



Contract Procedure Rules

Contract Procedure Rules

January 2018 ~~December~~ March 2018 ~~2017~~

CONTENTS

1	APPLICATION	3
2	SCOPE.....	4
3	CONTRACT VALUE CALCULATION	4
4	AUTHORISATION.....	5
5	PROCUREMENT METHOD	5
6	SINGLE TENDER ACTION	6
7	CONCESSION CONTRACTS	8
8	ACCEPTANCE.....	8
9	CONTRACT SIGNING and SEALING.....	9
10	CONTRACT MANAGEMENT	9
11	EXTENSIONS and VARIATIONS.....	9
12	WAIVERS	11
13	DEFINITIONS and INTERPRETATION	11

1 APPLICATION

- ~~1.1 Under section 135 of the Local Government Act 1972 the council must make standing orders with respect to contracts for the supply of goods or materials or for the execution of works.~~
- ~~1.2 These Contract Procedure Rules provide the governance structure for the Council to procure works, goods and services. The aims of these rules are to:~~
- ~~1.3 ensure value for money and propriety in the spending of public money;~~
- ~~1.4 enable works, goods and services to be delivered effectively and efficiently without compromising the Council's ability to influence strategic decisions;~~
- ~~1.5 ensure that the Council is not exposed to unnecessary risk and possibility of challenge arising from non-compliant Procurement activity; and~~

~~1.61.1 ensure compliance with the Law~~

~~1.71.2 These mandatory Contract Procedure Rules apply to everyone who commissions or procures contracts on behalf of the Council, including external consultants and third party providers.~~

~~Any Procurement activity must comply with the Law, these Contract Procedure Rules, Council policy, and the Constitution. It is a disciplinary offence to fail to comply with Contract Procedure Rules when undertaking Procurement on behalf of the Council. Council employees and third party service providers have a duty to report breaches of Contract Procedure Rules to an appropriate senior manager for action and the Chief Internal Auditor for noting.~~

~~1.3 Refer to any approved Scheme of Delegation to identify any manager with the right to undertake Procurement. Approved Officers (Heads of Service and above) are accountable for all Procurement in their respective area of responsibility including following the Contract Procedure Rules and complying with operational procurement guidelines and codes of practice.~~

~~1.81.4 All Officers must ensure that the Council's approved processes and standards for Procurement, as set out in the Procurement Toolkit are adhered to. This includes ensuring staff attend relevant training. All information governance, insurance, safeguarding, social value (including Support to Local Community), conflict of interest and business continuity requirements must be adhered to in line with the Procurement Toolkit and the Council's Information Governance Policies.~~

~~1.91.5 The Director of Commercial Services in consultation with the Director of Resources shall maintain and issue the Contract Procedure Rules.~~

~~1.101.6~~ Customer Support Group (CSG) Procurement is responsible for ensuring Council awareness and compliance with all relevant Law. Any significant changes to relevant Law will be reflected in these Contract Procedure Rules.

2 SCOPE

2.1 The Contract Procedure Rules apply to all Procurement activities, including expenditure of external funding on Procurement, such as grant allocation, received by the Council from external sources.

~~2.2~~ The Contract Procedure Rules do not apply to Non-Procurement activities ~~as set out in Section 13.18 (Definitions) of these Contract Procedure Rules whereby the Council has to pay for a Service which it did not initiate or for payments where it is not appropriate to tender including (but not exclusively) inter-authority and inter-agency payments, subscriptions/memberships, emergency temporary accommodation for vulnerable people, assessments and recoupment.~~ Payments to third parties for these activities are subject to authorisation by Finance.

~~2.22.3~~ Where the Council is entering into a Contract as an agent in collaboration with another public body or organisation which is the principal or lead body in the collaboration, these Contract Procedure Rules apply only in so far as they are consistent with the requirements of the principal or lead body concerned. Where the Council is acting as principal or the lead body, these Contract Procedure Rules will take precedence.

~~2.32.4~~ Where the Council's schools have to abide by the Scheme for Financing Schools which requires them to follow Contract Standing Orders (CSO) for Schools, then the CSO for Schools shall take precedence over these Contract Procedure Rules.

~~2.42.5~~ These Contract Procedure Rules do not apply to any acquisition or disposal of any interest in land, or to any transaction in land ~~under s~~Section 75 of the National Health Services Act 2006; arrangements between NHS bodies and the council are not subject to these Contract Procedure Rules though ~~p~~Procurement activities undertaken under any such arrangements may be.

3 CONTRACT VALUE CALCULATION

3.1 Contract value means the estimated aggregate or recurring value payable in pounds sterling exclusive of Value Added Tax over the entire Contract period including any form of options or extensions of the Contract. Where the Contract term is not fixed the estimated value of the Contract must be

calculated by multiplying the monthly spend value by 48 in accordance with Regulation 6 of the Public Contracts Regulations 2015.

~~3.2 — For Concession Contracts the estimated value will be the total turnover of the concessionaire generated over the duration of the contract (net of value added tax) in consideration for the works and services which are the object of the Concession Contract and for the goods incidental to such works and services.~~

~~3.33.2~~ Contracts must not be artificially underestimated or disaggregated into two or more separate contracts with the intention of avoiding the application of Contract Procedure Rules or the Law.

~~3.43.3~~ In the case of Framework Agreements or Dynamic Purchasing Systems the contract value must be calculated to include the total estimated value, net of VAT, of all the contracts envisaged to be awarded for the total term of the Framework Agreement or the Dynamic Purchasing System.

4 AUTHORISATION

4.1 Any Procurement, including extensions and variations to Contracts set out in the Annual Procurement Forward Plan and approved by the Policy and Resources Committee, is deemed as Authorised irrespective of the Contract value.

4.2 Any Procurement which has not been Authorised as set out in 4.1 must be Authorised in accordance with Article 10 of the Constitution, Table B.

5 PROCUREMENT METHOD

~~5.1 The method of procurement is set out in Article 10 of the Constitution, Table B. Where Procurement will result in a Framework Agreement, Dynamic Purchasing System or Contract refer to Article 10 of the Constitution, Table B to determine the Procurement process that should be used. If any further clarification is required refer to the CSG Procurement Team.~~

~~5.2 — All Procurement of Contracts with an estimated value at or below £10,000.00 are subject to Reasonable means of selection including confirmation of budget and consideration of Barnet's local supplier base and SMEs. All tender opportunities for works, goods or services over £10,000 (except for social care placements, special educational needs listed in 5.8 and activities defined in 13.18) must be advertised using the CSG e-procurement portal and in accordance with Article 10 of the Constitution, Table B and be subject to Tender Review.~~

~~5.35.2~~ All Procurements for goods and services over £25,000 must be advertised on Contracts Finder within 24 hours of the time when the Procurement is advertised in any other way. Procurement over the EU financial threshold must be advertised in the OJEU first and then on Contracts Finder. A

Contract award notice must also be published on Contracts Finder. CSG Procurement will arrange this.

~~5.45.3~~ Commissioners may decide to award a contract in the form of separate lots and may determine the size and subject-matter of such lots. ~~They-If commissioners decide not to subdivide into lots they~~ must document the main reasons for their decision ~~not to subdivide into lots~~.

~~5.5~~ ~~Call Off Contracts under a Framework Agreement or Dynamic Purchasing System must be carried out in accordance with the rules laid down in the Framework Agreement or the Dynamic Purchasing System.~~

~~5.65.4~~ Where the Council accesses an existing Framework Agreement, the Framework Agreement terms and conditions of contract must be used, amended as appropriate as permitted by the Framework Agreement. Before entering into a Framework Agreement due diligence checks must be carried out to demonstrate that the Council can lawfully access the Framework Agreement and that it is fit for purpose and provides value for money.

~~5.7~~ ~~Where a performance bond or guarantee is required to ensure Contract performance and/or to protect the Council, the requirement must be pre-notified and the bond or guarantee must be in place before Contract signature.~~

~~5.85.5~~ For activities that result in a contractual obligation for social care placements and special education needs where the decision has been made on the Council's behalf (such as court directed order, personal budget/statement request or an individual's specific needs) the authority to sign off to award an individual funding agreement in accordance with the decision making framework is contained within the ~~Article~~Article 10 (Decision-Making) as set out in the Constitution.

~~5.95.6~~ Procurement activity for Contracts for certain health, social, community, educational and cultural related services, "Light-Touch Regime Services" whose value is equal to or over the threshold of £~~615,278 589,148~~ must be tendered and awarded in compliance with the Public Procurement Regulations 2015. Refer to the CSG Procurement Team to advise on the procedures to be applied in connection with the award of these Contracts. ~~which will take into account the specificities of the services in question~~

~~5.105.7~~ For Procurements below the EU financial threshold only Suitability Assessment Questions can be asked. This means there can be no SQ stage.

~~5.115.8~~ For Contracts under the OJEU financial threshold the Commercial Services Director may waive the requirement to seek 2 written quotes subject to a Summary DPR being provided, demonstrating that the market place has been fully tested and the Council has obtained value for money.

~~5.125.9~~ The award of Contracts will be based on the most economically advantageous tender assessed from the Council's point of view.

~~5.13~~5.10 Commissioners shall require tenderers to explain the price or costs proposed in the tender where tenders appear to be abnormally low in relation to the works, goods or services

6 SINGLE TENDER ACTION

6.1 A Single Tender Action is the awarding of a Contract to a contractor without undertaking a competitive tendering exercise. This is permitted only in exceptional circumstances and should be approved in advance by the Commercial Director. Procurement advice should be sought in all cases. Exceptional circumstances may include where the works, supplies or services can be supplied only by a particular supplier.

6.2 Where a competition has been undertaken and only a single bid has been received the Commercial Director can approve the award of a Contract, subject to an appropriate review being undertaken and an audit trail being available for inspection.

~~6.1 A single tender action or commitment is not allowed unless it is in compliance with the Law and approved in advance by the Director of Commercial Services. Single tender action is the awarding of a Contract to a contractor without undertaking a competitive tendering exercise.~~

~~6.2 For Contract values above the EU financial threshold single tender actions are permitted under Regulation 32 of The Public Contracts Regulations 2015 in exceptional circumstances. Officers must seek advice from the Chief officer and CSG Procurement if they believe that a single tender action may be justified. Exceptional circumstances may include:~~

~~6.3 where no tenders, no suitable tenders, no requests to participate or no suitable requests to participate have been submitted in response to an open procedure or a restricted procedure, provided that the initial conditions of the Contract are not substantially altered;~~

~~where the works, supplies or services can be supplied only by a particular supplier but otherwise contact the Chief Officer and CSG Procurement for any of the following reasons:~~

~~the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance;~~

~~competition is absent for technical reasons;~~

~~the protection of exclusive rights, including intellectual property rights;~~

~~but only, in the case of paragraphs (ii) and (iii), where no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement.~~

~~insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the Council, the time limits for the open or restricted procedures or competitive procedures with negotiation cannot be complied with;~~

~~in the case of goods contracts, for additional deliveries by the original supplier which are intended either as a partial replacement of supplies or installations or as the extension of existing supplies or installations where a change of supplier would oblige the contracting authority to acquire supplies having different technical characteristics which would result in incompatibility or disproportionate technical difficulties in operation and maintenance;~~

~~in the case of works or services contracts, new works and services consisting of the repetition of similar works or services entrusted to the contractor to which the Council awarded the original Contract, provided that such works or services are in conformity with a basic project for which the original Contract was awarded following a competitive procedure under the Public Contracts Regulations 2015. The basic project must indicate the extent of possible additional works or services and the conditions under which they will be awarded. As soon as the first project is put up for tender, the possible use of this procedure shall be disclosed and the total estimated cost of subsequent works or services shall be taken into consideration by the contracting authority when assessing the estimated contract value.~~

~~Where a competition has been undertaken, in accordance with Section 5, and only a single bid has been received, the Commercial Services Director can approve the award of a Contract, subject to an appropriate review being undertaken and an audit trail being available for inspection. The award of the Contract cannot proceed without this authorisation.~~

7 CONCESSION CONTRACTS

- 7.1 ~~The~~ Concession Contracts are contracts under which the council outsources works or services to a contractor or provider, who then has the right to commercially exploit those works or services in order to recoup its investment and make a return. The key feature is that the contractor/provider bears the operating risk of the arrangement and so has no guarantee of recouping its investment or operating costs. are contracts with a private company that give the company the right to operate a specific business and contracts between the owner of a facility and the concession owners that grant the latter exclusive rights to operate a specific business in the facility. Regulations 2016 (CCR) apply to the award of works Concession Contracts or services Concession Contracts above £4,104,394

7.2 Concession Contracts must meet certain the following requirements and advice should be sought from the Chief Officer Legal Services and CSG Procurement.

- ~~• The award of the contract involves the transfer to the concessionaire of an operating risk in exploiting the works or services encompassing demand or supply risk or both.~~
- ~~• The part of the risk transferred to the concessionaire involves real exposure to the vagaries of the market, such that any potential estimated loss incurred by the concessionaire is not merely nominal or negligible. The concessionaire shall be deemed to assume operating risk where, under normal operating conditions, it is not guaranteed to recoup the investments made or the costs incurred in operating the works or the services which are the subject matter of the Concession Contract~~

~~The same general principles that apply to other Procurement activities also apply to the award of Concession Contracts. In particular, the Council must treat providers equally and without discrimination and must act in a transparent and proportionate manner.~~

~~Seek advice from CSG Procurement and/or Legal Services if you consider that you might want to award a Concession Contract~~

8 ACCEPTANCE

~~8.1~~ Acceptance of Contracts must be in accordance with Article 10 Table B of the Constitution, and in all cases is subject to:

~~8.2~~ Budget provision;

~~8.3~~ a compliant Procurement process; and

~~8.4~~ 8.1 confirmation of acceptable financial status of the contractor.

~~8.5~~ 8.2 Acceptance of Contracts with independent providers of individual placements for children or adults will in the first instance be achieved through approved frameworks or approved lists of providers. Where requirements cannot be met through approved frameworks or approved lists, authority is delegated to the relevant officer of a service area under the scheme of delegation in the council's Constitution to enter into contract with a new independent provider.

~~8.6~~ 8.3 Acceptance thresholds for Contract extensions and variations are set out in Article 10 Table B of the Constitution.

~~8.7~~ 8.4 The financial evaluation of tenders will be undertaken by:

- CSG Procurement if the Contract is valued at less than ~~£164,176~~ £181,302 for goods or services or less than ~~£4,104,394~~ £4,551,413 for works, or;

- A Financial Officer as delegated by the Director of Finance if: (a) the contract is valued at ~~£164,176,181,302~~ or more, for goods or services; or (b) the contract is valued at ~~£4,104,394,551,413~~ or more for works; or (c) the Director of Finance considers that the Contract has a significant impact on the council's finances.

9 CONTRACT SIGNING and SEALING

- 9.1 Every Contract must be in a form approved by Legal services or delegated officer, if its value exceeds £25,000 or where appropriate to the nature of the Contract.
- 9.2 All Contracts awarded following a Procurement process with a Contract value above the EU financial threshold shall be sealed unless Legal Services or delegated officer directs otherwise.
- 9.3 Contracts and Framework Agreements must be sealed. Call-off Contracts from a Framework Agreement under the EU financial threshold do not require sealing and need only be signed by a Council Officer in accordance with the Scheme of Delegation.

~~9.4 — Where Legal services or delegated officer considers it appropriate that a Contract should be sealed other than as specified above, then such a Contract must be sealed.~~

10 CONTRACT MANAGEMENT

- 10.1 During the life of the Contract Approved Officers must ensure that the Council's approved processes for Contract Management, as set out in the Contract Management Toolkit are adhered to. In particular to ensure continuous improvement and value for money is achieved all Approved Officers must ensure that those responsible for managing Contracts undergo CSG Procurement approved training

11 EXTENSIONS and VARIATIONS

- 11.1 Contracts that have been originally advertised with extension options and which contain clear extension options can be extended subject to acceptance under Article 10 Table B of the Constitution and under Regulation 72 of the Public Contracts Regulations 2015- certain amendments, and extensions or renewals of an existing Contract can be made without triggering a requirement for a new Procurement exercise, subject to submit financial limits. Where necessary seek advice from the Chief officer Legal and CSG Procurement. Examples include:

~~— where the Contract contains a change control process and the scope and nature of the changes that can be made and the conditions under which such a change can be made are clear;~~

~~A change of contractor cannot be realistically made for economic or technical reasons and would cause significant inconvenience or substantial duplication of the Council's costs or circumstances have arisen that the Council could not reasonably have foreseen and that require an amendment to the existing Contract, in both cases provided that each change does not increase the Contract's value by more than 50 per cent as a result~~

~~—corporate restructures, takeovers and mergers~~

~~—the modification is both below the EU procurement financial threshold and less than 10 per cent of the initial Contract value (where the contract is for goods or services) or less than 15 per cent of the initial Contract value, in the case of a works contract.~~

~~—The proposed modifications are insubstantial~~

~~11.2 —Commissioners must consult CSG Procurement to confirm that any of the circumstances set out in section 11.1 above apply permitting a Contract amendment, extension or renewal and Commissioners must also comply with the Authorisation and Acceptance Thresholds in Article 10 of the Constitution, Table B.~~

~~11.3~~ 11.2 Placement Agreements for individuals in Social Care or Educational Needs may be varied or extended without reference to the Variation or Extension Acceptance levels and documentation set out in Article 10 of the Constitution, Table B.

~~11.4~~ 11.3 The value referred to in Article 10 of the Constitution, Table B in the column headed 'Variation or extension Acceptance' is the total value of the original Contract value plus the addition of the value of any extensions and/or variations i.e. the total value of the extended or varied Contract.

~~11.5~~ 11.4 In addition to the requirements of Regulation 72 Contracts may only be extended or varied if all of the following conditions have been met:

- the initial Contract was based on a Contract Procedure Rules compliant competitive tender or quotation process;
- the value of the extension or variation added to the value of the original Contract does not exceed the original Authorisation threshold as defined in Article 10 of the Constitution, Table B;
- the extension or variation has an approved Budget allocation;
- if the initial Contract was subject to an EU regulated tender procedure, that the extension option was declared within the OJEU contract notice and the original Acceptance report (Delegated Powers Report/relevant Committee Report);

~~11.6~~ 11.5 Where the Procurement results in a Contract which includes a provision for an extension, any Acceptance of that extension needs to be in accordance with Article 10 of the Constitution, Table B.

~~11.7~~11.6 If any of the conditions at ~~11.5~~11.4 or ~~11.6~~11.5 cannot be met, then a new Procurement exercise must be commenced.

~~11.8~~11.7 Where a variation or extension moves the total value of the Contract into a higher threshold, then acceptance must be sought in accordance with Article 10 of the Constitution, Table B.

12 WAIVERS

12.1 If the application of these Contract Procedure Rules prevents or inhibits the delivery or continuity of service, Approved Officers ([Heads of Service or above](#)) may apply for a waiver. All applications for a waiver of these Contract Procedure Rules must be submitted to Policy and Resources Committee specifically identifying the reason for which a waiver is sought, including justification and risk.

12.2 Approved Officers may take decisions on emergency matters (i.e. an unexpected occurrence requiring immediate action) in consultation with the Chairman of Policy and Resources Committee providing they report to the next available Policy and Resources Committee, setting out the reasons for the emergency waiver. A copy of the relevant Policy and Resources Committee report must be provided to CSG Procurement and stored on the Council's contract repository.

12.3 Any waiver should only be granted for a maximum period of 12 months, except in exceptional cases.

~~12.4 — Waivers cannot be granted where this would breach the Law~~

~~13 — DEFINITIONS and INTERPRETATION~~

~~13.1 — “Acceptance” is the authorisation to enter into a Contract with a particular supplier(s) on the terms, conditions and at the price(s) set out in the Contract documents.~~

~~13.2 — “Annual Procurement Forward Plan” (APFP) means the annual report compiled by the Council setting out their planned contractual Procurements for the forthcoming financial year and submitted to the Policy and Resources Committee for authorisation.~~

~~13.3 — “Approved Officer” means the Director, Assistant Director, Service Lead, Commissioning Director or Head of Service in accordance with the Scheme of Delegation who has responsibility for all Contracts tendered and let by their respective area of responsibility including Contract monitoring and Contract Management once Contract is in place.~~

~~13.4 — “Authorisation” is the approval required to enable any Procurement to occur.~~

~~13.5 — “Budget” is the annually agreed budget and supporting plans and strategies for each Delivery Unit.~~

- 13.6 ~~“**Concession Contract**” means a services concession contract or a works concession contract as defined in The Concession Contracts Regulations 2016. They are contracts for pecuniary interest which consist either solely in the right to exploit the services or works that are the subject of the contract or in that right together with payment.~~
- 13.7 ~~“**Contract**” means a formal written agreement between the Council and the provider of any goods, services or works, including terms and conditions approved by Legal Services.~~
- 13.8 ~~“**Contract Management**” is the process of managing contracts to achieve optimal goods, works and services at optimal cost in accordance with the Council’s Contract Management Toolkit~~
- 13.9 ~~“**Contracts Finder**” means a web-based portal provided for the purposes of Part 4 of the Public Contracts Regulations 2015 by or on behalf of the Cabinet Office;~~
- 13.10 ~~“**DPR**” means Delegated Powers Report. Templates and guidance for completion are available from the Governance~~
- 13.11 ~~“**Dynamic Purchasing System**” is appropriate for commonly used purchases the characteristics of which, as generally available on the market, meet the Council’s requirements. The rules for using it are set out in regulation 34 of the Public Contracts Regulations 2015.~~
- 13.12 ~~“**Emergency**” where immediate action is needed to protect life or property or to maintain a critical service. Decisions that were not anticipated within the Budget or Budget plan but nevertheless relate to everyday business, not major changes/decisions outside the approved Budget and statutory plans.~~
- 13.13 ~~“**EU financial threshold**” means the financial threshold from time to time above which Procurement becomes subject to compliance with the Public Contracts Regulations 2015.~~
- 13.14 ~~“**Framework agreement**” is an agreement between one or more contracting authorities and one or more contractors, 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, where appropriate, the quantity envisaged.~~
- 13.15 ~~“**Law**” means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Council is bound to comply~~
- 13.16 **“**Information Governance Policies**”** means the Council’s policies on managing and processing information accessible here [\[insert link\]](#)

- 13.17 — ~~“Light Touch Regime” refers to the contract award procedures applicable to contracts for services set out in schedule 3 of the Public Contracts Regulations 2015 which are valued at EUR 750,000 (or around £589,148) or more. These contract opportunities and contract award notices must be advertised in OJEU and Contracts Finder. CSG Procurement will advise on the Procurement procedures to apply to these Contracts which will take into account the specifics of the services in question and which will ensure compliance with the principles of transparency and equal treatment of suppliers.~~
- 13.18 — ~~“Non Procurement” expenditure applies where the Council has to pay for a Service which it did not initiate or for payments where it is not appropriate to tender including (but not exclusively) inter-authority and inter-agency payments, subscriptions/memberships, emergency temporary accommodation for vulnerable people, assessments and recoupment.~~
- 13.19 — ~~“OJEU” means the Official Journal of the European Union.~~
- 13.20 — ~~“Procurement” means the acquisition by means of a public contract of works, goods or services by one or more contracting authorities from contractors chosen by those contracting authorities, whether or not the works, goods or services are intended for a public purpose. This includes any activity which includes the identification of need, options appraisal and the execution of a competitive selection process, quotation or tendering process.~~
- 13.21 — ~~“Procurement Toolkit” means the document issued by CSG Procurement that provides further guidance on compliant best practice Procurement~~
- 13.22 — ~~“Public Contracts Regulations 2015” are the regulations implementing EU Directive 2014/24/EU of the European Parliament and Council into English Law~~
- 13.23 — ~~“Purchase” means the activity which uses a mechanism to undertake procurement under the Council’s standard terms and conditions (Purchase Card or Purchase Order) or against an accepted contract.~~
- 13.24 — ~~“Quotation” means a priced bid for the provision of goods, a service, or supply of works.~~
- 13.25 — ~~“Reasonable means of selection” means an unbiased selection process based on the relative merits of the quotation provided and taking account of previous purchasing practices for goods, services or works of a similar type. This process would normally involve attaining more than one quotation, audit trail of action undertaken and confirmation from the relevant approved officer that budget is available and rationale for appointment is accepted. The Council requires that consideration is given to local suppliers for requirements less than £10,000.~~
- 13.26 — ~~“Scheme of Delegation” means the scheme of delegation of decision making to Council officers set out in the Council’s Constitution~~

- 13.27 — **“Small Medium Enterprises” (SMEs)** means the definition the UK government use based on the EU Definition of an SME as follows:
- ~~Micro Business = less than 10 employees & turnover under £2 million~~
 - ~~Small Business = less than 50 employees & turnover under £10 million~~
 - ~~Medium Business = Less than 250 employees & turnover under £50 million~~
- 13.28 — **“SQ”** means Selection Questionnaire in accordance with Procurement Policy Note (PPN) 8/16 regarding OJEU procurements. Accessibility to the form will be via the procurement portal with expectation that suppliers complete and submit online. In accordance with Public Contract Regulations 2015 these questions are to be in the form of declarations with successful contractor to provide support documents at point of proceeding to contract award.
- 13.29 — **“Suitability Assessment Question”** means a question which relates to information or evidence which the Council requires for the purpose of assessing whether candidates meet requirements or minimum standards of suitability, capability, legal status or financial standing. In accordance with Public Contract Regulations 2015 these questions are to be in the form of a declaration which the winning bidder is to provide at point of proceeding to contract award.
- 13.30 — **“Support to Local Community”** refers to support through contract delivery to the communities which exist within London Borough of Barnet and delivery of benefit to these communities. Benefit to include: consideration and provision of paid internships; apprenticeships; long term unemployed returning to work opportunities; and support to local schools/community groups.
- 13.31 — **“Works”** means building & engineering works, construction and refurbishment, including capital works.

Authorisation and Acceptance Thresholds

	Procurement value	Authorisation to commence a procurement process & Documentation	Procurement method	Acceptance process & Documentation	Variation or extension Acceptance & Documentation	Supplier Notification method and contract
A	Under £10,000 (Purchase Order)	Approved Officer Authorisation documentation: Audit trail	Reasonable and evidence of having considered the local Barnet supplier market	Approved Officer Authorisation documentation: Audit trail	Must move to next threshold if £10,000 or above Authorisation documentation: Audit trail	Purchase Order
B	£10,000 – £50,000	Approved Officer Authorisation documentation: Audit trail	Minimum 2 written quotations	Approved Officer Authorisation documentation: Audit trail	Must move to next threshold if above £50,000 Authorisation documentation: Audit trail	Purchase Order Signed contract over £25k value

C	£50,001 – £164,175	Approved Officer Authorisation documentation: Chief Officer List of Decisions	Minimum 2 written quotations No SQ – Suitability Assessment Questions only	Approved Officer Authorisation documentation: Chief Officer List of Decisions	Chief Officer List of Decisions	Signed contract
D	£164,176 – £500,000	Chief Officer in consultation with Theme Committee Chairman Authorisation documentation: Full DPR	Services/Goods – OJEU Tender Works – Competitive Quotation	Chief Officer in consultation with Committee Chairman Authorisation documentation: Full DPR	If within Budget – Relevant Thematic Committee	Standstill Notification letter released following statutory officer report review Publication of report post standstill period Signed and sealed contract

£	£500,000 and above	<p>Authorisation documentation: Relevant Theme Committee Decision; or Procurement Forward Plan</p>	<p>Competitive quotation for works contracts for values £500,000 to £4,104,393</p> <p>Works and Concession Contracts: Full OJEU Tender above £4,104,394</p> <p>Goods: Full OJEU Tender</p> <p>Services: Full OJEU Tender</p> <p>Health, educational, cultural and social care related services: Light Touch Regime Tender above: £589,148}</p>	<p>Authorisation documentation:</p> <p>If within Budget—Full DPR (Committee Chairman jointly with chief officer)</p> <p>If not within Budget: Relevant Thematic Committee Report; or Policy and Resources Committee Report</p>	<p>If within Budget—Relevant Thematic Committee</p>	<p>Standstill Notification letter released following statutory officer report review</p> <p>Publication of report post standstill period</p> <p>Signed and sealed contract</p>
---	--------------------	---	--	---	---	--