms of the framework agreement

If the terms laid down in the framework agreement are sufficiently precise to cover the purchase in question the authority can simply award the contract to the supplier who provides the most economically advantageous offer, based on the award criteria established when the framework was agreed.

(b) Hold a mini competition

Where the terms laid down in the framework agreement are not precise enough for the purchase in question then a mini competition should be held between all those suppliers within the framework capable of meeting the particular need. The basic terms of the framework cannot be renegotiated nor can the specification be substantially changed, but they can be supplemented and refined to reflect the particular circumstances of the purchase in question.

Invitations to tender should be in writing, and a time limit for the return of tenders should be sufficient to enable selected suppliers to submit their bids taking account of the complexity of the tender documents.

Tenders should be submitted in writing and remain confidential until the time for return of tenders has expired.

The contract should be awarded on the basis of the most economically advantageous tender (MEAT) based on the award criteria in the framework itself.

Central purchasing bodies

Central purchasing bodies are now explicitly referred to for the first time (Article 9). Contracting authorities may purchase works, supplies or services through a central purchasing body, and the contracting authority will be deemed to have complied with the requirement of the Directive to the extent that the central purchasing body has complied.

Electronic auctions

Electronic auctions are online auctions where selected bidders submit offers electronically against the purchaser's specification. All communication following and including the invitation to pre-qualified bidders to submit new prices and/or values must be instantaneous (electronic).

An electronic auction may be used in these circumstances:

- open or restricted procedures stating use of an auction;
- open, restricted or competitive dialogue procedures have been implemented but cannot be brought to a satisfactory conclusion and the negotiated route with a contract notice is adopted;
- mini competition within a framework if e-auctions were mentioned in the contract notice;
- competition for contracts to be awarded through a dynamic purchasing system if stated in the contract notice; and
- expressions of interest invited in accordance with the selected procedure. Contract notice states that an electronic auction will be used.

Dynamic purchasing systems

Dynamic purchasing systems are intended to address commonly used purchases. These systems are a type of electronic framework that allows bidders to apply to join at any time during their lifetime.

The open procedure must be used and the system must be advertised in the Official Journal through a contract notice providing the website at which the tender documents may be consulted. Suppliers may at any time during the system's operation submit "indicative bids" for the product or service required and may be admitted to the system or not on the basis of the submission. Bids must usually be assessed within 15 days.

When a specific requirement arises for the products covered by the system, the purchaser must conduct the following process:

- publish a further simplified notice advertising the requirement;
- give 15 days for responses to be submitted;
- interview final tenders from all admitted suppliers once the new suppliers responding to the simplified notice have also been evaluated; and
- the award must be based on the criteria stated in the contract notice, which may be refined for the specific bid (call off).

New reports

New reports, which are only provided to the Commission upon request, are required in connection with frameworks and dynamic purchasing systems. All contracting authorities must compile reports covering:

- contract details;
- selection details;
- justification for use of the selected procedure;
- name of successful tenderer; and
- reasons for selection.

12 October 2006
Matthew Needham-Laing
Fenwick Elliott LLP

Categories of Services		
PART A		
Category Reference	Services	CPC Reference+
1.	Maintenance and repair of vehicles and equipment	6112, 6122, 633, 886
2.	Transport by land, including armoured car services and courier 712 (except 71235) services but not including transport of mail and transport by rail	7512, 87304
3.	Transport by air but not transport of mail	73 (except 7321)
4.	Transport of mail by land other than by rail and by air	71235, 7321
5.	Telecommunications services other than voice telephony, telex, radiotelephony paging and satellite services	752
6.	Financial services (a) Insurance services (b) Banking and investment services other than financial services* in connection with issue, sale, purchase or transfer of securities or other financial instruments, and central bank services	81 (Part), 812, 814
7.	Computer and related services	84
8.	R & D services where the benefits accrue exclusively to the purchaser for its use in the conduct of its own affairs and the services are to be wholly paid for by the purchaser	85
9.	Accounting, auditing and book-keeping services	862
10.	Market research and public opinion polling services	864
11.	Management consultancy services and related services, but not arbitration and conciliation services	865,866
12.	Architectural services: engineering services and integrated engineering services; urban planning and landscape architectural services; related scientific and technical consulting services; technical testing and analysis services	867
13.	Advertising services	871
14.	Building-cleaning services and property management services	874, 82201 to 82206
15.	Publishing and printing services on a fee or contract basis	88442
16.	Sewerage and refuse disposal service: sanitation and similar services	94
Part B		
17.	Hotel and restaurant services	64
18.	Transport by rail	711
19.	Transport by water	72
20.	Supporting and auxiliary transport services	74
21.	Legal services	861
22.	Personnel placement and supply services	872
23.	Investigation and security services, other than armoured car services	873 (except 87304)

24.	Education and vocational education services	92
25.	Health and social services	93
26.	Recreational, cultural and sporting services	96
27	Other services	

Since January 1996 there has been a recommendation for all OJEU notices to have a CPV code. Further details are given on the EU SIMAP website <http://simap.eu.int/EN/pub/src/welcome.htm>
+ CPC stands for the Central Classification of the United Nations. *

This exception does not apply in the utilities sector.

Public Sector Procurement Thresholds

Public Sector	Supplies	Services	Works
Central Government Authorities	162,000	162,000	6,242,000
Other public sector contracting authorities	249,000	249,000	6,242,000
Indicative notice	750,000	750,000	6,242,000
Small Lots	N/A	80,000	1,000,000
<p>Lots are subject to a maximum aggregate value of 20% of the value of all lots. R&D and aspects of telecoms and Central Government defence expenditure - E249,000</p>			

Appendix 3

Procedure	Article	Text	Days
Open	38(2)	Minimum time for receipt of tenders from date of contract notice	52
	38(4)	Reduced when PIN published (subject to restrictions) to generally -	36
		And no less than -	22
	38(5)	Electronic transmission reduces all the above by 7 days so that 52 days becomes -	45
		And 36/22 become -	29/22
	38(6)	Full electronic access to contract documents reduces 52 by 5 days so it becomes -	47
		The reduction of 7 days for electronic transmission can be added so that 47 days becomes -	40
Restricted	38(3)(a)	Minimum time for receipt of requests to participate from the date contract notice is sent	37
	38(5)	Electronic transmission reduces the 37 days by 7 days so 37 days becomes -	30
	38(3)(b)	Minimum time for receipt of tenders from date invitation is sent	40
	38(4)	Reduced when PIN published (subject to restrictions) to generally, -	36
		And not less than-	22
	38(6)	Full electronic access to contract documents reduces 40 days by 5 days so it becomes	35