

## The answers to your questions from our recent Supplier Procurement reform Surgery



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1. **Are there any mechanisms in the proposed Act to stop every procurement ending in legal challenge? (If I understand correctly, the new requirements for transparency make all the subjective evaluation of tenders public, which will inevitably lead to challenge, leading to longer, more inefficient processes...)**

This is a big question, so in order to provide a response, it might be helpful to break it down a little.

### **Will the subjective evaluation of tenders be public?**

First, let's address the questioner's understanding that, because of the new requirements for transparency, the subjective evaluation of tenders will become public. This understanding is essentially correct. Over fixed thresholds, in order to award a public contract, an authority will need to publish an award notice. Before it can publish an award notice, it needs to provide an "assessment summary" to each supplier that submitted a tender. An assessment summary is information about the assessment of the tender and if different, the assessment of the most advantageous tender alongside it. (cl. 50)

Nothing in the bill expressly states that a Contracting Authority would have to directly disclose its raw evaluation notes but logic dictates, that that "information" about the assessment would have to be drawn from the evaluation notes the authority puts together when assessing the tenders and for ease, I'm sure many authorities will just disclose their notes.

Those notes could well include subjective interpretations of what might be said or interpreted which can then be challenged whether such a challenge was justified or not simply because of that subjectivity.

However, if the Contracting Authority has done its job well enough, the scores the evaluator gives should be based on the objective criteria it applied when it went out to tender which is set out within the scoring mechanism/methodology and question descriptions. This means any subjective statements should be commentary and not influence the grounds for awarding marks. If that is the case, it might even be possible to remove the subjective elements from the assessment summary prior to publication on the grounds it could distract tenderers from what it actually assessed although Cabinet Office may give a steer on this in the future.

### **Will the increase in transparency lead to more challenges and longer processes?**

This is up for debate. My personal view is that increasing transparency is going to inevitably have knock on effects on how long award processes take as we need to contemplate the extra time needed to review the notes to redact commercially sensitive information and we might see a lot more procurement challenges simply because more is being published up front. More information naturally means more to dig through to find an area of weakness in the tender to challenge.

However, some commentators have pointed out that increasing transparency could have the exact opposite effect. By leaving nothing to the imagination, a tenderer will have everything they need to determine if they do actually have a valid challenge ground or not. That means an unhappy tenderer won't have any reason to apply to the authority to release any more information because they already have all the information they need to show exactly how the award decision was reached. So actually, it may reduce the correspondence at the end of the process because there is simply nothing else for the parties to say.

Only time will tell on that point.

### **What is a “challenge”?**

Also remember that what we interpret as a “challenge” varies hugely. Under the regulations, a challenge is a formal legal process starting with a letter before action and an application to the courts on the basis that the PCR has been breached and a contract unlawfully awarded. In the public sector though, we commonly refer to complaints as being challenges too which is what we might see more of with the increases in transparency - but in the strictest interpretation, there's no real reason to believe or evidence to show that the new transparency requirements will lead to more formal legal challenges even if they do lead to more general complaints.

### **What mechanisms are in place to stop procurements ending in a legal challenge?**

On to the other part of the question – are there any mechanisms in place to stop procurements ending in a legal challenge? And the answer to that part, is essentially, no – the opposite may be true instead.

The Procurement Act will provide the mechanism by which a supplier can apply for relief if they feel the rules have been breached. It does not directly provide any mechanism to stop a supplier challenging an award decision and instead provides a means for them to do so- as it should.

Within that though be aware that outside of the creation of the PRU the remedies section of the bill looks extremely familiar to most of us, and so although there are no direct mechanisms to stop every procurement ending in legal challenge, there are some inferred barriers that decrease the likelihood of legal challenges being presented on award of contracts.

Properly challenging a procurement remains extremely expensive and uncertain in terms of outcome which puts off a lot of potential challenges from the beginning- that reality has not changed with the reform and is a genuine shame because it essentially maintains the status quo. Contracting Authorities will remain risk adverse and slow things right down if they have a loud, unhappy supplier to avoid having to get legal involved or their contract suspended because of the costs and time incurred in trying to conclude the issue. On the other side, because of the costs and time incurred in trying to conclude the issue and for suppliers, relief may remain out of reach for some because it's simply too expensive or time consuming to pursue, even if a breach has occurred. That means legal challenges really will remain the preserve of those suppliers with enough spare money and resources to pursue them, at the expense of smaller or less well-informed suppliers which will ultimately limit the number of challenges we're likely to receive.

Perhaps there was a missed opportunity within the reform to filter challenges through the PRU before an application could be made to the courts to filter out aggressive but baseless challenges and no-hope cases but such would also then rely on the PRU reviewing cases extremely fast as some challenges hope to overturn the award decision before the contract begins, which is perhaps unreasonable within my imagined missed opportunity.

### **What else might impact on the likelihood of a challenge?**

Finally- and more generally, don't forget it's not only provisions about transparency that are changing. Our understanding of well-defined processes and terms are also being turned on their heads. All our common law is being brought into question as to its ongoing relevance with the introduction of this new bill- we may well see some new cases retreading old ground to re-establish the facts which are uprooted by the reform too.

In conclusion, I do think there is a potential to see more challenges as a result of these changes to transparency requirements amongst other things but not on the basis of subjective evaluations if the tender is set up correctly. There's also no real mechanism to stop more challenges happening either which is probably correct, in terms of how the rules should really operate.

Remember though there is absolutely a school of thought that would argue the opposite of that position too, so it's very much a case of waiting to see what happens and hoping that the optimists are correct.

### **2. Can we ask if local authorities can choose to direct award to a supplier of their choice.**

Under the new regulations, there are certain grounds for awarding contracts without competition and those justifications are set out in Schedule 5 of the bill and include direct award for prototypes and one offs, conditions showing only one supplier exists, additional or repeat services, goods or works, commodities, advantageous terms on insolvencies, reasons of urgency, user choice contracts and defence and security in some cases.

It could also switch to a direct award using cl.43 if there has been a competitive tendering process that has not resulted in any suitable tenders or requests.

Finally it is possible also to issue a direct award through a framework cl.45(4) (note, some exclusions for "open frameworks" cl.49(10)) if it is a single supplier framework or if its got more than one supplier, only if it sets out the core terms as agreed and an objective mechanism for supplier selection.

So, in theory, yes local authorities can still direct award under these new rules but for it to be a supplier of their choice- that choice should be determined by way of an objective mechanism, an open competition leading to no outcome or through a special procedure under schedule 5. A direct award can't happen just because it's a supplier a local authority likes or has a previous relationship with- so its not wholly true that a direct award option will be entirely open to choice, it is controlled as to when it will be a possibility.

### **3. How will the proposed legislation affect the procurement of Frameworks for organisations like YPO and how will it affect suppliers who want to bid for them and transact through them with their customers?**

This is quite a difficult question to answer because if you boil down the new rules to the simplest sense, a contracting authority who is familiar with the PCR doesn't need to change much practically to make the new rules work. At a minimum most will need to publish a few extra notices and change some terminology and give more information when awarding contracts but at an absolute minimum, not a lot needs to change to make the new rules work.

This is something that most are aware of, that it is a risk that authorities will continue to use well trodden paths to run procurements and fail to take advantage of the increased flexibility being offered by the new rules and if that happens, that would mean the objectives for the reform would not be hit. It even goes as far as some critics referring to the new rules as being EU lite- effectively the same processes we already have with a little less detail.

However, that approach or attitude really fails to recognise as the cabinet office identifies, the advantages offered by the increase in flexibility under the new rules, particularly through the new competitive flexible procedure to innovate and change what we think of as public procurement.

The reform could be a gift to streamline and improve outputs for if we choose to take some chances on working a little differently but the impact will really come down to how risk adverse and resistant to change the organisation applying the rules is.

For suppliers, the picture is almost the same but possible mirrored or reversed in terms of impact. Some procurements will look awfully similar to how they do under the current rules. The increase in transparency, an admin burden for contracting authorities should be a boon for suppliers, increasing visibility of potential engagement opportunities and understanding why tenders might have failed in comparison to another competitor.

On the other side of the coin for suppliers- the competitive flexible procedure and the point I've only just highlighted as being a boon for contracting authorities may result in a massive variation of procedures used to award public contracts. No two procurements might be the same type of process, so if you have a good understanding of how common procurements are run, all that could become useless if all contracting authorities started to innovate and change how we operate our processes- that would increase the odds of suppliers making an error within a tender process such as missing a form, a step or an engagement that gets you disqualified simply because there is no standard template anymore.

For full disclosure I do think that risk or impact on the supplier is heavily tempered by the risk appetite of the public sector though. It is extremely unlikely that we will see a massive change to tendering overnight or everybody setting out to be trailblazers, doing something new. It is much more likely a few key procurements will be run that are done differently that illustrate the creation of real benefits of a changed way of working and other contracting authorities will follow in those new paths rather than taking a risk to carve out their own.

So overall change if it does come may well be slow at first, allowing suppliers time to embed and learn different patterns of working when it comes to public sector tendering.

Finally in relation to the procurement of frameworks specifically, it's worth being aware that there's going to be 2 different types of framework.

Firstly a framework similar to what you might recognise as a framework now and secondly a new "open" framework that can run up to 8 years- suppliers that join in year 1 would be re-assessed no later than year 3 and you would be assessed against potential newcomers and may even lose your spot on the framework if a competitor effectively outbids you.

There's lots of other little elements we've not discussed with this question like the publication of contracts after award and thus the visibility of your contracting arrangements being more public, KPI's, the introduction of the supplier portal and debarment list which might also impact on your

willingness or ability to bid for public sector tenders but it is too broad a subject to address in this forum in anything other than a general statement.

- 4. It would be helpful to have a clearer understanding about in what circumstances a Local Authority can procure insurance placements outside of the Framework when they appointed their broker on the framework and what the logistics are for this process.**
  
- 5. What do you need from suppliers? How will you support suppliers to market their product and services?**

For the purposes of the reform, nothing specifically but your engagement in forums like this are extremely important and valuable to us. It's important we understand what you are concerned about or worry about with the reform because it helps us tailor the communications we send out to you and also how we were able to engage with you to make sure you're as ready for the switchover as possible.

With regards to marketing products and services of suppliers, this is best answered by my colleagues.

#### **6. Changes to the procurement of apprentices**

Apprenticeships are currently considered educational services under the existing rules which benefit from the light touch regime, allowing us to move away from the rigid tender processes some of our other suppliers may be intimately familiar with.

The original intent of the light touch regime is that it was supposed to reflect that when we were part of the European union, there were certain services or industries that shouldn't or couldn't attract or easily attract international interest, so the rules on how those procurements for certain services worked were relaxed.

The original green paper for the reform planned to scrap all of that and that would mean ultimately, a massive change to the way we had to procure apprenticeship services but on receiving feedback on the impact that scrapping the Light Touch Regime would have, the bill sees the reintroduction of the concept of light touch services which are listed within the draft miscellaneous provisions regulations which are almost identical to the current services.

Ultimately this means that our procurement of apprenticeships services can continue in a similar pattern to how they work now, but it is subject to the buyer responsible for the area determining the most efficient way to run the procurement in future iterations, so it could still change if we needed it to.

It's also likely that we will introduce standardised changes to our template contract documents too, to embed the implied terms set out in the bill directly into our contract so the supplier is made aware of them in writing – so even if the route to market didn't change, it's likely there will be at a minimum minor changes to our contractual terms.

Finally, although not completely certain yet, we're pretty confident that to manage the transition on to the new procurement regime, frameworks or dynamic marketplaces or contracts set up under the old regime will continue to exist under the old regime – so we won't have to reprocure everything on day 1 but we reach that conclusion on the basis that it makes sense and other presentations are reaching the same conclusions but we've not formal confirmation from the cabinet office on exactly how that transition would work yet.

## 7. How the new Act will impact on local authority procurement exercises.

Similar to previous answers, the impact could be potentially significant or potentially not at all and it is so difficult to tell.

One thing I am certain of is that the overall look and feel of the process whether a one stage or a 10 stage process, will look and feel extremely familiar to those who have been involved in public procurement up to now. Tenders will still be carried out online using a tender platform, clarifications will likely operate in a similar fashion to now, there will still be chances to pre-engage with the market before tender, there's still opportunities for tenderers to challenge the result if you don't like it, so there will be an overall, very familiar feel to the framework of public procurements.

I'm fully expecting there to be a significant amount of uncertainty up front about how to approach the new procurement routes from local authorities. Getting it wrong can be extremely expensive and time consuming.

In addition, there's a pretty common trend amongst the comments about what local authorities are concerned about, that that is the increased admin expected from existing resources which is often stretched or shrinking, concerns that the time for implementation, a minimum of 6 months is too short and missing detail from the bill making it difficult to really assess the impact of the changes, although I'd suggest a lot of that uncertainty has perhaps been removed with the introduction of the new draft transparency regulations giving us a lot of that missing information.

In the short term, don't forget there's also the e-tendering platforms that are used to compete for tenders – they need changes in order to be suitable for use with the new regulations and often these systems are built upon, now a decade old code that will not be easy to just switch over to a new regime. To deal with that, the cabinet office is directly engaging with many e-tendering providers to get them ready but I do wonder if one of the immediate impact we will see is some technical issues on some platforms in the first few months after the switch.

On a long term and therefore much more broad-brush approach to describing the impact of the regulation changes on local authorities, the key impact is transparency and visibility of public contracting arrangements.

A lot more of the process and resultant contract management is going to be exposed under the new regime:

- Suppliers should start receiving more specific feedback on your tenders and if unsuccessful, the same feedback that was provided to the winning tenderer.
- Suppliers should be able to scour a government website to find opportunities not just to bid but also to engage with authorities on potential opportunities.
- If awarded an over threshold contract, the contents of that contract are going to be published online, subject to suitable redactions to protect commercial confidentiality.
- If over a fixed value, (£5m) the local authority will have to implement and measure KPI's which will be published including the outcomes of the monitoring.
- If a Supplier is in breach of a public contract and have a contract terminated, conformation of this will also be published.
- If a supplier becomes an excluded supplier, there is a chance they could also appear on the debarment register too.

Overall then, the impact of the new regulations could definitely be felt though changes to the tender procedures but I'm expecting it to be more immediately felt in relation to the exposure of the contracts in a public forum, making public supply chains far more open to scrutiny than they were before.

I do also believe that another effect of that transparency will be improvement to contract management and performance monitoring which could be described as a weakness across the public sector as the increased transparency will expose our contract management processes to a lot more scrutiny than they currently do.

**8. Can you address the issue of award decisions frequently coming very late and sometimes even past contract start dates. What is being done to stop this. In reality outgoing and incoming providers need at least 3 months to scale up/down. Short lead times damage quality and inflict instability on the sector.**

This question seems to be directed towards a specific scenario or scenarios in a specific sector so I feel like on this forum we can only really discuss it in a general sense.

The length of time needed to scale up or down to accommodate a new contract is going to vary contract to contract but I do agree with the notion that awarding and starting on day 1 is going to leave a supplier coming unstuck immediately.

To put it into some context as to why, some of us will be familiar with the TUPE regulations which do not always fit well with the Procurement Regulations at all. If not managed well or where you have a hostile incumbent, it can result in an incoming supplier bearing out of pocket costs taking on staff they weren't expecting at their existing pay rates, as well as also possibly being fixed into a contract with fixed rates. Clearly if that happened not all of that could be reasonably sorted on day 1 and a sensible lead in time from award to commencement of the contract would be the answer to sorting those issues out in advance.

However, if that approach to award and commencement on day 1 is built within the timescales set out in the tender, the reality is that the contracting authority is expecting you to accept that because they made their intent clear up front. If you know it's not really reasonable given the type of contract, then you absolutely must clarify it during the tender process. Do not leave it until award and if the authority seems unmoved by your concern on their short timescales, giving you an impossible task, it may not be a contract you're realistically wanting to compete for if the ask is unreasonable. At that point, you might also consider if the procurement objectives at cl. 12 are being met and if not, consider your other options further.

However, on some occasions award decisions simply come in late despite the best intentions of the contracting authority and this can happen for a number of reasons like resourcing shortages within the evaluation team slowing down the process, the recognition potential problems that need to be addressed during the evaluation, internal signoff processes which can be long, sometimes involving committees, and finally as we've talked about a few times, that risk that an unhappy tenderer doesn't like the result and challenges the outcome, whether there is a case to be answered or not.

All of these are hazards of public sector tendering. Some can be foreseen and accounted for in building the initial timetable but that risk of crossing over the award into the expected contract start date is always going to be a possibility and largely impossible to address on every occasion unless an extremely long lead time is provided for which in turn may impact on the effectiveness of committing to pricing or other commitments.

One other element to consider within this question is contract start dates being before the award date. This shouldn't happen. A contract cannot be let before it is awarded unless an exception exists to allow it, but most won't. If a contract is backdated, ask for the date to be brought forward to the date of signing at least otherwise you could be held accountable for delivery of a service or a product within a timeframe you were never actually in a contract.

## **9. What can we do to get ready for the changes?**

I'd suggest that right now, there's not that much information out there for suppliers, a lot of the focus has really been on getting contract authorities ready for a switchover, but there are still some things you can do to prepare for the changes.

Firstly, keep an eye on the government page that covers the reform, you're welcome to sign up for updates from the cabinet office directly, they are free to access, and the cabinet office has promised a super user event aimed at suppliers some point in the future – no dates yet but worth looking out for.

On top of that you can also speak directly to any local authority you've got a contract with to see how your relationship might be impacted by the changes. Although there is commonality between us, our approaches are not always the same and every authority might have a different idea on implementation, so speak to them and see what they have to say.

A lot of us in the public sector are talking about the reform too, a quick search on the internet and you can find a wealth of chatter about the reform, if you have time it might be worth seeing what others are saying too – there's a lot of law firms looking at this and providing updates regularly and it's also my sincere hope that we will also directly continue to engage with you on what is happening.

You can check the bill yourself, familiarise yourself with the implied terms that are going to be inserted into your public contracts- it may be valuable to not be caught foul of implied payment obligations for your supply chains particularly if you typically pay your key suppliers in 31 days or more.

Finally, a supplier portal is being set up by the government. For now, just be aware of its potential existence. Exactly what it is, where it is, what you put into it is a matter of speculation but some point in the future I am expecting you as a supplier will need to be registered on that portal in order to be awarded public contracts in the future although that is not mandated in the bill itself.

## **10. I'm concerned that an increase in transparency means my commercially sensitive data will be published if I bid for a tender opportunity, is this true?**

No, although it's understandable why the question might come up. Under the proposals in the original green paper in 2020 - 2021, this was a genuine concern. There was a suggestion we would have to publish the contents of the winning bidders tender as well as our evaluation but on feedback, that's not made it into the bill.

Overall, there's no expectation that commercial data should be published in any format, other than performance measures related to the contract itself. Before awarding and publishing its award notes I'd expect contracting authorities to check through and redact anything that was obviously commercially sensitive like pricing but release anything else.



### **11. I've not really heard anything about the changes – where can I find more information?**

A lot of the information so far has really been directed towards contracting authorities who will be tasked with the largest part of the implementation of the rules, but as we know, some changes will impact on suppliers too.

The best source of information is currently the government website which is updated fairly regularly with updates on the bill and opportunities to engage but also keep an eye out for anything from the local authorities you contract with plus of course, YPO.

I've previously heard that Cabinet Office may run a super user event for suppliers, but I have no direct news on that opportunity. I believe you can sign up for updates directly from the Cabinet Office though who will likely share more detail closer to time.

Finally if you had the time and inclination, there the bill and secondary legislation is also available online and free to access including the parliamentary debates which may well be useful in the future for interpreting the bill.

### **12. Will you have to replace all of your frameworks when the new rules come in?**

We don't believe so because of the difficulties that would be created by drawing a strict line between the two regimes being unnecessary. It's believed that frameworks let before the rules change next year should continue to operate under the existing regime, and call-offs will be the same, although you might find the approach to awarding some call-off will change as authorities' processes do.

None of that is 100% set though as far as I know, but it matches the information we've previously received ourselves to please take it with a pinch of salt until there is official instructions from the government on how existing frameworks are to be treat under the new regime.

### **13. If I don't like the outcome of a tender, what are my options?**

If you don't like the outcome of a tender under the new rules, the answer would be similar to how it works under the current rules.

Firstly, you can issue a formal legal challenge to the award of a public contract and depending on the timing and the intent, you can potentially obtain an injunction to stop the contract commencing and the remedies open to you if your challenge was successful could be that the contract is rescinded, or you could receive damages or both.

To be clear, if you don't like the outcome and you wanted to challenge a procurement, there is no easy or realistic route for an authority just to cave and give a contract they've already awarded to someone else, to you. The best possible outcome of that route is only that the contracting authority may need to rerun the procurement and pay costs which does not guarantee a positive outcome for you on a second running nor is a great start to a working relationship.

I am of course making the procurement challenge route sound a lot simpler than it is – it is a formal court process, it is expensive and extremely complicated and if it's something you wanted to pursue, I'd say it is essential to appoint a solicitor to help you understand the costs, risks and likelihood of success as it is a complex area of law that will become only more uncertain when the new bill becomes law.

There is another, route to consider as well. Under the new bill, there is a new function being set up called the procurement review unit replacing the current PPRS service whom you can raise complaints to and whom, will have powers to investigate and make a statement our outcome that could inform the direction or guidance issued for future procurements.

That service I believe will be free to use and a lot more straight forward to access, but the PRU will not have the same powers as the court to overturn awarded contracts but the outcome of such an investigation might help inform your next steps and give you an idea of whether it's worth taking any further.

For us as contracting authorities, the PRU through its review should offer us valuable guidance on how we should be interpreting the new laws and applying its guidance accordingly.

Remember for procurement challenges, timing is key – if you think there's something not right, bring it up at the first available opportunity, not after you've seen the outcome of the tender, because the timelines for bringing challenges and your odds of success are informed by your own actions.

Most challenges don't come until after award though once you've seen scores and the award notes, so remember certain remedies like declarations of ineffectiveness rely on you bringing a claim before the end of a mandatory standstill period although it wouldn't ultimately stop you bringing a claim after the standstill period, just impact on what you could hope to achieve from the challenge.

Finally, you can always just ask the awarding contractor and complain direct. Although that route does not guarantee a result, mistakes can be made and sometimes they just need pointing out. In addition, complaining directly is cheap and easy to do. However, having put that forward as a suggestion, I think with the increases of transparency under the new rules, its more likely that the contracting authority may just point you back to the information they will have already provided you with in the assessment summary.

#### **14. What is the debarment list?**

It is a list of suppliers prevented from bidding for public sector contracts. It doesn't exist yet, but the list is not set by Contracting Authorities, but determined by the government and reserved for companies or individuals that the government do not want the public sector to contract with for any number of reasons like fraud, corporate, manslaughter, modern slavery – really all things that we shouldn't be experiencing in any supply chain let alone a public one.

At an event I attended recently, it was suggested that any supplier that was an "excluded" supplier would automatically be included on the debarment list, but I am not sure such a suggestion would be practically workable. If a supplier is found to be excluded by way of an exclusion ground, then the contracting authority must within 30 days, give notice of that fact to an appropriate authority (a minister for the crown) which may then be investigated for inclusion on the debarment list, subject to interim reliefs and an appeal process.

The wording allows the minister for the crown to choose not to conduct an investigation if it so chooses, although there's nothing to indicate on how it would make such a decision in practice. However, it does mean that being an excluded supplier does not automatically mean that you would be placed on the debarment list.

In addition, no doubt should a contracting authority exclude a supplier on the basis that they are deemed to be excluded but a subsequent investigation or appeal determines that the supplier should not have been excluded, it is also unclear what the implications could be for the contracting

authority whom could have been acting honestly and will have entered into a contract by the time such investigation or appeal process is completed.

**15. I heard there is going to be a centralised register of suppliers. What is it and how do I join it?**

Yes, a central portal. You can't join it at the moment and there's hardly any information available about it.

The intent of the list as I understood it was to replace the need for suppliers to repeatedly provide contracting authorities the same information over and over – largely representing digitisation of the current single procurement document.

My own interpretation is that when bidding for an opportunity, the contracting authority would go online, check out a suppliers profile and get the information needed to assess suitability to go on to an qualitative assessment – similar to how companies house works now, but I am a lot less certain of that now due to the lack of information on the portal, how it would work or what is input into it so it's a bit of a waiting game.

At a recent event I attended, an alternate view was suggested that the e-tendering portal used by the Contracting Authority could 'talk' to the central portal and upload a supplier's profile automatically into their although this sounds extremely difficult to implement and fraught with risk should the communication break down when either software was updated.

For YPO suppliers, we would inform our supply chains directly once the portal becomes available and will encourage them to register, including where and how when we find out ourselves, as we too act as a supplier on occasion and will need to be on there too.

Due to the lack of information I also wonder if the portal going live is likely to occur after the reform is enacted, so there could be some delays to its implementation. However, there is just under 12 months to go before the new rules are enacted, so it is entirely possible yet that the supplier portal could be up and running in time for implementation in autumn 2024.