**Procurement Code**

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# Introduction – Rule 1

* 1. This Procurement Code (Code), **MUST** be used in conjunction with the [Contract Procedure Rules](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Procurement%20Policy%20&%20Guidance/Contract%20Procedure%20Rules%20(CPRs).pdf) (Rules) and form the Councils’ Contract Procedure Rules in how to carry out Contracting Activity. This document, together with the Rules, are the Councils rules outlining the key principles, procedures, and best practices to uphold throughout all Contracting Activity. The Rules form part of the [Councils Constitution](https://governance.enfield.gov.uk/ecCatDisplay.aspx?sch=doc&cat=252) and are therefore mandatory.
  2. From 24th February 2025 there will be three forms of Procurement Legislation that relate to Contracting Activity which these Rules cover:
     1. [Procurement Act 2023](https://www.legislation.gov.uk/ukpga/2023/54/contents) (PA 23) that covers all Contracting Activity started on or after 24th February 2025 including Procurement Regulations and subsequent guidance (Procurement Policy Notes).
     2. [Public Contract Regulations 2015](https://www.legislation.gov.uk/uksi/2015/102/contents) (PCR 2015) and [Concession Contracts 2016](https://www.legislation.gov.uk/uksi/2016/273/contents/made) that covers all Contracting Activity started before 24th February 2025, Contracts let before such date and Call off Contracts under Framework Agreements set up under the PCR 2015 until their natural end.
     3. [The Provider Selection Regime](https://www.england.nhs.uk/commissioning/how-commissioning-is-changing/nhs-provider-selection-regime/) (PSR) that covers all Contracts that come under the definition of Health Services Contracts let under the Public Contracts Regulations 2015 or PSR.
  3. This Procurement Code covers all Contracting Activity under the PA23 and Contract Modification under PCR 2015/CCR 2016. There are separate Codes for specific parts of Procurement Legislation, however this Code still applies for all those elements regarding governance and best practice. Please refer to:
     1. Provider Selection Regime Code ([PSR Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B3E68839C-1F2F-492B-A04A-D6C0B85D2B97%7D&file=Provider%20Selection%20Regime%20Code.docx&action=default&mobileredirect=true)) for Contracts covered by PSR Legislation.
     2. [Light Touch Services Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B07ACCED4-4644-472D-9631-273B0DD691D9%7D&file=Light%20Touch%20Services%20Contract%20Code.docx&action=default&mobileredirect=true), for Light Touch Services Contract.
     3. [Schools Procurement Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B391FB5A4-3F8A-445B-9F6C-FD8D4F4A8E9D%7D&file=Schools%20Procurement%20Code.docx&action=default&mobileredirect=true) for which elements of the PA23 that do not apply to schools.
  4. The [PSR Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B3E68839C-1F2F-492B-A04A-D6C0B85D2B97%7D&file=Provider%20Selection%20Regime%20Code.docx&action=default&mobileredirect=true) **MUST** be used for all Contracting Activity that is in scope of the PSR and sets out the routes to market, Contract Modification and elements that are unique to the PSR. For all other elements this Code is to be used. Refer to Procurement Services for any clarifications.
  5. The [Light Touch Services Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B07ACCED4-4644-472D-9631-273B0DD691D9%7D&file=Light%20Touch%20Services%20Contract%20Code.docx&action=default&mobileredirect=true) sets out the differences to be applied to Light Touch Services Contracts and is to be used only for Light Touch Contracts.
  6. The [Schools Procurement Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B391FB5A4-3F8A-445B-9F6C-FD8D4F4A8E9D%7D&file=Schools%20Procurement%20Code.docx&action=default&mobileredirect=true) sets out which elements schools are exempt from under PA23.
  7. All Council officers at whatever role in the Council involved in Contracting Activity must read this Code and the Rules to ensure there is a thorough understanding of how to carry out the steps within the Sourcing Cycle to ensure best practice and compliance to Council governance and Procurement Legislation.
  8. Contracting Activity means:
     1. Procurement (all elements of the process)
     2. Direct Awards
     3. Waivers
     4. Contract Modifications (Variation & extensions)
     5. Terminations
     6. Novations
     7. Contract Management
     8. Call off Contracts from Frameworks (with or without competition)
  9. The PA23 asks Councils to ensure that all Contracting Activity is compliant, and that Service Departments do not enter into a Public Contract unless:
     1. It is competitively awarded.
     2. It is directly awarded under the special cases Rules.
     3. Call off Contract from Framework or Dynamic Market.
  10. This document sets out the operational elements for Contracting Activity and these should be followed in **conjunction with the CPR’s**; both these documents together constitute the [Contract Procedure Rules](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Procurement%20Policy%20&%20Guidance/Contract%20Procedure%20Rules%20(CPRs).pdf).
  11. The rules cover all Contracting Activity for Goods, Services or Works. **These Rules relate to ALL Contracts entered, not just the procurement activity.** Procurement Services must facilitate all Contracting Activity over the PA23 Threshold unless it is agreed. For [Regulated Below Threshold](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-below-threshold-contracts-html#what-notices-are-linked-to-this-aspect-of-the-act) Contracts it is the responsibility of the Service Department to follow self-service processes unless agreed with Procurement Services.
  12. The PA23 demands more transparency during the whole Sourcing Cycle, including, procurement, Contract Modification (variations and extensions), Terminations and Contract Management. It is important to ensure that all transparency Notifications are actioned through the lifetime of the Contract.
  13. Notifications must be published at all stages of the Contracting Activity process as stipulated by Procurement Legislation. Failure to comply with the Notifications is a failure to comply with UK Legislation and may result in a challenge, it may also affect the ability to modify contracts in the future.
  14. Spend over £250 is published every month as part of the Councils’ transparency agenda, and Council Contracts over £5,000 **MUST** be published in the public domain. Therefore, all Contracts **MUST** be promoted in the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) to ensure that the Council is compliant to the transparency reporting and have documented evidence should the need arise to corroborate Council decisions. Suppliers will not be set up where the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) project is not completed.
  15. The [Procurement Services intranet](https://enfield365.sharepoint.com/sites/intranetprocurement) site is kept up to date. Information to support Service Departments with Contracting Activity is held here. It is expected that Service Departments self-serve and use this site in the **first instance** prior to seeking support from Procurement Services.
  16. Approval to use a 3rd Party to carryout procurement must sought prior to any 3rd party starting work. It is the responsibility of the Service Department to ensure that they have access to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome). They must follow the [procurement consultant policy](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B9215543F-631A-41AE-A2CE-6176A7160886%7D&file=procurement%20consultant%20pack%20April%202023.docx&action=default&mobileredirect=true) for 3rd parties.
  17. Where third parties have been commissioned to carry out Contracting Activity or Procurement on behalf of the Council then the 3rd party must follow these Rules and this Code, and it is the responsibility of the Service Department to provide them copies of all the documents needed and ensure compliance to these Rules.
  18. **Procurement Systems**
  19. The Council has two Procurement Systems.
  20. London Tenders Portal – which is being phased out.
  21. Atamis Procurement System that is being implemented to provide greater functionality.

The relevant system must be used, as instructed by Procurement Services.

* 1. The going forward the Council’s Procurement System will be [Atamis](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) and is to be used for all Contracting Activity over £30k. E-Tendering is expected as part of the PA23 and the Council uses the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) for:
     1. Compliance with UK regulations.
     2. Corporate Contracts Register.
     3. E-tendering tool to process procurement projects.
     4. To ensure that procurements are transparent and compliant.
     5. Audit trail and compliance with Council’s transparency obligations.
     6. Central repository for procurement information.
  2. All Contracting Activity over £30,000 must go through the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome); this includes:
     1. All Contracts over £30,000 including ‘Call-Off’ Contracts from a Framework (see Rule 18)
     2. Frameworks Agreements over £30,000
     3. Collaborative procurement with other authorities over £30,000
     4. Any agreement (over £30,000) where a Purchase Order is used.
     5. Competitive processes below £30,000
     6. Section 75 agreements
     7. Agreements with other Councils, Public Bodies.
     8. PSR contracts
  3. Direct Awards via the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) will be added to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) by Procurement Services and the relevant Notifications published. The Service Department must assess the risk of Direct Award.
  4. Support and guidance on using the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) giving step by step instructions is available on the Procurement Services intranet site. Access is via a [Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B90C4C3B6-E445-4107-91E4-F10A5059357F%7D&file=LTP_User_Form.xlsx&action=default&mobileredirect=true) to be sent to [Procurement.support@enfield.gov.uk](mailto:Procurement.support@enfield.gov.uk).
  5. Access for 3rd parties must be approved by Procurement Services.
  6. Use of other Procurement Portals must be approved by Procurement Services and the Contract must be entered into the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) for central recording. Using the Procurement System ensures that the Council meets information retention policy, using another portal will not meet these obligations, and it will be necessary to duplicate information into the Procurement System. It is the responsibility of the Service Department to maintain the Contract register.
  7. Where a 3rd party/consultant is managing the procurement the Service Department must ensure that a member of the Service Department is added to the project in the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome), as it is the responsibility of the Service Department to check compliance and for post award Contract management.

# Purpose – Rule 2

* 1. The purpose of the Rules is to ensure that the Council is compliant with all Procurement Legislation and Council rules. Suppliers can take legal action where the Council does not apply the Rules or follow Procurement Legislation and therefore it is important to protect the Council from risk of challenge.
  2. The Government Commercial Function [Procurement Review Unit](https://www.gov.uk/guidance/procurement-review-unit?utm_medium=email&utm_campaign=govuk-notifications-topic&utm_source=ecaf4e10-764c-4119-a5e7-055ce9b54f3c&utm_content=immediately) can also review Councils that are not compliant to UK Legislation.
  3. Where the Council is working in partnership or in a shared service then the Rules still apply. Remember that there may be no procurement process to access a Pan London Agreement, but this is still entering into a Contract and therefore the Rules and Council governance still apply.
  4. Also consider any partnerships that include staff sitting in Council property, must engage with FM.
  5. The Rules apply to all agreement that are entered via other mechanisms, such as but not limited to:
     1. Partnerships
     2. Shared working / Services
     3. Consortiums of Councils
     4. Section 75 arrangements
     5. Commercial Contracts funded by grant funding.
     6. Joint Ventures
     7. Contracts via other councils
     8. Concession Contracts
     9. Direct Awards.
     10. Contracts let via the Provider Selection Regime
     11. Call off Contracts from Framework with or without competition.
     12. PSR

# Exempted Contracts – Rule 3

* 1. Exemptions are areas of spend that have been exempted by the Procurement Act 2023. These have been amended under the new PA23.
  2. Exempted Contracts:
     1. Vertical Arrangements (see Rule 3.3).
     2. Horizontal Arrangements (see Rule 3.3).
     3. Defence and Security contracts.
     4. Utilities Contracts
     5. Land and Building Contracts.
     6. Broadcasting.
     7. Electronic Communications Services.
     8. Alternative dispute resolution.
     9. Legal Services (judicial proceedings or dispute).
     10. Financial Services.
     11. Employment.
     12. Emergency Services.
     13. Public passenger transport Services
     14. Research and development Services.
     15. International agreement and organisations.
     16. National security.
     17. Intelligence activities.
     18. Defence and security contracts.
     19. Utilities contracts.
  3. If the Rule on Vertical and Horizontal arrangements is to be applied, the Service Department must seek Legal advice on the application of this Rule, and use the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) to record the Contract.
  4. ‘User Choice Contracts’[[1]](#footnote-2) are not Exempt (if the value is above threshold), but Direct Award is permissible. Reporting on payments is needed for these Contract and will now need to be identified as Public Contracts and recording in the Contract Register will be needed. It is good practice to ensure that the principles of being open, transparent, equal and fair are applied. See Rule 9.
  5. It is still important to ensure that:
     1. Budget is approved.
     2. Audit trail for decision making.
     3. Value for Money.
  6. Whilst not bound by the PA23, there may still be advantages to carry out a competitive tender to ensure best value.
  7. PA23 applies to all People Services type contracts, including educational settings contracts, fostering agency and accommodation settings, but the application may be dependent on the type of Contract as to whether Light Touch process applies or Direct Award. It is important to understand if they fall within the ‘User Choice Contract’ criteria for Direct Award. Speak to Procurement Services.
  8. In all cases even when there is no Contracting Activity the following will still be needed:
     1. A specification or set of requirements to set out what the deliverables are and where and when they need to be delivered.
     2. A Contract (even a PO) to ensure that the Supplier adheres to Council Contractual arrangements.
     3. Management of the outcomes and outputs of the Contract to ensure that the Council is maintaining value for money.
     4. Performance management of the Supplier and Supplier resilience monitoring or risk and supply chain failure.
  9. In all cases the Rules around the sealing and storage of Contracts still apply as these are Council rules.

# Roles and Responsibilities – Rule 4

* 1. No Contracting Activity is started or awarded unless there is sufficient budget available for the Goods, Services or Works being Contracted and approved by the Finance Team and budget holder and recorded on the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome).
  2. Where a 3rd party/consultant is managing the procurement the Service Department must ensure that a member of the Service Department is added to the project in the Procurement System, as it is the responsibility of the Service Department to check compliance to procurement regulations, that the Procurement System is completed correctly, and Council governance is followed and for post award Contract management.
  3. All officers or 3rd parties/consultants involved in Contracting Activity must ensure that they are aware of the Councils governance, CPRs and the operational rules within this Procurement Code. As a Local Authority there is a duty to protect the public purse.
  4. All Specifications for Public Contracts or Contracts for Works over £2.5m and for PSR Contracts over £2.5m must be reviewed by Procurement Services and authorised and approved in writing by the budget holder or accountable Senior Officer.
  5. Procurement Services will manage all Public Contract (above threshold) activity only. Below Threshold Contracts are self-serve, unless highly complex or Procurement Services decide it is in the best interests of the Council to manage the Contracting Activity. Procurement Services will manage all PSR activity for the time being, unless stated otherwise.

# Procurement Governance and Assurance – Rule 5

* 1. The Procurement Assurance Group (PAG) has been created to provide ‘assurance’ around Contracting Activity. It is not a decision-making group.
  2. Procurement that falls under the following rules must come to PAG:
     1. All above threshold procurements under the PA23.
     2. All Call off Contracts above threshold from Frameworks awarded under PCR 2015 and PA23.
     3. All projects that fall under the PSR unless agreed.
     4. All Contracts for construction £2.5m and over.
     5. All Call off Contracts from a single provider Framework.
     6. All Contract Modifications (Extensions, Variations, Novations and Terminations) £100k and over or takes the value over £100k.
     7. All Direct Awards
     8. All Waivers
     9. All Call off Contracts from Frameworks with no competition £30k and over.
     10. All new projects and extensions via vendor neutral arrangements
     11. Termination of a procurement project over threshold
  3. Exceptions to this must be agreed at PAG. PAG meets weekly and consists of:
     1. Procurement Services Representatives
     2. Legal Services Representatives
     3. Financial Services Representatives
  4. Contracting activity that falls under (i) to (vi) above must be endorsed by PAG at each stage of the Gateway Process.
     1. Gateway 1 – Pre-Procurement (currently retired)
     2. Gateway 2 – Procurement Strategy
     3. Gateway 3 – Award
     4. Gateway 3a – Framework award
     5. Gateway 4 – Contract Management
     6. Gateway 4a – Contract Management Handbook
     7. Gateway 5 – Contract Review/ Performance Report
  5. Award Reports should reference that the project has been through the Gateway Process.

# Annual Procurement Plan – Rule 6

* 1. The Annual Procurement Plan will be compiled by Procurement Services for the start of the financial year. This will set out all procurement activity for the next 12 – 18 months that Procurement Services will support to deliver. Projects submitted after the approval of the Annual Procurement Plan, risk Procurement Services having insufficient resources to support the project.
  2. Service Departments must identify all new Contracting Activity and add to the draft Annual Procurement Plan during the collaboration stage to ensure resources are available and to support compliance to PA23 Pipeline Publication Notification.
  3. It is the responsibility of the Service Department to ensure that they maintain the information in the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome), to keep the [Council’s Corporate Contract Register](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B13B9DA41-B0B5-4CD8-8BC6-F951B85618B1%7D&file=Contracts%20Register.xlsx&action=default&mobileredirect=true) up to date, to ensure that strategic planning takes place.
  4. In line with PA23 the Council must publish a pipeline of activity for Contracts £2m and over for an 18-month period. Services must provide this information at the time of the Annual plan.

# Risk Assessment – Rule 7

* 1. When carrying out Contracting Activity, risk must be assessed. This helps to identify relevant steps to mitigate or minimise any potential risk to the Council.
  2. Risks could be financial (financial failure), service affecting (performance or Supplier failure) or reputational. Risk is not always due to the size/value of the Contract. A small Contract could carry a high risk if it is controversial or for a high-risk area, such as IT security. A risk assessment should be carried out at the start of the project; and continue to be reviewed throughout the project and lifetime of the Contract.
  3. The Council has a Risk Strategy and assessments should be carried out using the [Council’s Corporate Risk assessment template](https://enfield365.sharepoint.com/sites/intranetauditandriskmgmt/SitePages/riskmanagement.aspx). These risks should be set out in the approval to procure and award report and what actions are being taken to minimise/mitigate these. The template must be stored on the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) for evidence.
  4. GDPR must also be considered when procuring, to ensure that if any personal data or client data processed by the Supplier is done in a compliant way. Questions to assess the capability of the Supplier to manage data should be included in the Contracting Activity documentation to mitigate risk.
  5. As part of good practice and to ensure that Equalities are considered an Equalities Impact Assessment (EQIA) should be undertaken to understand the impact of the Contract on service provision and customers/residents/staff.

# Insurance – Rule 8

* 1. It is important within the Contract that the correct levels of insurance are stipulated. They may vary due to the type of Contract, and the levels of risk to be mitigated. A [risk assessment](https://enfield365.sharepoint.com/sites/intranetauditandriskmgmt/SitePages/riskmanagement.aspx) must be carried out to support identification of the type of insurance and the levels needed for mitigation.
  2. The PA23 asks that the Council considers barrier to SMEs, therefore insurance levels need to be proportionate to risk, and value of the Contract. Suppliers only need to confirm that insurance will in place should they be successful. Where Service Departments wish to deviate from the values set out below then the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) must be used.
  3. The Council considers the following to be the minimum requirements for insurance:
     1. Public Liability for each and every claim £10m
     2. Employers Liability each and every claim £10m
     3. Professional indemnity (seek advice from Insurance Team):
     4. Construction design £10m
     5. Consultancy/Advice £2m
  4. To decide on what type of insurance is required by the Contractor/Third party the Service Department must consider what Works/Services are being provided. A construction Contract will need different arrangements to a health Contract. A Health Contract may need medical negligence for an example. Levels of insurance should be for each and every claim, however, there are issues with professional indemnity cover, and this may be aggregate, so Service Departments must check.
  5. The following are the main types of insurance that may be required by the Contractor/Third party in order to protect the Council:
     1. **Public Liability Insurance:** Covers the cost of third-party claims following an accidental loss of/damage to property and/or injury.
     2. **Product Liability insurance:** Covers the manufacturer or trader against claims for loss of/damage to property and/or injury caused by a product the business has designed, manufactured, sold or supplied.
     3. **Employers Liability Insurance**: Covers the cost of claims made by employees of a company/organisation who are injured due to the negligent actions of the employer, during the course of their employment.
     4. **Professional indemnity Insurance**: Will apply where there has been a breach of duty by an insured (e.g. the consultant/provider) in their professional capacity arising from a negligent/accidental error or omission on their part.
  6. Where insurance levels have been requested, but the Supplier is unable to fulfil the required levels of insurance, there will be a ‘gap’ in the level of insurance. In this situation another risk assessment is required and obtain the necessary approval via the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) to accept the risk that the Supplier only holds insurance at a lesser amount than the requirement. See guidance below:
     1. **Low risk** – where the insurance gap is less than £2m, the decision to agree a lower level of insurance will sit with the relevant Executive Director of the team contracting the goods/Services.
     2. **Medium risk** – where the insurance gap is between £2m and £25m, the decision to agree a lower level of insurance will sit with the Executive Director Resources and the Insurance Manager.
     3. **High risk** – In cases where the insurance gap is over £25m the decision to agree a lower level of insurance will sit with the Executive Director Resources and the Insurance Manager.
  7. **Medical negligence/malpractice insurance**
  8. Generally, provides cover to medical practitioners for injury claims from a patient as a result of an error or omission and/or breach of duty on the part of a medical practitioner.
  9. **All Risks Insurance cover**
  10. Provides cover for property (buildings/goods) for damage caused by standard perils (Fire, Lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, subsidence and accidental damage).
  11. NB: Please note that for Public Liability, Products Liability, Employers Liability, Professional Indemnity and Medical Negligence/malpractice cover negligence must be proven for a claim to be successful.
  12. To decide on what the appropriate level of insurance a Supplier/Contractor should have, the Service Department will need to consider the following question:
      1. ‘What is the maximum potential loss (guesstimate) the Council could suffer in any 1 year as a result of the Works carried out by the said provider’?
  13. Based on the risk assessment, this should have been identified, if this is no more than £10m then cover for that amount would not be unreasonable. If, however, it is considered the maximum loss to be more, then the service needs to make a decision on how much more (i.e. how many £1million loss incidents does the Council anticipate could occur?). The response to this will give an indication of how much additional insurance should be in place.
  14. For context the Council’s own insurance policies have the following limits:
      1. Public liability £50 million
      2. Employers’ liability £50 million
      3. Professional indemnity £1 million
  15. Service Departments must assess the risk themselves and decide on the appropriate level of cover.
  16. In order to ensure that the Council is adequately protected Service Departments must:
      1. Look at what type of work the provider will be doing for the Council.
      2. the associated risks that work entails,
      3. in conjunction with assessing the maximum potential loss the Council could suffer in any one year because of the work being undertaken by the provider.

# Direct Award in Special Cases - Rule 9

* 1. Under the PA23 there are situations where Direct Award is permissible. This Rule must be studied and justified when it is applied. Remember that VFM cannot be demonstrated by applying this rule and should only be used in exceptional circumstances. Members are keen for Service Departments to carry out competitive processes wherever possible.
  2. For Public Contracts, Notifications and standstill period apply to Direct Awards (except User Choice Contracts).
     1. Transparency Notice
     2. Contract Award Notice
     3. Contract Details Notice
     4. Publish Contract if over £5m.
  3. For [Regulated Below Threshold](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-below-threshold-contracts-html#what-notices-are-linked-to-this-aspect-of-the-act) Contracts, a Below Threshold Contract Award notice must be published.
  4. Where Direct Award is carried out outside of this Rule the Service Department must ensure compliance to PA23, Notifications and apply for a Waiver.
  5. Direct Awards can only be approved if they are in line with the PA23 and Rule 9.3 to 9.15 in the Rules on Direct Award, otherwise a Waiver must be applied for.
  6. Direct Awards must also comply with Conflicts of Interest (Rule 21) Financial Due Diligence and Security (Rule 11) and checking Suppliers are not [Excludable, Excluded](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html) or [Debarred Suppliers](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf) (Rule 26). Direct Awards must not be made to [Excluded/Excludable](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html)/[Debarred](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf) suppliers unless there is an overriding public interest in awarding the contract.
  7. All Contracting Activity covered by this Rule must have followed the same governance as a competitive process. When using the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) it is expected that:

1. Evidence of authority to award (see Rule 14) from the relevant Council officer according to their departmental scheme of delegation for the value of the Contract.
2. Copy of the Contract and specification
3. Written confirmation of budget and its approval from the Finance Team.
4. Financial Due Diligence in line with Rule 11.
5. Completed [Contract Tiering Tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BC7BDC9FB-C2FB-414F-92BB-47AF8EA5D176%7D&file=Contract-Classification-Tiering-Tool-V1.2.xlsx&action=default&mobileredirect=true) (Rule 30).
6. Evidence of Conflict of Interest assessed (Rule 18).
7. Evidence that the Supplier is not on the [Debarred list](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf) (Rule 26).
   1. Where accompanying documentation is not ready at the time of submission, these must be provided to Procurement Services, prior to any award to comply with Notifications.
   2. User Choice Contracts are subject to the Procurement Act 2023 but are exempt from Notifications. This means that while Direct Award is permissible, payments made under these contracts are subject to reporting. This means these Contracts must be recorded to ensure compliance to payment notifications. Contracts set up under this Rule must complete the User Choice Contract Recording Form on the intranet.

**Direct Award justifications**

* 1. **Direct award to protect life etc.**
     1. If a Minister of the Crown considers it necessary by regulation provide that specified Public Contracts may be awarded under PA23 as if a Direct Award justification applies:
        1. Protect human, animal or plant life or health or
        2. Protect public order of safety.
  2. Discussion with Procurement Services must take place prior to the use of this Rule, and reference to the relevant statutory instrument containing the regulations is necessary. An assessment of risk must be undertaken and the use of the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) must be used and presented and agreed at PAG prior to any Direct Award under this Rule being made.

**Switching to Direct Award**

* 1. Close attention to the PA23 must be made if using this route to Direct Award. An assessment of risk must be undertaken and the use of the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) must be used and presented and agreed at PAG prior to any Direct Award under this Rule being made.
  2. Switching to a Direct Award can only be used in the following conditions:
     1. Where the Council has invited Suppliers to submit tenders as part of, or requests to participate in a competitive tendering process in respect of the Contract, it may award the Contract directly if:

1. no suitable tenders or requests were received, and
2. it considers that award is not possible under the circumstances.
   * 1. A tender or request is not suitable where the Council considers that:
3. it would be disregarded in an assessment of Tenders for not meeting the conditions of participation, being from a Supplier that is not a UK or [treaty state Supplier](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-treaty-state-suppliers-html) or being an abnormally low tender (see Rule 26)
4. it does not satisfy the Councils requirements or the award criteria.
5. There is evidence of corruption or collusion between Suppliers or Suppliers and the Council
6. It materially breaches a procedural requirement in the tender notice or tender documents. A breach is material if the Council considers that ignoring it would put the tender at an unfair advantage.
   * 1. The Council may carry out a selection process or take such other steps that it may consider appropriate prior to making a Direct Award.
   1. All Direct Awards must be via the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) and presented at PAG. They are reported quarterly to the Director of Finance – Capital and Commercial and annually at the General Purposes Committee. These go to [procurement.support@enfield.gov.uk](mailto:procurement.support@enfield.gov.uk) to approve and create a Contract on the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome).
   2. Complete list of Direct Award justifications:
      1. Prototypes and development
      2. Single Suppliers
      3. Additional or repeat goods, Services or Works
      4. Commodities
      5. Advantages terms on insolvency
      6. Urgency
      7. User Choice Contracts
      8. Defence and Security
   3. Refer to the Frameworks, Dynamic Markets and DPS (Rule 17) section of this Code for call off Contracts with no competition (direct award).

# Application and Waiver of The Rules – Rule 10

* 1. The Council wants to ensure that Contracts deliver VFM through a competitive process. Waivers are Direct Awards, and therefore cannot demonstrate VFM and will not be compliant with PA23 unless they fall within the Direct Award Special Cases grounds (see Rule 9 and this Rule) or are below Threshold. Members are quite clear that Waivers should only be sought in exceptional circumstances.
  2. All Waivers are reported annually at the Council’s General Purposes Committee by Procurement Services. All Waivers must first be approved by the relevant Service Director with evidence sent with the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) to Procurement Services mailbox [Procurement.support@enfield.gov.uk](mailto:Procurement.support@enfield.gov.uk).
  3. Notifications will be published for Waivers, and therefore the Service Department need to ensure that the risk of challenge has been considered. Standstill period also apply.
  4. The Waivers will be reviewed at PAG and approved by the Head of Procurement or their deputy. The Head of Procurement reserves the right to escalate any Waiver to the Executive Director for Resources. All [Waivers](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) must be accompanied with:

1. Evidence of authority to award (see Rule 14) from the relevant Council officer according to their departmental scheme of delegation for the value of the Contract.
2. Copy of the Contract and specifications.
3. Written confirmation of budget and its approval from the Finance Team
4. Financial Due Diligence in line with Rule 11
5. Completed [Contract Tiering Tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BC7BDC9FB-C2FB-414F-92BB-47AF8EA5D176%7D&file=Contract-Classification-Tiering-Tool-V1.2.xlsx&action=default&mobileredirect=true) (Rule 30)
6. Evidence that the Supplier is not on the [Debarred list](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf) (Rule 26).
   1. Where accompanying documentation is not ready at the time of submission, these must be provided to Procurement Services, prior to any award to comply with Notifications.
   2. Where the estimated total value of the Contract is over the Procurement Legislation Threshold the Council must comply with the requirements of Procurement Legislation.
   3. Waivers will only be issued for a period of 12 months, unless agreed otherwise by Procurement Services.

# Financial Due Diligence and Security – Rule 11

* 1. When assessing risk; the financial health, capacity to perform and delivery should also be reviewed.
  2. As part of the Council’s financial due diligence, it may be necessary to have appropriate forms of security in place to cover and mitigate any associated risk(s) to the Council. The Economic and Financial Standing Test, [Contract Tiering Tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BC7BDC9FB-C2FB-414F-92BB-47AF8EA5D176%7D&file=Contract-Classification-Tiering-Tool-V1.2.xlsx&action=default&mobileredirect=true) and [Supplier Resilience Tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B073A1A77-E4A2-4238-9C1C-664FF9666E36%7D&file=Supplier-Resilience-Tool.xlsx&action=default&mobileredirect=true) will assist in determining the associated risks.
  3. **Economic and Financial Standing Tests**
  4. The Council’s methodology and assessment of Economic and Financial Standing Test must be transparent and objective within the Contracting Activity process.
  5. The reasons for undertaking an Economic and Financial Standing Test of Suppliers as part of a procurement process are to:
     1. Assess the risk to public sector business and/or public money which would result if a potential Supplier bidding for a Contract opportunity was to go out of business during the life of the Contract, or have inadequate financial resources to perform the Contract and deliver on its obligations, and
     2. When justified, eliminate from a procurement process any potential Supplier whose current financial capacity would pose an unacceptable risk to business and/or public money.
  6. Procurement law requires that requirements of potential Suppliers to demonstrate Economic and Financial Standing are related and proportionate to the subject matter of the Contracting Activity and are limited to those that are appropriate to ensure that the Supplier has the financial capacity to perform the contract. Therefore, all assessments of Suppliers’ Economic and Financial Standing should be proportional to the nature of the Contract, its complexity and value ensuring protection of taxpayer value. The [Contract Tiering Tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BC7BDC9FB-C2FB-414F-92BB-47AF8EA5D176%7D&file=Contract-Classification-Tiering-Tool-V1.2.xlsx&action=default&mobileredirect=true) is used to set out the Economic Standing Test methodology, to ensure proportionality. See Rule 26 and Rule 26.7 on [Regulated Below threshold](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-below-threshold-contracts-html#what-notices-are-linked-to-this-aspect-of-the-act) contracts.
  7. All potential Suppliers, whatever their size or constitution, should be treated fairly and with equal diligence during the appraisal of economic and financial standing. For example, no SMEs, public service mutuals or third sector organisations should be inadvertently disadvantaged by the assessment of economic and financial standing.
  8. Economic and financial standing should only be considered as part of the conditions for participation. It may not, on its own, reflect potential Suppliers’ ability to deliver. In accordance with PA23 Section 22(3) audited accounts and evidence of insurance should not be required to be submitted or in place before the award of Contract except in limited circumstances. Speak to Procurement Services
  9. **Platinum and Gold tiered Contracting Activity.**
  10. Contracts [classified](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BC7BDC9FB-C2FB-414F-92BB-47AF8EA5D176%7D&file=Contract-Classification-Tiering-Tool-V1.2.xlsx&action=default&mobileredirect=true) as Platinum or Gold must follow the requirements of a full and comprehensive Economic and Financial Standing Test during the Contracting Activity process. This shall be considered, devised, and tailored by the assigned lead within the Finance Team.
  11. **Silver and Bronze tiered Contracting Activity.**
  12. Contracts [classified](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BC7BDC9FB-C2FB-414F-92BB-47AF8EA5D176%7D&file=Contract-Classification-Tiering-Tool-V1.2.xlsx&action=default&mobileredirect=true) as Silver or Bronze, the Finance Team should use an Equifax credit report as the starting point to undertake the economic and financial standing Test and may also include simplified ratios. Should this assessment identify any issues for a potential Supplier against the pre-determined minimum requirements set out within the procurement documents, the Finance Team should interrogate this further and request clarification or supplementary information (via the Procurement Lead) from the Supplier.
  13. Where Contracts are [classified](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BC7BDC9FB-C2FB-414F-92BB-47AF8EA5D176%7D&file=Contract-Classification-Tiering-Tool-V1.2.xlsx&action=default&mobileredirect=true) as Silver or Bronze **but** is above the relevant Procurement Threshold, an Equifax credit report alone cannot be solely used to undertake the Economic and Financial Standing Test to pass (or fail) Suppliers.
  14. For Regulated Below Threshold Contracts the Council must not set or assess a Supplier’s suitability to perform the Contract (i.e. legal and financial capacity, or technical ability) as a way of reducing the number of Suppliers to be invited to Tender, except where the Contract is a Works contract and has an estimated value of not less than £214,904 (the threshold for goods/services under the PA23).
  15. **Forms of Security.**
  16. Following the Rules to ascertain if security is required. Then an assessment is required to determine what type of security will provide the best value. There are varying types of security, which can take one of the following forms:
      1. Parent company, ultimate holding company or holding company guarantee where their finances prove acceptable,
      2. Director’s guarantee or personal guarantee where their finances prove acceptable,
      3. Any other security as determined by the Finance Team.
  17. Where a form of security is required but the Supplier cannot provide security in line with this Rule, and the Council has no acceptable alternative Supplier or has decided to accept the level of risk, then the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) must be used to justify the recommendation, be presented to PAG for endorsement. Procurement Services will seek approval from the relevant Director of Finance prior to any award and work commencing.
  18. **Monitoring the ongoing Economic and Financial Standing of Suppliers.**
  19. The Economic and Financial Standing of the Council’s contractual arrangements classified as Platinum, Gold and Silver Contracts and any other key Suppliers should be reviewed at least once per year. Therefore, the assigned Contract Manager within the Service Department shall review and complete the [Supplier Resilience Tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B073A1A77-E4A2-4238-9C1C-664FF9666E36%7D&file=Supplier-Resilience-Tool.xlsx&action=default&mobileredirect=true) annually.
  20. Where the [Supplier Resilience Tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B073A1A77-E4A2-4238-9C1C-664FF9666E36%7D&file=Supplier-Resilience-Tool.xlsx&action=default&mobileredirect=true) Classification is rated **High Risk** or **Medium Risk**, the Contract Manager must liaise with the relevant member of the Finance Team to determine the appropriate actions and request relevant mitigations from the Supplier.
  21. Note, while monitoring the Council’s key Suppliers, this should also take a wider view of a Supplier’s business and financial health and the level of risk.

# Business Continuity – Rule 12

* 1. When carrying out business continuity plans Service Departments must consider key Suppliers that deliver front line Services or who are **important to delivery of the Service**. These must be listed in the Service Departments **Business Impact Analysis**. Service Departments should also consider having a paper list of key Suppliers in case of emergencies, with contacts details etc.
  2. Situations may arise (such as Brexit or Covid-19) where it may be necessary to speak to all key Suppliers to understand the impact on them, and how this may impact on their ability to deliver Services to the Council. The emergency situation may affect different Suppliers in different ways, and not all situations may affect all Suppliers. Economic Standing Tests may be necessary in some emergency situations to ensure continuity. See Rule 11.
  3. To minimise risk and improve Service delivery resilience the Council has committed to implementing the [London Resilience Standards](https://www.londoncouncils.gov.uk/sites/default/files/Resilience%20Standards.pdf). This **means that Suppliers must meet the Councils Resilience Requirements:**
     1. Commissioning of public Services must include a requirement that organisations Tendering for Contracts meet the Council’s resilience requirements, and those providers share information and data on the impact of disruptions such as severe weather or industrial action; and
     2. Projects, Contracts, initiatives and other organisational changes and developments always account for resilience to ensure that these enhance and do not weaken capability of the Supplier.
  4. In line with the Council’s Business Continuity Policy; during the risk assessment, Supplier failure or failure to deliver/perform should be assessed. Where delivery of the Services is assessed as critical, or there would be major reputational damage in the event of a Supplier failure to supply; then Business Continuity Plans should be requested as part of the Contract and Services should build in contingency plans.
  5. This must demonstrate how the Supplier will continue to support Services to the Council should there be some incident or issue at a national, local level or at the Supplier site. It is recommended as part of any Contract review or Contract Management meeting that these are reviewed to ensure they are fit for purpose.
     1. Has the Supplier tested them?
     2. Has the Supplier implemented them, if so, how did this work?
  6. These Suppliers must be identified in the Service Departments Business Impact Analysis Form and provided to the Emergency Planning Team. This should also be considered where the Supplier supports the Council in the event of an Emergency/Disaster Recovery.

# UK General Data Protection Regulations (UK GDPR) and Cyber Security – Rule 13

* 1. It is important that the Council remains compliant to UK GDPR legislation and protects data and personal information.
  2. Potential Suppliers must be assessed to ensure that they meet UK GDPR requirements and comply with the Councils cyber security and data sharing agreements Specifically, regarding data storage and data handling.
  3. It is the responsibility of the Service Departments to ensure any potential Supplier is compliant with the UK GDPR, the Councils cyber security and data sharing agreements at the sourcing stage. This must be part of the specification and reviewed as part of the evaluation.
  4. Potential Suppliers must be assessed to ensure that they meet GDPR requirements. Specifically, regarding data storage and data handling. GDPR elements MUST be considered at the planning stage of the project. It is the responsibility of the procuring officer to ensure that any potential Supplier is compliant with the UK GDPR at the tendering stage.
  5. Please seek advice from the Council’s Data Protection Officer on the data protection role of the Council and ensure that appropriate data protection clauses are in the Contract seeking advice from Legal Services, where required.
  6. It may be necessary to consider non-disclosure agreements if working without a Contract.
  7. Digital Services must be involved at the start of any project procuring or updating any IT system. It is important that IT systems comply with the Councils cyber security, hosting, and Digital Services data sharing agreements.
  8. Due Diligence must be carried out on all Suppliers that will be processing personal data on behalf of the council. This includes where a Supplier will have such independence in how they process personal data that they will be considered a Data Controller, eg an NHS trust delivering a substance misuse service on behalf of the Council.

# Contracting Activity Governance – Approvals – Rule 14

* 1. Council governance must be followed throughout the whole of the Sourcing Cycle for Contracts and Contracting Activity and evidence stored on the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome).
  2. Approvals must be in writing and signed off by the relevant person under the Service Departments Scheme of Delegation. For governance purposes **the total value of the project** needs to be used when assessing which process to follow and report template to use. This will include all Contracts and costs to deliver the project.
  3. Approval must be sought for (but not limited to):
     1. Approval to start Contracting Activity, strategy and budget.
     2. Approval to award Contracts following Contracting Activity.
     3. Approval to Modify a Contract (extend/vary).
     4. Approval to terminate a Contract.
     5. Approval to Novate to a new Supplier.
     6. A Direct Award (including Waiver or Exception).
  4. It is the responsibility of the Service Department to gain authority and Procurement Services will not support any Contracting Activity that does not have evidence of governance approval.
  5. All Contracting Activity must have approval. Low value may only need written approval via an email.
     1. £100k and over must use the [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true) and recorded on the SharePoint Decision Log.
     2. Projects £500k and above must use the [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) in line with Council Governance and Rule 14.7. The must be listed on the Council forward plan and comply with standstill and call-in requirements.
     3. Contract modifications of £500k and over or takes the value of the Contract over £500k must have a new Key Decision and comply with standstill and call-in requirements.
  6. All Reports that relate to Contracting Activity must clearly set out the strategy and process that the Service Department will follow, any risks identified and how these will be mitigated/managed, changes to liability or insurance and have Procurement Services implications.
  7. Award reports must set out the procurement route to market, evaluation criteria and reasons for award and must detail any deviation from the initial estimated budget. It may be necessary to use the Confidential Appendix for commercially sensitive information. Reports must state compliance with PAG, where the Service Department has not engaged with PAG implications will state this.
  8. Where a Key Decision process was used to gain authority for budget or authority for a strategy or concept, this cannot be used for authority to procure or award, unless the [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) description stated procurement and award, and the report set out the procurement strategy, evaluation criteria and contract management strategy.
  9. Governance Table:

|  |  |  |
| --- | --- | --- |
| **Level of Authorisation and Acceptance.** | **Estimated Total Decision Value** | |
| **Up to £500,000**  **(Excluding VAT)** | **£500,000 or above**  **(Excluding VAT)** |
| **Starting Contracting Activity.**  Authority to Procure | All Contracting Activity needs approval including Direct Awards.  For Contracting Activity £25k[[2]](#footnote-3) or above officers must gain written approval to start Contracting Activity. This is either via an email or a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true) to be signed at the appropriate level within their Service area prior to starting activity.  Decisions of £100k or above must have a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true), and must be sent to the Executive Directors office for recording on the SharePoint central recording Decision Log. | The Key Decision process must be followed, and the procurement project put on Council’s [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) for all Contracting Activity including Direct Awards.  The [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) must be used and the [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) description must state that the Key Decision is for **Procurement and Award**, to enable the same [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) Key Decision reference number to be used for the authority to award report.  The authority to procure report must set out the estimated total decision / Contract value (including all optional Extensions and must include all costs for the project including Contracts, professional fees, surveys etc), procurement strategy, route to market, evaluation / award criteria and Contract Management strategy.  All Reports must have procurement implications and have engaged with PAG as per these Rules. To instruct Procurement Services please complete a [Procurement Instruction Form](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B6BC2D49E-7057-4642-A0B3-462325122FB3%7D&file=Procurement%20Instruction%20Form%20(PIF).docx&_DSL=1&action=default&mobileredirect=true). |
| **Authority to Award** | For Contracts £25k2 or above the procuring officer must gain written approval to award a Contract. This is either via an email or a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true) to be signed at the appropriate level within their Service area.  Decisions £100k or above must have a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true), and must be sent to the Executive Directors office for recording on the SharePoint central recording Decision Log.  Where the Contract is over the Procurement Threshold Legal advice must be sought to ensure compliance with Procurement Legislation.  All awards over the threshold set out in this Procurement Code must come to PAG. | A [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) must be used when seeking authority to award.  Where the authority to procure report followed the Key Decision process including the call-in period and:   * The Council’s [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) description clearly stated **Procurement and Award**, and, * The authority to procure report detailed the estimated total decision / Contract value (including all optional Extensions), procurement strategy, route to market, evaluation / award criteria and Contract Management strategy, and * The report delegated the award decision to the decision maker,   Then a [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) must be completed and the Key Decision shall be approved by relevant decision taker and the department must maintain a record. A call-in period, at the award stage will not be required in this scenario.  Where there has been significant change from the original authority to procure report and authority to award report, then a new Key Decision report is needed and published in the normal way. A call-in period, at the award stage will be required in this scenario.  Where there was no Key Decision report for the procurement, the authority to award was not delegated or the [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) did not include award in the description under the original Key Decision report then a new Key Decision report for the proposed award and entry on the [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) is required, therefore observing a call-in period before implementing the decision.  Reports must detail the procurement process, optional Extensions, whole life cost of the Contract, and Contract Management strategy.  All Reports must have procurement implications and have engaged with PAG as per these Rules. |
| **Contract Modification**  Authority is required to:   * Vary a Contract * Extend a Contract * Invoke optional Extension within a Contract. | For Contract Modifications £25k[[3]](#footnote-4) or above (including where a modification takes the Contract value above £25k) the procuring officer must gain written approval via an email or a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true) to be signed at the appropriate level within their Service area to carry out the Contract Modification.  Decisions £100k or above must have a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true), and must be sent to the Executive Directors office for recording on the SharePoint central recording Decision Log.  Where the Contract is over the Procurement Threshold (including where the modification takes the Contract value over the Procurement Threshold) Legal advice must be sought to ensure compliance with Procurement Legislation and Notification.  All Contract Modifications £100k or above must come to PAG using the [Contract Modification Pro-forma](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BBE985796-20A1-4FB8-A98F-9274A26CBBDA%7D&file=Contract%20Modification%20Pro%20Forma%20Feb%2025.docx&action=default&mobileredirect=true). | Key Decision process must be followed, and project put on Council’s [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1).  The [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) must be used and the [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) description must state type of Contract Modification and Key Decision process must be followed for all Contract Modifications £500k or above.  Where the value of a Contract Modification is £500k or more or takes the Contract over £500k, then [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) must be used [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) description of Contract Modification and Key Decision process must be followed.  Where the Contract is over the Procurement Threshold (including where the modification takes the Contract value over the Procurement Threshold) Legal advice must be sought to ensure compliance with Procurement Legislation.  All Contract Modifications £100k or above must come to PAG using the [Contract Modification Pro-forma](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BBE985796-20A1-4FB8-A98F-9274A26CBBDA%7D&file=Contract%20Modification%20Pro%20Forma%20Feb%2025.docx&action=default&mobileredirect=true) |
| **Authority To Novate** | For Contracts £25k3 or above the procuring officer must gain written approval to [Novate](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BA9363A00-1135-40DF-9D17-2C16721B1365%7D&file=Contract%20Novation%20Pro-forma%20Jan%202025.docx&action=default&mobileredirect=true) the Contract. This is either via an email or a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true) to be signed at the appropriate level within their Service area.  Decisions £100k or above must have a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true), and must be sent to the Executive Directors office for recording on the SharePoint central recording Decision Log.  Legal advice must be sought to ensure compliance with Procurement Legislation and Notifications.  [Novation](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BA9363A00-1135-40DF-9D17-2C16721B1365%7D&file=Contract%20Novation%20Pro-forma%20Jan%202025.docx&action=default&mobileredirect=true) of Contracts £100k or above must come to PAG as set out in this Procurement Code. | Key Decision process must be followed, and project put on Council’s forward plan.  Authority to enter into a new Contract £500k or above must follow the Key Decision process using the [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) and entry placed on the Councils [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1).  Services must ensure that Financial Due Diligence checks are carried out on the new provider to ensure financial standing.  [Novations](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BA9363A00-1135-40DF-9D17-2C16721B1365%7D&file=Contract%20Novation%20Pro-forma%20Jan%202025.docx&action=default&mobileredirect=true) Contracts £100k or above must come to PAG as set out in this Procurement Code. |
| **Authority to Terminate** | Decisions £100k or above must have a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true), and must be sent to the Executive Directors office for recording on the SharePoint central recording Decision Log.  Where the Contract is over the Procurement Threshold Legal advice must be sought to ensure compliance with Procurement Legislation.  All Terminations £100k or above must follow [Termination Pro-Forma](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B08A0C85D-AD69-4BEF-8BA2-081B02E5A654%7D&file=Contract%20Termination%20Pro%20forma%20Jan%202025.docx&action=default&mobileredirect=true) and come to PAG as set out in this Procurement Code. | [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) and Key Decision process may be needed if the implications of Terminating a Contract incur expenditure/ savings of £500k or above, or impact on two or more wards.  Where the Termination makes no difference to the value of the Contract, then this is an operational decision to be taken at Director level, using the [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true).  Report must detail reasons for Termination and what future strategy is being put in place.  All Terminations £100k or above must follow [Termination Pro-Forma](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B08A0C85D-AD69-4BEF-8BA2-081B02E5A654%7D&file=Contract%20Termination%20Pro%20forma%20Jan%202025.docx&action=default&mobileredirect=true) and come to PAG as set out in this Procurement Code. |

# Specialist Procurement – Rule 15

* 1. In all cases existing [Council Contracts](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B13B9DA41-B0B5-4CD8-8BC6-F951B85618B1%7D&file=Contracts%20Register.xlsx&action=default&mobileredirect=true) should be used for aggregation of spend and efficiency. The Council has created ‘Service Areas’ and moved common activity into teams. These areas manage the specialist areas and must be consulted when letting a Contract that comes with their area. Contact Procurement Services for details.
  2. In some cases, such as Digital Services, Procurement Services and Legal Services then these teams have a ‘centralised’ function and are the lead for the Council and in these cases no procurement for these Services should be made outside of these Service Departments unless agreed.
  3. Some areas may not have a centralised budget but do have the corporate responsibility for these areas. The Services Department for this area must be contacted to ensure that in the first instance ‘corporate Contracts’ (eg FM) are used or any compliance with any relevant trade regulations or legislation for that area etc.
  4. In the case of CCTV, Service Departments must ensure that correct legal requirements are used and use Suppliers that are compliant to correct industry standards.
  5. Procurement Services will not support ICT procurements that are not led by Digital Services, this is to ensure compliance with data regulations, security regulations and integration into the Councils IT network.
  6. No external legal advice is to be instructed or sought without the prior approval of Legal Services.
  7. No procurement Services may be externally commissioned without approval from Procurement Services. Access for 3rd parties to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) must be approved by Procurement Services. If 3rd parties are commissioned then any risk or challenge from the procurement process will sit with the Service Department, therefore it is vital that the Service Department are clear that the 3rd party is compliant with the CPR’s and this Code. They must follow the [procurement consultant policy](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B9215543F-631A-41AE-A2CE-6176A7160886%7D&file=procurement%20consultant%20pack%20April%202023.docx&action=default&mobileredirect=true).
  8. Third parties must be compliantly procured and have a Contract and confidentiality agreement if not in the Contract.
  9. Specialist Areas:
     1. Digital Services
     2. CMFM (Construction)
     3. CMFM (Security)
     4. CMFM (Cleaning)
     5. Housing & TA
     6. Regeneration
     7. CCTV
     8. Children’s & Adults
     9. Legal Services
     10. Procurement Services
     11. Financial Services
  10. Corporate Contracts must be used for:
      1. Stationery
      2. Cleaning and Janitorial Supplies
      3. PPE & workwear
      4. Pre-Paid Cards
      5. ICT Services
      6. Translation and Interpretation
      7. Security
      8. Debt Recovery

# Estimating The Value of a Contract – Rule 16

* 1. It is important to ensure that the estimated cost of the Contract is properly carried out prior to any Contracting Activity commencing. The estimated Contract value determines which route to market is needed, and governance that must be followed. If the estimated total value of the Contract is underestimated, then there is a risk of noncompliance with the Council’s Governance and current Procurement Legislation. For the purposes of estimating the Contract Value it must be **inclusive of VAT**; values relating to Governance are **excluding VAT**.
  2. The estimated cost of the Contract **must include ALL costs**, including but not limited to the amount the Council could expect to pay including the following:
     1. The value of any goods, Services or Works
     2. The value of any Contract extensions or renewal of the term of the Contract.
     3. The value of any premiums, fees, commissions or interest that could be payable.
     4. Value of any prizes or payments that could be payable to participants in the procurement.
     5. Any additional work or provision that is likely to go to this Supplier later (this must also be added to the Tender Notification). This should be included where possible and stated in the Tender Notice or the Tender documents.
  3. Under the PA23 **where a Contract value is unknown** or cannot be estimated (for example because the contract duration is unknown) then the Contracting Activity must **follow an above threshold process**. All Contracts must have a start and end date to comply with the PA23.
  4. Contracts repeatedly let on an annual basis do not provide VFM and will be seen as disaggregation and circumvention of the Council’s Rules. Remember that aggregation will apply where repeated contracting with the same Supplier year on year occurs. The PA23 asks that money already paid is considered, and that if the term is unknown then an **above threshold procurement** must take place, therefore it is vital that Regulated Below Threshold Contracts have the correct term, that covers the whole provision.
  5. If the aggregation over many years breaches the PA23 threshold, then a full above threshold procurement must take place.
  6. Where possible the estimation of the value of the contract, should include similar spend in other Service Departments, and create a more ‘corporate’ Contract. Under PA23 there needs to be a good reason from not doing so. Speak to Procurement Services to understand if there are cross organisational opportunities.
  7. Information that might assist in estimating the Contract value could include:
     1. Current cost of any Contract
     2. Spend/budget currently being spent.
     3. Budget available in the future
     4. Market forces and price
     5. Benchmarking information
     6. Other Council spend or information in the public domain.
     7. Market engagement/research
     8. Is it a one off, or likely to want more after an initial delivery?
  8. If the Contract is with other organisations and the Council is the lead authority, then the value is the total cost of the Contract, with all the other organisations. Where the Council is not the lead authority then only the value of the Council’s element is needed.
  9. **Lots.**
  10. The introduction of Lots within procurement is not disaggregation; and can help smaller Suppliers (SME’s) to bid for work. The PA23 asks that lots be considered. The Service Department when designing a competitive Tendering procedure above the Procurement Legislation threshold must consider:
      1. Whether the Goods, Service or Works to be supplied could reasonably be supplied under more than one Contract: and
      2. Whether such Contracts could appropriately be awarded by reference to lots.
  11. The Service Department must then:
      1. Arrange for the award of the Contract or Contracts by reference to lots or
      2. Provide reasons for not doing so.
  12. The Service Department may limit the number of participating Suppliers by reference to lots, in respect of which and how many any one Supplier can submit a tender for.
  13. If the value of the Contracting Activity is 10% or less below the Procurement Legislation Thresholds, then officers must procure in accordance with the Procurement Legislation process for a Public Contract. Contact Procurement Services to discuss this. If bids are returned and they are over the value of the Procurement Threshold, then the procurement will be non-compliant.
  14. For Concessions the following calculation must be followed:
  15. The Council must estimate the value of a concession Contract as the maximum amount the Supplier could expect to receive under or in connection with the Contract including, where applicable, amounts already received.
  16. The amount a Supplier could expect to receive includes the following:
      1. amounts representing revenue (whether monetary or non-monetary) receivable pursuant to the exploitation of the Works or Services to which the Contract relates (whether from the Contracting authority or otherwise)
      2. the value of any goods, Services or Works provided by the Contracting authority under the Contract other than for payment.
      3. amounts that would be receivable if an option in the Contract to supply additional Services or Works were exercised.
      4. amounts that would be receivable if an option in the Contract to extend or renew the term of the Contract were exercised.
      5. amounts representing premiums, fees, commissions or interest that could be receivable under the Contract.
      6. amounts received on the sale of assets held by the Supplier under the Contract.

# Frameworks, Dynamic Markets and DPS – Rule 17

* 1. Use of Frameworks must follow the CPR’s and are subject to the PAG process and must be led by Procurement Services when over Threshold unless stated otherwise. Frameworks are still subject to Council Governance. Therefore, if the cost of the Contract is over the PA23 threshold then [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) must be instructed. If £500k and over then the [Key Decision](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) process must be followed. Where the Service Department intend to create a Framework then Procurement Services **must be contacted**.
  2. Frameworks do offer a quicker, easier compliant route to market, but do not always offer Best Value. Full route to market analysis must be carried out to be clear that this offers Best Value and if there are any Framework fees.
  3. Where additional Call off Contracts from the Framework are made, then these may be subject to additional Contracting Activity and approval and must follow the same processes as the original Call off Contract, in regard to Notifications, Conflict of Interest checks (Rule 21) and checking if the Supplier is [Debarred,](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf) [Excluded or Excludable](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html) (Rule 26).
  4. The use of single Supplier Frameworks or Call off Contract without competition under a framework for £30k and over must be presented at PAG via the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) for review and endorsement to demonstrate VFM. PAG reserves the right to challenge if VFM is not demonstrated and evidenced adequately.
  5. When using a Framework, the Framework rules must be followed to be compliant. Award of a Call of Contract without competition is only permissible if the Framework rules allow, otherwise competitive selection is required. [Due Diligence](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B511BD0FD-B7F3-475C-A990-B3520FFEADE7%7D&file=Framework-Due-Dilligence-Form.docx&action=default&mobileredirect=true&DefaultItemOpen=1) must be carried out by the Service Department and logged with Procurement Services and evidence uploaded to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) to ensure the Framework is compliant. For over Threshold Procurement Services will carry out the [Due Diligence](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B511BD0FD-B7F3-475C-A990-B3520FFEADE7%7D&file=Framework-Due-Dilligence-Form.docx&action=default&mobileredirect=true&DefaultItemOpen=1) if managing the activity. A [list of Framework Agreements](https://enfield365.sharepoint.com/:x:/s/PCHub-Allteamchanell/ERjiIznJ-sxJjRTpwSncQzYBZOQ0cTHI3C-Was2btFB3qg?e=JvOQO9) that have had a Due Diligence checked will be published on the Procurement Services intranet.
  6. Framework Agreements established under The Public Contracts Regulations 2015, and call-off Contracts from those Framework Agreements, will be subject to the Public Contracts Regulations 2015 until the end date of the call-off Contract or expiry of the Framework Agreement.
  7. Existing Dynamic Purchasing Systems created under the Public Contract Regulations 2015 will be subject to the Public Contract Regulations 2015 and must end 23rd February 2029.
  8. A [list of Framework Agreements](https://enfield365.sharepoint.com/:x:/s/PCHub-Allteamchanell/ERjiIznJ-sxJjRTpwSncQzYBZOQ0cTHI3C-Was2btFB3qg?e=JvOQO9) that have had a Due Diligence checked will be published on the Procurement Services intranet.
  9. Frameworks are subject to Notifications in the same way as other Public Contracts see Rule 23, including those Notifications applicable to Contracts over £5m.
  10. The [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) must be used for Call off Contracts from a Framework (with or without competition).Where the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) has not been used then the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) must be used and sent to [Procurement.support@enfield.gov.uk](mailto:Procurement.support@enfield.gov.uk).
  11. Where ‘competitive selection’ is required, the Contracting Activity must be managed in the same way as any competitive process. There must be clear criteria for selection by reference to the award criteria for the Framework and allow reasonable time for Suppliers to respond to the quotation/Tender process. Standstill and assessment summaries will be needed at award for the Notification.
  12. The[Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) **is NOT a framework**, and Suppliers already registered on the Procurement System are not ‘on a framework’. The Procurement System is an e-tendering portal and suppliers are registered to receive opportunities.
  13. Service Departments wishing to set up a Framework to be used internally must contact Procurement Services to discuss this. It is important that the Framework is set up compliantly and that it is open to the right areas of the Council and where possible other organisations. Service Departments will be responsible for creating a Framework ‘pack’ that includes (except for Light Touch Services Contracts):
      1. Terms and conditions, Contract, access agreements and call offs.
      2. Rules of accessing the Framework.
      3. Whether Direct Award is permissible and to whom.
      4. Schedule of rates, prices payable, or mechanism for determining the price payable.
      5. The estimated value of the Framework.
      6. Any selection process to be applied.
      7. Term of the Framework.
      8. Description of the Goods and Services to be provided.
      9. Measurement of the Framework and reporting to monitor spend against the Framework.
  14. Please note that the use of the Matrix MM portal or any vendor neutral portal for procurement activity must be approved at PAG in advance via the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true&wdLOR=cE5D30324-6069-41EF-8774-3F4441638BBF) by Procurement Services. The use of Bloom is not permitted.
  15. **Dynamic Markets.**
  16. Dynamic Markets can be set up where each award is a ‘separate’ Contract and Contracting Activity. These Dynamic Markets allow for membership to Suppliers who meet the criteria for membership and have the technical ability to perform the contracts.
  17. **Open Frameworks.**
  18. An “open framework” is a scheme of Frameworks that provides for the award of successive frameworks on substantially the same terms.
  19. An open Framework must provide:
      1. for the award of a Framework at least once during:
  20. the period of three years beginning with the day of the award of the first Framework in the scheme, and
  21. each period of five years beginning with the day of the award of the second
  22. Framework in the scheme
      1. for the expiry of one framework on the award of the next Framework
      2. for the final Framework to expire at the end of the period of eight years beginning with the day on which the first Framework under the scheme is awarded.
  23. In all cases discussion with Procurement Services is mandatory prior to setting up any Dynamic Market or Open Framework due to the complexity of the contracting activity and management of the Dynamic Market or Open Framework. All Notifications relating to Dynamic Markets and Open Frameworks must also be published.
  24. Dynamic Purchase Systems set up under Public Contract Regulations 2015, are also subject to the Procurement Act 2023. Speak to Procurement Services.

# Conflict Of Interest – Rule 18

* 1. The PA23 asks that conflict of interest and potential conflict of interest is assessed and mitigate **throughout** the Contracting Activity. It is a legal requirement to identify and mitigate any conflicts of interest or potential conflict of interest by carrying out a [conflict-of-interest assessment](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-conflicts-of-interest-html) for all Public Contracts, and it is expected for Regulated Below Threshold Contracts. Evidence will be needed for the Notifications.
  2. Conflict of interest assessment must take place using the [Conflict-of-Interest Declaration Form](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B95801BCB-3515-46C7-9D45-DA612308CE56%7D&file=Conflict%20of%20interest%20declaration%20form.docx&action=default&mobileredirect=true) before Contracting Activity is initiated, throughout the Contracting Activity and lifetime of the Contract. The conflict of interest and potential conflicts of interest assessment must be kept under review and revised/updated at each stage of Contracting Activity. Records of the assessments must be kept and uploaded to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) to ensure a clear audit trail.
  3. A conflict of interest occurs when a person acting for the Council in Contracting Activity (i.e. a person that influences a decision made by the Council) has a direct or indirect personal, professional or financial interest in the procurement.
  4. Examples of where conflict could arise:

1. you are a current or previous employee of a bidder.
2. you are a current or previous advisor, director or partner, or have had any other professional or business relationship with a bidder.
3. Or, where you anticipate such relationship may arise during the lifetime of the procurement.
4. a member of your family, your partner (married, civil partnership or not), your siblings, your children, or any close personal or professional relationships of yours are an employee, owner or stakeholder within a bidder.
5. you, or a member of your family/friends (as set out above), has a financial interest in a bidder. For example, you own shares within that bidder or a company within the same group.
6. you have received a gift, hospitality, or any other benefit from a bidder.
7. you have given a bidder a reference, testimonial or endorsement in the past.
8. you have spoken at an event organised by a bidder or had any other dealings with them which may be in the public domain.
9. you could be personally affected (whether positively or negatively) by the contracting authority’s decisions in respect of this procurement.
10. you have particular ties and affiliations with organisations or individuals who stand to gain or lose by the outcome of this procurement. For example, you are a member of the same club or political party.
11. a relative or close friend of yours has one of the interests set out in the list above.
12. there are any other factors which could cast doubt on your ability to be objective and impartial in your role.
    1. **Conflicts of interest: duty to mitigate.**
    2. The Council must take all reasonable steps to ensure that a [conflict of interest](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B95801BCB-3515-46C7-9D45-DA612308CE56%7D&file=Conflict%20of%20interest%20declaration%20form.docx&action=default&mobileredirect=true) does not put a Supplier at an unfair advantage or disadvantage in relation to a Covered Procurement. Reasonable steps may include requiring a Supplier to take reasonable steps.
    3. Where the Council consider that:
       1. a conflict of interest puts a Supplier at an unfair advantage in relation to the award of a public contract, and
       2. either
13. the advantage cannot be avoided, or
14. the Supplier will not take steps that the contracting authority considers are necessary to ensure it is not put at an unfair advantage.
    * 1. The Council must in relation to the award treat the Supplier as an excluded Supplier for the purpose of
15. assessing tenders under section competitive tendering, or
16. awarding a contract under section Direct Award), and
    * 1. exclude the Supplier from participating in, or progressing as part of, any competitive tendering procedure.
    1. **Conflicts of interest assessment.**
    2. It is mandatory to exclude a supplier from the Contracting Activity where a conflict of interest puts the supplier at an unfair advantage if steps cannot be taken to avoid that advantage or the supplier refused to taky any steps.
    3. Before publishing a Tender or Notification in relation to a Covered Procurement, the Council must prepare a conflicts assessment in relation to the procurement.
    4. Before publishing a dynamic market notice in relation to the establishment of a dynamic market, the Council must prepare a conflicts assessment in relation to the establishment.
    5. The Service Department must take all reasonable steps to identify conflicts, potential conflicts and identify the individuals and keep under review. Must also be aware of perceived conflicts of interest.
    6. A ‘conflict of interest’ arises where there is an actual conflict of interest. A ‘potential conflict of interest’ exists where a conflict of interest will arise in future if certain circumstances occur.
    7. A [conflicts assessment](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B95801BCB-3515-46C7-9D45-DA612308CE56%7D&file=Conflict%20of%20interest%20declaration%20form.docx&action=default&mobileredirect=true) is a record to be kept by the Service Department which must include details of the conflicts or potential conflicts of interest identified and any steps taken, or to be taken, to mitigate them. If a perceived conflict of interest exists, the Service Department must also include in the conflicts assessment details of any steps that the Service Department has taken or will take to demonstrate that a conflict or potential conflict does not exist.
    8. For the Contracting Activity the Service Department must:
       1. Identify any person acting for or on behalf of the Council in relation to the Procurement.
       2. Any Members acting in relation to the procurement.
       3. Any persons that will have influence over the decision made in relation to the Procurement.

**Checklist:**

* + 1. Confirm reasonable steps have been taken to identify any actual or potential conflicts of interests?
    2. Make sure it includes consideration of interest for personal, professional or financial interest and which may be direct or indirect.
    3. Think about any circumstances that are likely to cause someone to wrongly believe there is a conflict or potential conflict of interest, beyond any conflicts already identified? If so, make a note of the steps taken or will be taken to demonstrate that no such conflict or potential conflict exists.
    4. Take all reasonable steps to ensure that any identified conflicts or potential conflicts of interest does not put a supplier at an unfair advantage or disadvantage in relation to the procurement (this may include requiring a supplier to take reasonable steps).
    5. Before publishing a tender or transparency notice prepare a conflicts assessment using the information and steps taken so far.
    6. Keep the [conflicts assessment](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B95801BCB-3515-46C7-9D45-DA612308CE56%7D&file=Conflict%20of%20interest%20declaration%20form.docx&action=default&mobileredirect=true) under review and update it as and when required - until either procurement termination, contract termination or, for dynamic markets, the market ceases to operate (via the relevant procurement notice).
    7. Provide confirmation that a [conflicts assessment](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B95801BCB-3515-46C7-9D45-DA612308CE56%7D&file=Conflict%20of%20interest%20declaration%20form.docx&action=default&mobileredirect=true) has been prepared and revised when publishing relevant procurement notices. Does a supplier remain at an unfair advantage - even after all reasonable steps to mitigate this? If yes, this supplier must be excluded.
  1. A conflicts assessment must include details of:
     1. conflicts or potential conflicts of interest identified in accordance with definition above (duty to identify), and
     2. any steps the contracting authority has taken or will take for the purposes (duty to mitigate).
  2. If the Council is aware of circumstances that it considers are likely to cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest, a conflicts assessment must also include details of any steps the Council has taken or will take to demonstrate that no such conflict or potential conflict exists.

# Sustainable and Ethical Procurement Policy – Rule 19

* 1. All Contracting Activity over threshold should consider the application of the [Sustainable and Ethical Procurement Policy](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FProcurement%20Policy%20%26%20Guidance%2FSustainable%20and%20Ethical%20Procurement%20Policy%2Epdf&parent=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FProcurement%20Policy%20%26%20Guidance). Any Social Value must be recorded by the Service Department and monitored through the lifetime of the Contract for delivery. Wherever possible use of the local market **must** be considered to support and help to generate the local economy.
  2. All Contracting Activity must be in accordance with the Councils agreed polices including but not limited to:
     1. Modern Slavery Charter.
     2. Unite Construction Charter; and
     3. Health in Everything we do
     4. Fairer Enfield
     5. Fair Tax Declaration
     6. Climate Action Plan
  3. The Councils [Sustainable and Ethical procurement policy](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FProcurement%20Policy%20%26%20Guidance%2FSustainable%20and%20Ethical%20Procurement%20Policy%2Epdf&parent=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FProcurement%20Policy%20%26%20Guidance) and suggests inclusion of up to **10% evaluation weighting** for sustainability in all Contracting Activity.
  4. Social Value should be in line with the Service Departments aims which align to the Council Plan. They should be themes that align to the delivery of Council outcomes and be core to the Contract.
  5. The [Council Plan](https://enfield365.sharepoint.com/sites/intranethub/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranethub%2FShared%20Documents%2FStrategies%2FEnfield%5FCouncil%5FPlan%5F2020%2D2022%2Epdf&parent=%2Fsites%2Fintranethub%2FShared%20Documents%2FStrategies) has set out its main objectives for the next 5 years. The main deliverables are:
     1. Good Homes in well-connected neighbourhoods
     2. Safe, healthy and confident communities
     3. And economy that Works for everyone
     4. A modern Council
     5. Climate Action
     6. Fairer Enfield
     7. Early Help
  6. The [Sustainable and Ethical Procurement Policy](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FProcurement%20Policy%20%26%20Guidance%2FSustainable%20and%20Ethical%20Procurement%20Policy%2Epdf&parent=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FProcurement%20Policy%20%26%20Guidance) sets out clearly how the Council plan will be delivered through Contracting Activity. It has minimum standards for each area, with enhanced and preferred standards to meet Council objectives.
  7. It covers:
     1. Ethical procurement
     2. Equality and diversity
     3. Local economy
     4. Social value
     5. Climate action
  8. The Council is committed to paying all staff directly employed the London Living Wage (LLW). The policy states the Council will pay LLW wherever possible and move to a situation where all Suppliers to the Council will pay LLW. Therefore, this must be considered when carrying out Contracting activity.

# Procurement Thresholds – Rule 20

* 1. The estimated total Contract Value determines the route to market and which part of the PA23 needs to be followed.
  2. Different categories of Contracting Activity have different thresholds, therefore ensure that the correct thresholds are applied. All thresholds are **inclusive of VAT**, when calculating the Contract value. Thresholds are reviewed and amended every two years. **If the value of the Contract is unknown, then a full above threshold procurement must be carried out. (See Rule 16).**

|  |  |  |
| --- | --- | --- |
| **Category** | **Value Including VAT** | **Value Excluding VAT** |
| Goods and Services | £214,904 | £179,086 |
| Works | £5,372,609 | £4,477,174 |
| Light Touch | £663,540 | £552,950 |
| Concessions | £5,372,609 | £4,477,174 |
| KPIs Publishing | £5,000,000 | £4,166,667 |

* 1. **Thresholds:**
  2. Contracts below the threshold are referred to in the PA23 as ‘**Regulated Below Threshold Contracts’**, and there are rules that apply to these Contracts in addition to Council Governance.
  3. If a Regulated Below Threshold Contract is varied in value and the value brings the Contract over the relevant Procurement threshold, the Contract becomes a ‘Convertible Contract’. Convertible Contracts must follow the rules set out in PA23 and the CPRs in the same way as an above threshold Contract or ‘Covered Contract’.
  4. **Public Contracts** is the term used for all Contracts that are above the threshold for the relevant category. These attract more legislative requirements, specifically regarding route to market, variation and extension, termination, and Contract management. The procurement activity for above threshold is termed **Covered Procurement**.
  5. For Regulated Below Threshold Contracts the number of quotations needed is guidance as to the **minimum** that should be **received**, to demonstrate Value for Money (VFM). It is recommended that additional Suppliers should be invited if there is a risk of poor response. Where there are insufficient bids received and the Service Department wish to award the Contract, then the Head of Service must agree that VFM has been demonstrated, and evidence of this uploaded into the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome). Where insufficient bids have been sought this will be reported as non-compliant procurement.
  6. Service Departments must ensure that the minimum number of Suppliers are invited and that a variety of Suppliers are invited. Non-compliance is monitored and reported to General Purposes Committee.
  7. Service Departments **must not** invite the same Suppliers to bid for opportunities on a regular basis as this may be seen as aggregation or anti-competitive, and open to challenge. If the same Suppliers are needed for the same provision on a regular basis, then Service Departments must set up a Framework for the type of Suppliers they are using repeatedly. Procurement Services may review practices within Service Departments who are misusing this Rule.
  8. When carrying out Contracting Activity for Regulated Below Threshold Contracts, and quotations are returned higher than the Procurement Threshold then the Contracting Activity is non-compliant and must be carried out again as an above Threshold activity. Speak to Procurement Services.
  9. Market engagement will provide useful feedback on the specification, Contract terms, and the opportunity in general. Changes can be made prior to going to the market to maximise responses and bidders. This is important to ensure that pricing is within the threshold for the route to market.
  10. When carrying out Contracting Activity for Construction it is important to ensure that proper estimates have been applied, as ‘contract creepage’ is common in this area. Tender notices must include the intention to extend, and if there are likely to be any ‘known and unknown risks’ or this will affect the options to vary later. Known Risks must be set out in the Tender Notice or the Transparency Notice prior to the award of the Contract. Refer to the [Construction Procurement](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BDEDF6BEA-E459-48AD-A220-0D58FB7D31D4%7D&file=Construction%20Procurement%20Guide.docx&action=default&mobileredirect=true) Guide for more information.
  11. It is against the Rules to deliberately disaggregate the value of a Contract and split the value up to reduce the number of quotes to be obtained or carry out multiple procurements to avoid the Rules. Procurement Services will monitor compliance with this requirement. Officers need to be mindful of aggregation of spend (see Rule 16).

* 1. Where a Concession Contract is being let for Light Touch Services then the Concession Contract Threshold applies.
  2. Use the [procurement checklist](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B7D4592E8-D4AB-4DDA-A5A4-C022BFF64022%7D&file=Procurement_checklist_2020.doc&action=default&mobileredirect=true&DefaultItemOpen=1) to help.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Estimated Total Contract Value including VAT & possible extensions.** | **Minimum No. of Quotations**  **& Local Quotations** | **Evaluation & Supplier Selection** | **Additional Requirements (if applicable)** | **Method of Issuing a Contract** | **Advertising or Notification** | **Responsibility for Procurement Process** |
| **Regulated Below Threshold Contracts Process** | | | | | | |
| Up to £30,000. Must be done via the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) if over £30,000. | 1 quote.  Must seek local Supplier in the first instance.  Seek ‘best and final offer’. | Check if Supplier is on [Debarred list](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf). | Must seek best and final offer to ensure VFM.  Consider potential barriers to small and medium-sized enterprises and how these can be removed. | * Use of Purchase Order for **Goods and Services, and limited Works Contracts only (see Rule 20 above)** or * [Contract Template](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/legal/Forms/AllItems.aspx?FolderCTID=0x0120007A34B4D14EA06948B462CD523C4B4A40&id=%2Fsites%2Fintranetlawandgovernance%2Flegal%2FLegal%20Precedents) (or other form of Contract approved by Legal Services) for more complex requirements, data sharing or where the level of risk needs to be addressed, or for Works Contracts. | Advertising not required. | Self-service in line with Rules and Procurement Legislation. |
| Contracts from £30,001 to £100,000 for Goods and Services.  Or  £30,001 to £500,000 for Works | 3 quotes.  2 local Suppliers in the first instance.  Where VFM is better met by going to the open market then this must be the first option. | Ensure Suppliers meet conditions of participation and evaluation criteria. See Rule 25  Check that Suppliers are not on [Debarred list](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf) or should be [Excluded or are Excludable](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html).  Ensure conflict of interest is assessed. | If less than three quotes are **received** the Service must seek the relevant level of approval within their Service to award and must ensure that VFM has been demonstrated. The decision must be recorded in writing (NKOD report, KD Report etc) and the decision retained in the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome).  Once selected winning bidder must ask for best and final offer to obtain VFM.  Refer to the [Construction Procurement](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BDEDF6BEA-E459-48AD-A220-0D58FB7D31D4%7D&file=Construction%20Procurement%20Guide.docx&action=default&mobileredirect=true) Guide for Works Contracts.  Consider potential barriers to small and medium-sized enterprises and how these can be removed. | * Use of Purchase Order for **Goods and Services. For construction (Works and Services) (see Rule 20 above) or** * [Contract Template](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/legal/Forms/AllItems.aspx?FolderCTID=0x0120007A34B4D14EA06948B462CD523C4B4A40&id=%2Fsites%2Fintranetlawandgovernance%2Flegal%2FLegal%20Precedents) (or other form of Contract approved by Legal Services) for more complex requirements, data sharing or where the level of risk needs to be addressed or Works Contracts.   Please also refer to Rule 31 for requirements for sealing.  Ensure added to the [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) if Contract award is over £500,000. | Advertising not required where quotations are by invitation only from particular or pre-selected Suppliers.  Where open competition takes place then a Below Threshold Tender Notice must be published (see Rule 23).  **In all cases** Service Departments must publish a Regulated Contract Details Notice. | Self-service via the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) and in line with the Rules and this Procurement Code. Must be visible on the [Council’s Corporate Contract Register](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B13B9DA41-B0B5-4CD8-8BC6-F951B85618B1%7D&file=Contracts%20Register.xlsx&action=default&mobileredirect=true) to meet Transparency code.  Must publish a Regulated Contracts Details Notice on the Find a Tender Service via the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) for award. |
| Contracts above £100,000 to PA23 Threshold[[4]](#footnote-5) for Goods and Services  Or  £500,000 to PA23 Threshold for Works:  Or  £100,000 to Light Touch Threshold for Light Touch Services | 5 quotes.  2 Local Suppliers where possible.  Where VFM is better met by going to the open market then this must be the first option. | If less than five quotes are **received** the Service must seek the relevant level of approval within their Service to award and must ensure that VFM has been demonstrated. The decision must be recorded in writing (NKOD report, KD Report etc) and the decision retained in the [Procurement System](mailto:Procurement.support@enfield.gov.uk).  Once selected winning bidder must ask for best and final offer to obtain VFM.  Refer to the [Construction Procurement Guide](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BDEDF6BEA-E459-48AD-A220-0D58FB7D31D4%7D&file=Construction%20Procurement%20Guide.docx&action=default&mobileredirect=true) for Works Contracts.  Consider potential barriers to small and medium-sized enterprises and how these can be removed. | Up to £500,000:   * Signature on [Contract Template](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/legal/Forms/AllItems.aspx?FolderCTID=0x0120007A34B4D14EA06948B462CD523C4B4A40&id=%2Fsites%2Fintranetlawandgovernance%2Flegal%2FLegal%20Precedents) (or other form of Contract approved by Legal Services) or sealed by Legal Services if required   Over £500,000:   * [Contract Template](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/legal/Forms/AllItems.aspx?FolderCTID=0x0120007A34B4D14EA06948B462CD523C4B4A40&id=%2Fsites%2Fintranetlawandgovernance%2Flegal%2FLegal%20Precedents) (or other form of Contract approved by Legal Services) sealed by Legal Services   Please refer Rule 31 (requirements for sealing) | Advertising not required where quotations are by invitation only from particular or pre-selected Suppliers.  Where open competition takes place then a Below Threshold Tender Notice must be published.  **In all cases** Service Departments must publish a Regulated Contract Details Notice. | Self-service via the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) and in line with the Procurement Legislation. Must be visible on the Contract register to meet Transparency regulations.  Must publish a Regulated Contract Details Notice on the Find a Tender Service via the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) for award. |
| **Public Contracts Process** | | | | | | |
| Above PA23 Threshold[[5]](#footnote-6) for Goods, Services and Works and Light Touch Services | Follow Procurement Legislation processes.  Consider how to develop local market within the procurement and social value. | Ensure Suppliers meet conditions of participation and evaluation criteria.  Check that Suppliers are not on [Debarred list](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf) or should be [Excluded or are Excludable.](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html)  Ensure conflict of interest is assessed. | A fully compliant process must be carried out in accordance with the processes set out in the PA23 for Public Contracts.  Possible routes to market:   * Open Procedure * Competitive Flexible Procedure * Framework * Dynamic Markets * Light Touch   Consider potential barriers to small and medium-sized enterprises and how these can be removed. | Up to £500,000:   * Signature on [Contract Template](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/legal/Forms/AllItems.aspx?FolderCTID=0x0120007A34B4D14EA06948B462CD523C4B4A40&id=%2Fsites%2Fintranetlawandgovernance%2Flegal%2FLegal%20Precedents) (or other form of Contract approved by Legal Services) or Sealed by Legal Services if required   Over £500,000:   * [Contract Template](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/legal/Forms/AllItems.aspx?FolderCTID=0x0120007A34B4D14EA06948B462CD523C4B4A40&id=%2Fsites%2Fintranetlawandgovernance%2Flegal%2FLegal%20Precedents) (or other form of Contract approved by Legal Services) sealed by Legal Services   Please refer to Rule 31.  Ensure added to the [forward plan](https://enfieldintranet.moderngov.co.uk/ielogon.aspx?lp=1&RPID=164162787&HPID=164162787&Forms=1) if award is over £500,000. | Notifications must be published by Procurement Services in line with the PA23 and this Procurement Code.  (See Light Tough Code) for all Notifications.  Notifications apply if Procurement Process is Terminated.  Standstill periods must be followed. | Project managed by Procurement Services with engagement from Legal Services as appropriate.  All procurements over the PA23 Threshold must follow processes set out in the PA23 and this Procurement Code.  Service Departments are responsible for:   * Specification * Governance & authority * Evaluation |



# Provider Selection Regime (PSR) – Rule 21

* 1. Contracts that are covered (in-scope services) under the Provider Selection Regime (PSR), must **refer to the** [**Provider Selection Regime (PSR) Code,**](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B3E68839C-1F2F-492B-A04A-D6C0B85D2B97%7D&file=Provider%20Selection%20Regime%20Code.docx&action=default&mobileredirect=true)follow the appropriate route to market as set out within PSR Legislation, and **NOT** Rule 20, and follow PSR Code for Contract Modifications, and Notifications.

# Light Touch Services – Rule 22

* 1. See [Light Touch Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B07ACCED4-4644-472D-9631-273B0DD691D9%7D&file=Light%20Touch%20Services%20Contract%20Code.docx&action=default&mobileredirect=true) for specific elements relating to Contracts covered by Light Touch Services arrangements.

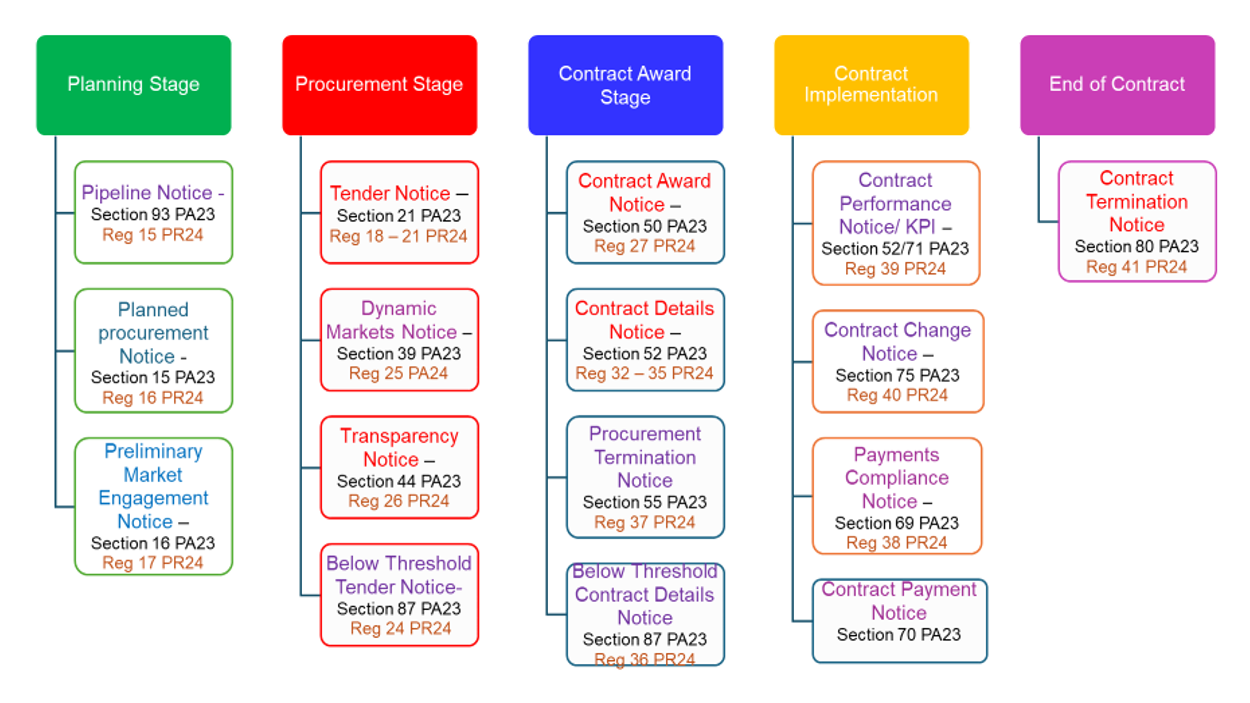
# Notifications – Rule 23

* 1. The PA23 places more emphasis on transparency and stipulates that Notices are published at stages throughout Contracting Activity. Service Departments must ensure that these Notifications are adhered to and carried out in accordance with the PA23 to ensure compliance to Council Rules and Procurement Legislation. The table below shows responsibility for publication, but Service Departments must engage with Procurement Services to ensure Notifications are published.
  2. As set out in the Rules the Council **does not require advertisement** of opportunities for **Regulated Below Threshold Contracts** where quotation is by invitation only. Where VFM is better delivered through an open opportunity to the market then Service Departments are expected to carryout open competition. Service Departments carrying out open competition for a Regulated Below Threshold Contract must ensure that the necessary notices are published for this route to market. Contact Procurement Services well in advance to get a notice drafted.
  3. Please refer to the PA23 for all Notifications, and the Procurement Regulations 2024 for the format of the Notifications. Notifications must appear on the Find a Tender Service prior to publication on other platforms.
  4. The [Public Procurement Review Service](https://assets.publishing.service.gov.uk/media/5e8d97c8d3bf7f1fb909b6bc/Public-Procurement-Review-Service-Scope-and-Remit.pdf) will be monitoring compliance to publication of Notifications, and the Council can become the subject of a review, should there be noncompliance to notifications. Where some Notifications are not published this may impact on the ability later to modify or extend a Contract.

23.5 Publications will be made on the Government [Central Digital Platform](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-central-digital-platform-and-publication-of-information-html) via the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome).

* 1. Notifications are now required at the following points for PA23 Contracts. Not all of these apply at all levels of procurement. See table below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Procurement Lifecycle** | **Notices for Regulated Below Threshold Contracts** | **Mandatory or Optional** | **Contract Brief Description** | **When:** | **Who:** |
| Plan | Below Threshold Tender Notice | Mandatory  If carrying out an open process | A notice inviting tenders or quotations for Contracts with an estimated value below the relevant threshold. | Prior to starting procurement for a Regulated Below Threshold Contract via **advertised** **process.**  For all Regulated Below Threshold Contracts that are advertised (i.e. not where tenders are invited from particular or pre-selected Suppliers). Must be published on Find a Tender prior to advertisement elsewhere. | Procurement Services.  **Service Department MUST contact Procurement Services in advance to plan and draft notice for Service Department.** |
| Procure | Contract Details Notice- Below threshold | Mandatory | A notice setting out that the Council has entered into a Regulated Below Threshold Contract. | For all Regulated Below Threshold Contracts (above £30k and below threshold) as soon as reasonably practicable after entering into the Contract. | Service Department via Procurement System. |
| **Procurement Lifecycle** | **Notices for Covered Contracts** | **Mandatory or Optional** | **Contract Brief Description** | **When:** | **Who:** |
| Plan | UK1  Pipeline Notification | Mandatory | List of all procurement projects for Contracts over £2m to be reprocured in the next 18 months. | Within 56 days of the start of the financial year. | Procurement Services. |
| Define | UK2  [Preliminary Market engagement Notice](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-preliminary-market-engagement-html) | Mandatory\*  \*Unless set out in the tender documentation and Tender Notification as to why | A notice to announce that the Council is planning to conduct, or has conducted, a pre-market engagement exercise. | Before publishing a tender notice for all Covered Contracts (above threshold modification).  Mandatory for Covered Procurements if a preliminary market engagement is carried out unless the Council can provide the justification for not doing so in the tender notice. | Procurement Services.  **Service Department MUST contact Procurement Services in advance to plan and draft notice for Service Department.** |
| Procure | UK3  [Planned Procurement Notice](https://assets.publishing.service.gov.uk/media/664dc0d9f34f9b5a56adcc1e/Guidance_-_Planned_Procurement_Notice.pdf) | Optional | A notice setting out the Council’s intention to commence a procurement in the future. | If intention is to reduce the procurement timescales, it must be published at least 40 days but no more than 12 months before the tender notice is published. | Procurement Services. |
| Procure | UK4  Tender Notice | Mandatory | A Notice setting out the Council’s intention to award a public Contract and commence a procurement process. | Prior to starting procurement exercise for Contract all Public Contracts.  (Above threshold procurement)  Both for open and competitive flexible procedure. | Procurement Services. |
| Procure | UK5  Transparency Notice | Mandatory (Except for User Choice Contracts) | A notice setting out that the Council intends to make a Direct Award relying on the permitted grounds for a Direct Award in the PA23. | Prior to award. | Procurement Services. |
| Procure | UK6  Contract Award Notice | Mandatory  (Except for User Choice Contracts) | A notice setting out that the Council intends to award a Contract. | After issuing Assessment Summaries and prior to award of (Above threshold Contract) and the publication starts the Standstill Period. | Procurement Services. |
| Procure | UK7  [Contract Details Notice](https://assets.publishing.service.gov.uk/media/66b235d7a3c2a28abb50ddb7/Guidance_on_Contract_Details_Notices_FINAL_v2.0.pdf)  Redacted Version of the Contract  And  Publication of Contract with modification | Mandatory  (Except for User Choice Contracts) | A notice setting out that the Council has entered into a Contract. | Within 30 days beginning with the day the Public Contract is entered into (including Frameworks) or within 120 days for Light Touch Contracts. | Procurement Services. |
| Mandatory (for all Contracts over £5m) | A copy of the Contract with a value above £5m must be published after:   * + - 1. redacting sensitive commercial information; and       2. (ii) complying with the UK GDPR.   After Contract Modification | Within 90 days of the public Contract being entered into or within 180 days for  Light Touch Services Contract.  Within 90 days from the date of any modification. | Procurement Services.  **Service Department MUST contact Procurement Services in advance to plan and draft notice for Service Department.** |
| Procure | UK12  Procurement Termination Notice. | Mandatory | A notice that the Council has decided to abandon a procurement after publishing a tender or transparency notice. | As soon as reasonable after making the decision to abandon. | Procurement Services. |
| Procure | UK 13 to 16  Dynamic Market notice | Mandatory | A set of notices on the establishment and running of Dynamic Markets. | When advertising,  establishing, changing or  terminating a Dynamic Market. | Procurement Services. |
| Manage | UK8  Contract Payment notice. | Mandatory (Except for Concession Contracts and Contracts awarded by Schools) | Details of payments of more than £30k made by the Council under a Public Contract. | Quarterly. | Procurement Services. |
| Manage | UK9  [Contract Performance Notice](https://assets.publishing.service.gov.uk/media/66b21e49fc8e12ac3edb0b3d/Guidance_-_Contract_Performance_Notices_FINAL_2.0_.pdf) | Mandatory for all Public Contracts £5m or over in value let under or all Convertible Contracts where a modification takes the Contract value above £5m (Except for Light Touch Contracts. Concession Contracts are exempt from KPI publication but must publish for poor performance/breach). | A notice publishing information in relation to:   1. Performance assessment against key performance indicators in the Contract. 2. Supplier poor performance/breach of Contract. | 1. Once in every 12 months during the lifecycle of the Contract and on termination. 2. Where there is a breach or the Supplier is not performing, and has not improved, then before the end of period of 30 days starting on which a particular breach or failure to perform. | Procurement Services.  **Service Department MUST contact Procurement Services in advance to plan and draft notice for Service Department.** |
| Manage | UK10  [Contract Change Notice](https://assets.publishing.service.gov.uk/media/66d852da608fb761b6811067/Guidance_-_Contract_Modifications_FINAL.pdf) | Mandatory prior to a qualifying modification taking place (copy of modified contract for Public Contracts £5m or over to be published)  (Except for Light Touch Contracts). | Contract Change notice:  A notice setting out that the Council intends to modify a Public Contract or a Convertible Contract.  A notice setting out that the Council intends to Novate a Contract or assignment on corporate restructuring. | Before modification of a Convertible Contract (Contract where the modification will result in a Regulated Contract being converted to a Covered Contract i.e. above threshold).  Exemptions apply for certain modifications in value and term of the Contract – please see Rule 29. | Procurement Services.  **Service Department MUST contact Procurement Services in advance to plan and draft notice for Service Department.** |
| Manage | UK11  Contract Termination Notice | Mandatory  (Except for User Choice Contracts). | A notice setting out that a covered Contracts has been terminated or has expired or come to an end Contract. | Before the end of 30 days from the date of Termination. (Termination means expiry, discharge, termination by a party, rescission or via a Court order). | Procurement Services.  **Service Department MUST contact Procurement Services in advance to plan and draft notice for Service Department.** |
| Manage | UK17  [Payments Compliance Notice](https://assets.publishing.service.gov.uk/media/67a4c8d6baccec3af36b3c4d/GUIDANCE_Payments_Compliance_Notices_FINAL.pdf) | Mandatory (Except for Concession Contracts and Contracts award by Schools). | Details of the Council’s performance against the 30-day payment terms in Contracts. | Twice annually - Before the end of the period of 30 days beginning with the last day of a Reporting Period. Reporting Period is every six-month period ending on 31st March or 30th September. | Procurement Services. |



# Preliminary Market Engagement – Rule 24

* 1. The PA23 requires that a preliminary market engagement notice is considered when carrying out Contracting Activity for a Public Contract. This is not a mandatory notice, but if one is not published, then the Tender Notice must explain why this was not published and noted in the Tender Documentation
  2. Before publishing a Tender notice in respect of a public contract, a contracting authority may engage with suppliers and other persons for the purpose of:
     1. developing the authority’s requirements and approach to the procurement.
     2. designing a procedure, conditions of participation or award criteria
     3. preparing the tender notice and associated tender documents.
     4. identifying suppliers that may be able to supply the goods, services or works required.
     5. identifying likely contractual terms.
     6. building capacity among suppliers in relation to the contract being awarded.
  3. Service Departments MUST not use preliminary market engagement as a method of restricting or selecting Suppliers.
  4. Care must be taken to ensure that Suppliers that attend preliminary market engagement are not given unfair advantages to those that are invited to bid but did not attend.

# Receipting and Opening of Tenders and Quotes – Rule 25

* 1. The [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) must be used for all Contracting Activity projects over £30,000. This ensures that the opening of tenders is fully audited and complies with e-tendering regulations.
  2. If there are situations where it is felt that the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) cannot be used, then Procurement Services must be contacted, and discussed. In all cases the Contract must be recorded in the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) if let via an external portal.
  3. There are regulations around using electronic tendering which must be complied with. Using the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) protects the officer, Service Department and Council from risk of challenge from Suppliers as it provides a safe and complaint procurement process which is fully audited and prevents the seeing of bids from Suppliers prior to other Supplier bids. It is recommended to use the Procurement System for **ALL** competitive procurement.
  4. When setting the end date and time for a tender it is good practice to make these within working hours and when the commissioner is available to respond to last minute issues or questions, e.g., not at the end of the working day.
  5. The same applies to end dates of Contracts, these should be working days.

# Award Criteria and Evaluation – Rule 26

* 1. The Council has developed a set of **Procurement Principles** which cover evaluation criteria. These must be followed in all cases unless an exception is applied for via PAG.
  2. **Procurement Principles**

|  |  |
| --- | --- |
| Price Quality Ratio | * The Council has mandated that Price should be no less than 70% of the evaluation criteria, (i.e. Quality/Price ratio). |
| Indexation | * Must be CPI, another indexation must be applied for. * CPI as a flat rate is the starting point, with up to +3% as the maximum. |
| Social Value | * No more than 10% of the weighting to be applied. * Use of TOMs suspended. |

* 1. For Regulated Below Threshold Contracts the Council may not restrict the submission of tenders/ quotations by reference to an assessment of a Supplier’s suitability to perform the Contract. This includes:
     1. Legal, economic and financial capacity
     2. Technical and professional ability
  2. This restriction does not apply in relation to Works Contracts over the value £214,904 (this figure may be subject to change), or Contracts awarded in accordance with a Framework.
  3. Evaluation criteria must be clearly set out in the tendering documentation and must:
     1. relate to the subject matter of the Contract,
     2. be sufficiently clear, measurable and specific,
     3. be proportionate having regard to the nature, complexity, and cost of the Contract, and
     4. comply with the rules on technical specifications as follows:

1. it must not refer to design, licensing model or description of characteristics where they could refer to performance or functional requirements,
2. it must not refer to a UK standard unless it permits an internally recognised equivalent or there is no such internally recognised equivalent,
3. if it refers to a UK standard, it must specify that equivalent standards will be accepted and may require certification to confirm the equivalence, and
4. it may not refer to a particular trademark, trade name, patent or type, place of origin, producer or supplier unless necessary to make the requirements understood, and if so, it must allow for equivalents.
   1. Bids can only be evaluated on the pre-determined evaluation criteria set out in the Tender documentation (unless permitted within the Flexible Competitive Procedure), and the written responses from the Supplier. Refer to the [Evaluation Guide](https://enfield365.sharepoint.com/sites/intranetprocurement/SiteAssets/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FSiteAssets%2FSitePages%2Fprocurement%2Dselfservice%C2%A325k%2B%2FITQ%2DEvaluation%2DGuidance%2D%2DSelf%2DServe%2D%2DV1%2E0%2DF%2Epdf&parent=%2Fsites%2Fintranetprocurement%2FSiteAssets%2FSitePages%2Fprocurement%2Dselfservice%C2%A325k%2B) for more information.
   2. Award Criteria in reference to the subject-matter of a Contract includes a reference to:
      1. the Goods, Services or Works to be supplied under the Contract, including in respect of any aspect of their production, trading or other stage in their life cycle.
      2. how or when those Goods, Services or Works are to be Supplied.
      3. the qualifications, experience, ability, management or organisation of staff where those factors are likely to make a material difference to the quality of goods, Services or Works being supplied.
      4. price, other costs or value for money in all the circumstances.
   3. Conflicts of interest must be carried out for all officers on the evaluation panel.
   4. Ensuring written evidence for the individual Supplier evaluation, consensus scores and the reasons for these is documented via moderation records is strongly recommended by Procurement Services. If there is a challenge to the evaluation process, these may be needed and can also be requested under a Freedom of Information request. All evaluation documentation must be uploaded into the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) for audit trail (these are not in the public domain) and ensure that all documentation relating to the Contracting activity is maintained in one place to meet retention policies and record keeping obligations under the Procurement Legislation.
   5. Where evaluation process is to include Supplier presentations or Supplier interviews then these must be clearly stated how they will be carried out, evaluated and scored within the Council’s tender documentation. It is important to ensure that there is a ‘script’ to ensure equal, fair, and consistent assessments between Suppliers, and should disclose the requirements and any questions to be raised prior to a Supplier presentation or interview. Note, the use of Supplier presentations should be very carefully considered as they can be very subjective and difficult to ensure all presentations are managed the same. Procurement Services recommend an independent moderator from Procurement Services.
   6. Service Departments **MUST NOT use ‘average scoring’** when carrying out evaluation. Procurement case law has shown this to be bad practice and may invalidate the Contract award if challenged. When using an evaluation panel, all panel members must be technically competent and score individually prior to attending a moderation session(s) to agree consensus scores for each element /question. To ensure transparency, equal treatment, and objectivity that the reasons for the scores given and what moderation took place must be recorded and filed in the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome). Do remember this is information could be subject to an FOI request and will be needed for the Assessment Summaries.
   7. For Public Contracts, information at evaluation stage is needed for the Assessment Summaries at Contract Award, therefore it is vital that robust processes and evidence is maintained.
   8. In assessing Tenders, Service Departments:
      1. must disregard any Tender from a Supplier that does not satisfy the conditions of participation set out in the Tender documents.
      2. may disregard any Tender from a Supplier that:
5. is not a United Kingdom Supplier or [treaty state Supplier](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-treaty-state-suppliers-html), or
6. intends to sub-Contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or [treaty state Supplier](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-treaty-state-suppliers-html).
   * 1. may disregard any Tender that offers a price that the Council considers to be abnormally low for performance of the Contract, provided the requirements set out in Procurement Legislation are met.
     2. may disregard any Tender which breaches a procedural requirement set out in the Tender notice or associated Tender documents.
   1. Section 89 of the Procurement Act 2023 (Act) defines a ‘[treaty state supplier’](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-treaty-state-suppliers-html) as a supplier that is entitled to the benefits of an international agreement specified in Schedule 9 of PA23.
   2. **Exclusion and Debarment.**
   3. The PA23 asks that checks are made to ensure that the Council is not Contracting with a [Debarred](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf) or Excluded Suppliers or Subcontractors or Connected Persons to a Supplier. Checks should also be carried out to establish if a Supplier, Subcontractor or Connected Persons are [Excludable](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html) Supplier. Prior to excluding an [Excluded Supplier or an Excludable Supplier,](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html) self-cleaning must process must be followed. Please refer to the [Exclusion Checklist](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B962FCC73-3CF0-4730-990A-FD98D6E2F15B%7D&file=Exclusions-checklist.docx&action=default&mobileredirect=true&DefaultItemOpen=1&web=1) and Procurement Services.



* 1. **Excluded Suppliers.**
  2. Service Departments must exclude a Supplier where:
     1. A mandatory exclusion ground applies to the Supplier or an associated person and
     2. The circumstances giving rise to the application of the exclusion ground are continuing or likely to occur again or
     3. The Supplier or an associated person is on the debarment list by virtue of a mandatory exclusion ground. Service Departments MUST contact Procurement Services prior to starting any actions here.
  3. **Excludable Supplier.**
  4. The Service Departments **MAY** exclude a Supplier [where a discretionary exclusion ground applies]. Suppliers can be excluded at the commencement of the process, during the process or post award. Service Departments MUST contact Procurement Services prior to starting any actions.
  5. Service Departments must use [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) and present at PAG where they want to award to an [Excludable Supplier](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html). The Council must request details of any intention to use a sub-Contractor, where a sub-Contractor is an [Excluded or Excludable Supplier,](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html) the Supplier must be given an opportunity to replace the Sub-Contractor.
  6. **Improper Behaviour.**
  7. Suppliers that have acted improperly in relation to the award of a public Contract:
     1. Failing to provide information requested by the Council.
     2. Providing information that is incomplete, inaccurate, or misleading.
     3. Accessing confidential information or
     4. Unduly influencing the Council’s decision making
     5. Obtained an unfair advantage, wither by participating in pre-market engagement or through a conflict of interest, that cannot be otherwise avoided.
  8. Where the Service Department decides to exclude a Supplier they must use the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) and present at PAG to review the decision and then ensure that the relevant authority is informed as set out in the current Procurement Legislation. The relevant authority will carry out an investigation before informing the [Debarment Review Service](https://www.gov.uk/guidance/procurement-review-unit?utm_medium=email&utm_campaign=govuk-notifications-topic&utm_source=ecaf4e10-764c-4119-a5e7-055ce9b54f3c&utm_content=immediately) who may add them to the Debarment list.
  9. ITT and ITQ documents should ask supplier to declare if they have used AI technology to create their responses. Where it appears that AI has been used then contact Procurement Support before proceeding.

# Contract Award and Execution – Rule 27

* 1. Contracts must be awarded in accordance with the Rules and UK procurement Legislation. The Rules follow all Procurement Legislation and ensures that the Council is compliant in all Contracting activity. This includes adherence to any Standstill Periods that apply within the PA2023 and PSR.
  2. In all cases approval to award Contracts must be sought and at the appropriate level of authority, for the value of the Contract. This evidence should be retained and loaded into the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome).
  3. Awarded Contracts must be signed and where necessary sealed by Legal. These must be scanned and uploaded to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome). See Rule 31.
  4. Public Contracts must be awarded in line with PA23 and all Notifications and standstill periods that apply adhered to. This includes but not limited to:

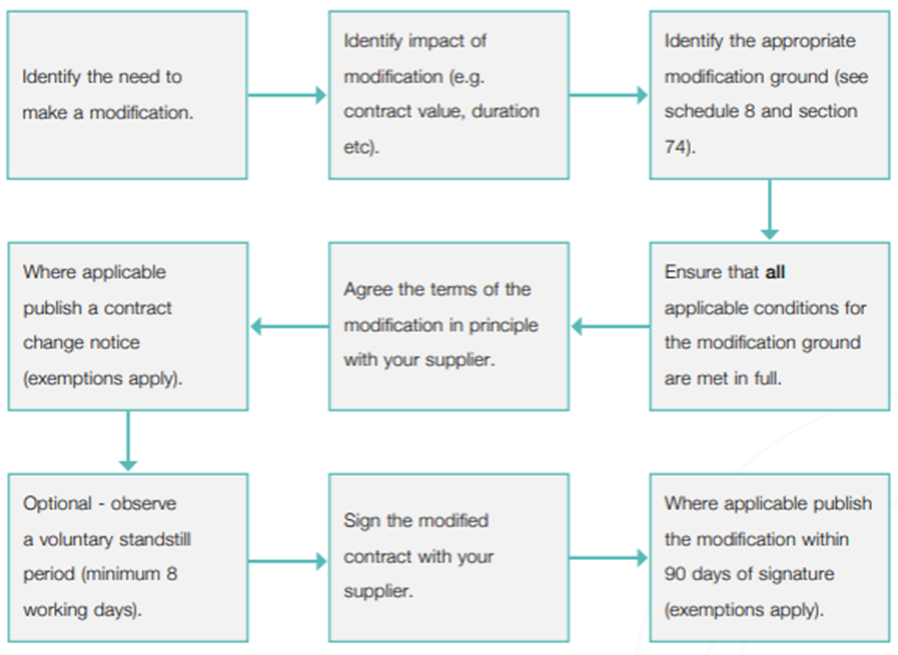
1. Contract award notice.
2. Assessment summaries to successful and unsuccessful suppliers.
3. standstill period (8 working days beginning with the day on which the contract award notice was published).
4. KPIs where over £5m.
5. Contract details notice.
6. Publish a copy of the signed Contract if over £5m within 90 days from when Contract was entered into.
   1. **Letter of acceptance & Limited Liability.**
   2. Letters of acceptance/ intent are generally not used by the Council. There are situations where these might be necessary. Agreement from Head of Legal Contracts Team or Director of Legal and Governance Services should be obtained and must be written by Legal (to comply with legislation).
   3. Limited Liability Letters may only be used where there is a requirement for urgent Works mobilisation (not simply to allow site access) and only if such has been approved by the Director of Law and Governance (unless a previously approved template is used) and the appropriate authority report in accordance with the Councils Constitution has been signed off.
   4. Letters of acceptance must be set out on a proper template agreed by Legal. This should include (but not limited to):
      1. Price,
      2. Duration
      3. Supplier
      4. What is to be supplied/delivered.
   5. Letters of acceptance are only binding on the Council and the Contracting party where the letter expressly states that their Tender has been accepted and the Council agrees to pay them the tender sum. The letter of acceptance should normally seek to incorporate the terms and conditions of the relevant Council standard Contract or relevant industry standard Contract (e.g. JCT, ICE, NEC) indicating the Council's intention to enter into a formal, written Contract with the Contracting party, to carry out the Works/Services or goods described in the letter, such Works/Services or supply of Goods to commence on a date specified or at any rate before the parties execute the formal, written Contract, until then the Contracting parties obligations to the Council shall be governed by the Invitation to Tender documentation.
   6. Letters of acceptance are not a substitute for a signed Contract, especially for Contracts under seal.
   7. These should also be loaded into the London Tenders Portal for audit requirements.

# Post Tender Negotiations – Rule 28

* 1. Post-Tender negotiations for Public Contracts, may only take place if using the Competitive Flexible Procedure, and the Tender documents expressly allow for negotiation.
  2. For Regulated Below Threshold Contracts, best and final offer must be requested.

# Contract Modifications, Novation [& Termination to Contracts](file://lbe.local/fileserver/Resource/ProcurementandCommissioningHub/Procurement%20Operations%20%26%20Governance/CPR%27s%20Folder/Procurement%20Guidance%20041217.docx#VariationsToContracts) – Rule 29

* 1. Members and Senior managers are increasingly asking for better and more transparent decision-making regarding extensions and variations. These Contract Modifications can commit the Council to Contract and budget expenditure, and often little or no review has been undertaken to ensure that the Contract still delivers VFM. Contract extension clauses are an opportunity to review the Contract, and if needed reduce or reconfigure the delivery for efficiency or savings.
  2. Public Contracts (except Light Touch and User Choice Contracts) Modifications are subject to Notifications under the Procurement Act 2023. It is important to ensure that the relevant [Contract Modification Pro-Forma](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BBE985796-20A1-4FB8-A98F-9274A26CBBDA%7D&file=Contract%20Modification%20Pro%20Forma%20Feb%2025.docx&action=default&mobileredirect=true) is completed and presented at PAG for compliance of PA23 and for Procurement Services to publish Notifications.
  3. The PA23 has new legislation relating to Contract Modification. Contract Modifications can be classified as but not limited to:
     1. Changes to the term (extension)
     2. Changes to service offer or increasing/decreasing the scope (variation)
     3. Changes to KPI’s (variation)
     4. Reprioritising of Services (variation)
     5. Change of provider or name of Supplier (novation)
     6. Termination
  4. Where the original Contract value is £100k and over, or the variation takes the contract over £100k then the Service Department **must** complete the [Contract Modification Pro-Forma](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BBE985796-20A1-4FB8-A98F-9274A26CBBDA%7D&file=Contract%20Modification%20Pro%20Forma%20Feb%2025.docx&action=default&mobileredirect=true) and send to Procurement Services for presentation at PAG. This will ensure a review is carried out, and that an extension is appropriate and compliant to PA23, and relevant notifications are issued.
  5. Where Service Department have not engaged with Procurement Services on a Contract Modification then procurement implications will state this and will not provide assurance of processes being followed. Service Departments that have not engaged will be required to carry out any Notifications regarding the Contract modification themselves, which can lead to non-compliant Contracting Activity or challenge.
  6. Service Departments should carry out a review of the contract and performance prior to any decision to carry out a Contract Modification in plenty of time so that should it be agreed that any extension will not be taken, there is time for a re-procurement. This can be as early as 24 – 12 months prior to the extension.
  7. Any changes to Contract must be in line with the CPR’s, the relevant Procurement Legislation that covers that Contract, and properly recorded, with variation letters, amended Contracts, and Notifications etc. These must be uploaded to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome).
  8. Modifications of Contracts covered by the Public Contract Regulations 2015 must be in line with this legislation and modifications cannot be more than 50% of the original Contract value or take the Contract over the Procurement Threshold.
  9. For Contracts covered by the PA23 then the permitted Modifications are set out in the CPRs Rule 29. Where a Regulated Below Threshold Contract is modified and the Modification or variation takes the value above the Procurement Threshold, then the Contract becomes a ‘Convertible Contract’ and must follow rules for Public Contracts going forward.
  10. Public Contracts over £5m where modified, must publish a copy of the modified Contract. This does not apply to Convertible Contracts.
  11. Before modifying a Public Contract or a Convertible Contract, the Council must publish a Contract change Notification via the Procurement System on the Find a Tender System, unless an exemption applies. This triggers a standstill period. Speak to Procurement Services.
  12. Conversations and negotiations can be entered into with a Supplier to modify the Contract and can be agreed if mutually agreeable to both parties. Any changes must be within the core delivery of the Contract. For example, a Supplier of food could not be asked to include the supply of stationery in their Contract.
  13. Remember that a Contract Modification to include additional requirements may be seen as a lack of competition and may be challenged by other Suppliers. In all cases best value must be obtained.
  14. Modifications must first:
      1. Have budget approval.
      2. Demonstrate best value.
      3. Have appropriate approval to proceed.
      4. Must be in line with the existing contract.
      5. Must demonstrate VFM.
      6. Be within the CPR’s and Procurement Legislation.
  15. Contract Modification Workflow



* 1. Contract Modifications must follow the governance set out in Rule 14 and must be updated in the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome). This is the responsibility of the Service Department to do this, unless engaged via PAG.
  2. The Service Department must show that a full and thorough review of the Contract has taken place and justification that the Contract is still viable, performing well, and continues to meet the Councils objectives, prior to Modification.
  3. **Contract Novation.**
  4. Service Departments must complete the [Contract Novation Pro-Forma and](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BA9363A00-1135-40DF-9D17-2C16721B1365%7D&file=Contract%20Novation%20Pro-forma%20Jan%202025.docx&action=default&mobileredirect=true) follow the [Novation process](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8158FB4B-A1BD-4DFF-AB81-4E02F4DA7395%7D&file=Novation%20Process%20Jan%202025.docx&action=default&mobileredirect=true) for **ALL** Novation’s (set out below) as these are now subject to Procurement Legislation, and Notifications.
  5. A Contract Novation involves the transfer of a party's rights and obligations under a Contract to a third party. Technically, Novation cancels the original Contract and replaces it with a new Contract, under which a third party takes up rights and obligations which mirror those of the outgoing party. The outgoing party surrenders its rights and is released from its obligations in the process. This means where a Contract with the Council is novated, there are three parties involved - the Council, the existing Supplier, and the new Supplier.
  6. Where the Service Department decides to Novate the Contract then Council Governance must be followed to enter into a new Contract with the new Supplier. This will be a [Non-Key Officer Decision Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true) if under £500k, if over then the [Standard Corporate Report Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7BE19161CE-751C-43D5-96EF-1C0031B5FDF1%7D&file=Report-Template-2023-Amended.docx&action=default&mobileredirect=true) and Key Decision process.
  7. Service Departments must ensure:
     1. There is a copy of the original Contract.
     2. There is a Novation agreement (signed by all three parties).
     3. Due diligence & financial checks have been carried out on the new Supplier.
     4. Governance as per department’s Scheme of Delegation (SOD), and Council Policy See Rule 14.
     5. The [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) and other records are updated.
     6. The new Supplier will only be set up if the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) is set up correctly.
     7. Close the old Supplier off.
     8. Termination notification if needed.
  8. Exchequer Services will not set up the new supplier without:

1. A new Procurement System reference
2. Copy of the novation agreement
3. Authority Report (NKOD or SCT) signed off.
   1. For exempt from procurement contracts:
4. An email from Procurement Services to confirm contract is exempt.
5. Copy of the novation agreement
6. Authority Report (NKOD or SCT) signed off.
   1. Under the PA23 all Public Contracts that are terminated or come to a natural end require a Termination Notification and the [Contract Termination Pro-Forma](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B08A0C85D-AD69-4BEF-8BA2-081B02E5A654%7D&file=Contract%20Termination%20Pro%20forma%20Jan%202025.docx&action=default&mobileredirect=true) must be completed for all contracts over £100k. Speak to Procurement Services.
   2. **Terminations**
   3. PA23 requires the Council to publish a Contract Termination Notice following ‘termination’ of all Public Contracts, except for User Choice Contracts. The [Contract Termination Pro-Forma](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B08A0C85D-AD69-4BEF-8BA2-081B02E5A654%7D&file=Contract%20Termination%20Pro%20forma%20Jan%202025.docx&action=default&mobileredirect=true) must be used to engage with Procurement Services to ensure the Notification is published correctly and within the timescales.
   4. There are three implied Contract Termination grounds, as set out in PA23 section 78(2):
7. the Council considers that the Contract was awarded, or modified, in material breach of the Act or regulations made under it.
8. since the Contract was awarded, the supplier has become an [Excluded or Excludable Supplier](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html) (including by reference to an associated person.
9. a sub-contractor (other than an associated person) is an [Excluded or Excludable Supplier](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html).
   1. All Terminations of Contracts over £100k must come to PAG via the [Contract Termination Pro-Forma](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B08A0C85D-AD69-4BEF-8BA2-081B02E5A654%7D&file=Contract%20Termination%20Pro%20forma%20Jan%202025.docx&action=default&mobileredirect=true).

# Contract Management – Rule 30

* 1. All Contract Managers are expected to ensure that all costs are monitored, that any overspend is approved by Finance and through the relevant Council Governance. That regular reviews are carried out and that performance and delivery are managed. A Contract review schedule should be in place for those Contracts that are Platinum or Gold.
  2. Contract Management is vital to ensure delivery of the Services and that VFM is maintained. All Contract Managers must follow the [Councils Contract Management Framework](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit%2FEnfield%20Contract%20Management%20Framework%20March%202023%2Epdf&parent=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit) and [Contract Management Guide](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit%2FContract%20management%20Guide%20May%202023%2Epdf&viewid=45e904f5%2Dc257%2D41ae%2D8ea9%2Ddf1862659f46&parent=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit) that sets out what activities are expected to carry out for effective Contract management.
  3. All Contracts £30k and over must be classified using the [Contract classification tiering tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BC7BDC9FB-C2FB-414F-92BB-47AF8EA5D176%7D&file=Contract-Classification-Tiering-Tool-V1.2.xlsx&action=default&mobileredirect=true), this will determine the classification and this will drive what actions are required under the [Councils Contract Management Framework](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit%2FEnfield%20Contract%20Management%20Framework%20March%202023%2Epdf&parent=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit). **A copy must be sent to procurement services and a copy uploaded to the portal.**
  4. Contract Management is the responsibility of the Service Department. For Contracts over **£100,000** (Whole life Contract value) a nominated Contract Manager must be allocated on the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome). For Contracts classified as Gold or Platinum, the Contract Manager must use the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) to track and document all Contract Management and SRM activity. Contract Managers **must** have access to the Procurement System and are responsible for maintaining all records in the Procurement System appertaining to the Contract and Contract Management
  5. Public Contracts £5m and over must have a Contract Manager, who is named in the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) where all Contract Management activity is recorded and performance of **ALL KPIs** measured in line with PA23 requirements for the publication of the annual performance reports.
  6. Public Contracts £5m and over (except a Concession Contract or Light Touch Services Contract, Framework (but does apply to a call off) must have a minimum of 3 KPIs and all KPIs must be published. The Service Department must identify the three KPIs which it regards as most material to the performance of the Contract obligations at the time of the Notification. If these KPIs are only a snapshot in time and different KPIs would be relevant over the lifetime of the Contract these must also be identified. These KPIs must be agreed by the Service Departments senior officer and endorsed at PAG prior to going out to the market.
  7. For Public Contracts £5m and over the Service Department must, once in every 12 months assess the performance of the Supplier against the 3 most material KPIs at the time of the performance Notification. Performance Notifications must be approved by the relevant Director and PAG prior to publication.
  8. Performance must be measured and published against the criteria set out:

|  |  |
| --- | --- |
| **Rating** | **Description** |
| Good | Performance is meeting or exceeding the key performance indicators |
| Approaching target | Performance is close to meeting the key performance indicators |
| Requires Improvement | Performance is below the key performance indicators |
| Inadequate | Performance is significantly below the key performance indicators |
| Other | Performance cannot be described as good, approaching target, requires improvement or inadequate. |

* 1. Service Departments are expected to present performance reports annually to their Executive Director or Director for all [Platinum and Gold](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BC7BDC9FB-C2FB-414F-92BB-47AF8EA5D176%7D&file=Contract-Classification-Tiering-Tool-V1.2.xlsx&action=default&mobileredirect=true) Contracts.
  2. The Service Department must deal with issues of poor performance promptly and professionally with recorded actions and timescales for improvement. For Public Contracts £5m and over, covered by PA23 defaults or is poorly performing, then contact Procurement Services immediately as Notifications are required.
  3. For Contracting Activity carried out by Procurement Services at award a Gateway 4 Report will be completed in conjunction with the Service Department to ensure that a Contract Management plan is set up and ensure that the Contract Manager is familiar with the Contract terms via the [Contract Management Handbook](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B9FCD83E8-75AC-4611-AFD1-83F1AE43F6AE%7D&file=Hand%20Book%20Contract%20Management%20overview%20August%202023.docx&action=default&mobileredirect=true). It is vital to ensure that the Contract is signed and uploaded to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) and the Contract Manager if fully conversant with the terms of the Contract.
  4. Withholding payment could be in breach of Contract and is not advised unless Legal advice has been sought.
  5. It is the responsibility of the Service Department to ensure that Contracts due to expire are put on their work plan and Annual Plan to replace the Contract. Service Departments will be held to account for Contracts that have expired, and no action has been taken. Suppliers that have active spend that cannot be linked to a Contract in the [Contracts Register](https://procontract.due-north.com/Login/Login) will be blocked as non-compliant.
  6. Service Departments must ensure, specifically for high value, high-risk Contracts and where Contracts are registered on their Business Impact Analysis Form, a signed copy of the Contract:
     1. Is in the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome)
     2. Is on the Corporate Contract Register
     3. Has KPIs and regular reviews, both for performance and commercial elements; and
     4. Regular monitoring of Risk is carried out via the [Supplier Resilience Tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B073A1A77-E4A2-4238-9C1C-664FF9666E36%7D&file=Supplier-Resilience-Tool.xlsx&action=default&mobileredirect=true); and copies uploaded to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) and sent to Emergency Planning if on the BIA.
     5. Emergency Contact Details are held for any Emergency Planning on the BIA.
  7. It is recommended that Contract Managers use the [toolkits](https://enfield365.sharepoint.com/sites/intranetprocurement/SitePages/Contract-Management-resources.aspx) on the Procurement Services intranet site for Contract meetings and minutes to ensure all elements are covered.
  8. Social Value commitments in Contracts must be measured and monitored as this formed part of the evaluation criteria, specification and Contract.



# Contracts and Terms and Conditions – Rule 31

* 1. All Contracting Activity must have a written Contract setting out the terms and Conditions of agreement, in a form approved by Legal Services. Ideally this should be an LBE terms and conditions contract, or as minimum the Purchase Order Terms.
  2. Legal Services has developed [Contract Templates](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/SitePages/Contract-Templates.aspx) with standard terms and conditions which are available on the Legal Services intranet. For above Threshold Contract Legal Services must be instructed and will draw up these contracts. Please factor in sufficient time for Legal Services to develop the Contract. For below threshold Contracts officers are expected to self-service and read the accompanying user guides on the same site. Contracts must be ready at the time of going to the market for all Contracting Activity.
  3. Where Service Departments use the Purchase Order Terms, then a risk assessment must be carried out to ensure that the PO terms cover risk and Insurances. See Rule 20 for when the Purchase Order Terms can be used. For low value construction projects please use the Short Form Construction Agreement Template.
  4. Council Contracts should wherever possible be fixed price with no indexation uplifts. Where it is necessary to include uplifts, these must be in line with the Procurement Principles (CPI and no more than +3%). Where other indices are required these need to be agreed via the [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true) to Procurement Services prior to awarding the Contract.
  5. For Public Contracts over £5m as set out in Rule 32.3, a redacted copy of the Contract must be published within the timescales defined below.
     1. For Contracts that are Light Touch Services, before the end of the period of 180 days beginning with the day on which the Contract is entered into.
     2. Otherwise, before the end of the period of 90 days beginning with the day on which the Contract is entered into.
  6. In the limited circumstances where the Contract Templates are not appropriate (for example, call off Contracts from Framework Agreements, or construction Contracts) then Legal advice must be sought to ensure the Contract is in a suitable form.
  7. A signed copy of the Contract MUST be obtained for all Contracting Activity. All signed copies MUST be uploaded to the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) for reference.
  8. Officer must be aware that a Contract can be verbal or implied, or implied even if not formally signed.
  9. Electronic invoicing is implied, and every Contract entered by the Council must accept and process for payment an electronic invoice to the Council for payment.
  10. Payment terms are implied to be 30 days beginning with the day on which the invoice is received, except Concession Contracts and Schools Contracts, including sub-contractors.
  11. The Council publishes a Payment Compliant Notice twice a year details performance against 30-day payment terms. This report will include User Choice Contracts.

# Record Keeping – Rule 32

* 1. Keeping records of Contracts is vital and over the PA23 threshold as part of the regulations. For information on how long records should be kept please refer to the [Council’s Records Retention Schedule](http://enfieldeye/downloads/file/6072/document_retention_schedule).
  2. As a minimum, all documentation relating to the procurement project must be held on the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome). As this is part of the CPRs Service Departments will fail audits where this cannot be demonstrated.
  3. Ensure that awarded Contracts are registered on to the Corporate Contract register, by ‘promoting’ within the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome).
  4. If the Contract is over £500k then the legal department will need to hold the original of the Contract and must be executed under seal.
  5. Legal Services are responsible for the process of sealing the Contracts. The affixing of the common seal of LBE is attested by an authorised officer from Legal Services, whose signature will be seen as executing the Contract on behalf of the Council.  The Supplier must validly execute the Contract, and Legal Services should be consulted as to the appropriate execution clause’. The Supplier must affix its company seal, which must be attested by two directors or one director AND a company secretary.

# Prevention of Corruption – Rule 33

* 1. Officers must follow the [Councils Code of Conduct](https://enfield365.sharepoint.com/:w:/r/sites/intranethr/_layouts/15/Doc.aspx?sourcedoc=%7BF75A7049-A8E9-49FF-8643-C5850413233C%7D&file=Employee%20Code%20of%20Conduct.doc&action=default&mobileredirect=true). It is important that officers do not accept gifts or rewards from Suppliers or potential Suppliers that may be an inducement or where information may be imparted that may give advantage to a bidder over another bidder. This may include pricing or design specifications. Where an unfair advantage is given to a supplier, then they must be removed from the procurement process.
  2. The Council requires Members, employees and Suppliers working on its behalf to act with honesty and integrity always, when dealing with resources owned by the Council or those for which it is responsible. This includes the responsibility for ensuring that assets are safeguarded and that procedures exist within areas of their responsibility to prevent and detect fraud.
  3. The Council actively encourages the reporting of concerns about fraud and corruption through the [Council’s Whistle-Blowing Policy](https://enfield365.sharepoint.com/sites/intranethub/SitePages/Whistleblowing-Policy.aspx).
  4. High standards of ethical conduct are mandatory. Staff shall take steps to ensure that their behaviour could not lead to accusations of corruption. Corrupt behaviour will lead to dismissal and is a crime under the [Bribery Act 2010](http://www.legislation.gov.uk/ukpga/2010/23/contents) and Section 117 of the [Local Government Act 1972](http://www.legislation.gov.uk/ukpga/1972/70).
  5. Service Departments or Officer that have any concerns over fraud or corruption must raise this under the Councils [Council’s Whistle Blowing Policy](https://enfield365.sharepoint.com/sites/intranethub/SitePages/Whistleblowing-Policy.aspx).
  6. Suppliers are expected to act with integrity and not try to influence decision making or put undue pression on Council Officers. Suppliers can be Excluded for improper behaviour. See Rule 18 on Conflicts of Interest, and Rule 25 on Award Criteria.
  7. All hospitality, gifts or other inducements received must be recorded in the Service Department’s hospitality register.
  8. **Organised Crime****.**
  9. The Council needs to protect itself from organised crime. Where it is suspected that there is organised crime within the industry that a Service Department is procuring in, Procurement Services must be contacted, or the [Council’s Whistle-Blowing Policy](https://enfield365.sharepoint.com/sites/intranethub/SitePages/Whistleblowing-Policy.aspx) used, to inform management. Officers need to be aware of the [Council’s Anti-Money Laundering Policy](https://www.enfield.gov.uk/__data/assets/pdf_file/0024/25665/Anti-Money-Laundering-Policy-Your-council.pdf); and ensure that any procurement/Contract award does not have implications for money laundering.
  10. Areas to consider are:
      1. Construction
      2. Taxis
      3. Cleaning

# Grant Funding – Rule 34

* 1. All applications for grants must be in line with the Financial Regulations and must be recorded and reported to Finance to meet government regulations.
  2. Any Contracting Activity that is to be funded by grant funding is subject to these Rules, and if over the threshold, submitted for timely entry onto the Annual Procurement Plan, to ensure resources available to support the forthcoming procurement.

# IR 35 – Rule 35

* 1. In April 2017 the government introduced new taxation rules affecting those people who are self-employed Suppliers. It is important that officers or Service Departments letting a Contract for Services that IR35 is considered, especially if awarding the Contract to an SME or individual. Where the Rules are applied incorrectly the Council is liable to any miscalculation of tax.
  2. From October 2020, the Chief Executive has banned the use of Bloom and other similar arrangements. Use of any vendor neutral arrangement including Matrix MM must be via [Direct Award and Waiver Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B8C0B9991-997A-47B6-B404-723DFA262796%7D&file=Direct%20Award%20and%20Waiver%20Form.xlsx&action=default&mobileredirect=true), prior to any contact being let via this route.
  3. The Council has a policy of ensuring that all temporary staff are engaged through the Council’s Vendor Neutral Supplier (Matrix) unless agreed with Head of HR or Director of HR & OD. Staff must be engaged through recruitment or through the Council’s Vendor Neutral Supplier.
  4. Procurement must only be used to procure Services and not to provide individual staff members. Officers must refer to the [Principles of Managing Agency Workers](https://enfield365.sharepoint.com/:w:/r/sites/intranethr/_layouts/15/Doc.aspx?sourcedoc=%7BA319FF67-0936-4434-A971-DA79CEC54C50%7D&file=Principles%20of%20managing%20agency%20workers.docx&action=default&mobileredirect=true) and [IR35 HR guidance](https://enfield365.sharepoint.com/:w:/r/sites/intranethr/_layouts/15/Doc.aspx?sourcedoc=%7B16236929-B616-47F6-A4C5-9A445C766D0B%7D&file=Assessing%20IR35%20Status.docx&action=default&mobileredirect=true) before proceeding to procurement where IR35 may apply.
  5. Before commencing Contracting Activity, officers must first consider if the person carrying out the work is likely to fall within IR35 regulations, speak to HR or carry out the test.
  6. If the specification is based on a Job description or person specification, then this implies the role is inside IR35. Whether IR35 applies, should be ascertained at the point of identifying the business need. This way the Council can engage those operating outside IR35 in a compliant way. The evaluation process, therefore, should commence when the need for a resource has been identified and not a person (this is not needed if recruiting).
  7. It should be completed, where there is an understanding that the market for Contractors who typically operate via Ltd companies whose preference often is to work outside of IR35. Members of the HR team will be able to advise on the circumstances which this type of review may be necessary).
  8. The judging of status needs to follow the Councils Assessing IR35 Status guidance, to ensure Council guidelines and HMRC regulations are followed.
  9. Evaluating whether a role would be employment if an intermediary were not in place, is not clear cut. That is why HMRC have lost some of their own court cases. It is a matter of judgement against a set of criteria. There are certain factors that typically would make a role more akin to employment than a business-to-business arrangement and these have been extracted below. It is also useful to consider ‘the spirit’ of the regulations and the key tests. Specifically:
     1. **Control:** Will management control be exerted over the person performing the role or will they be asked to manage and control others.
     2. **Mutuality of Obligation:** Will the Authority feel obliged to pay the worker ‘for being present’ or will they be paid for work completed in the same way that a business is paid once a service had been delivered? Is there an implied sense of an on-going Contract for work beyond the scope of the assignment? Will the person performing the role feel obliged to turn up – even if there is a pause in the project?
     3. **Part and Parcel:** Is the person treated as ‘part and parcel of the organisation’ (e.g. would they be asked to represent the organisation externally, make decisions about budgets and finances, be the ‘go to person’ for other staff, be part of a published management structure, have a P.A. or assistant)?
     4. **Substitution:** Will the Authority accept a suitable substitute should an individual be unable to continue with the project for any reason?
  10. A questionnaire has also been included in the guide to help managers reflect on the ‘spirit’ of the regulations and make their final judgements.
  11. There is an online Employment Status Service (ESS) test that provides the view of HMRC on whether a worker on a specific engagement/Contract should be classed as employed or self –employed for tax purposes.
  12. Remember that the risk now sits with the Council, and we will be liable for any unpaid NI; therefore, if there is any doubt please speak to HR. <https://www.gov.uk/guidance/check-employment-status-for-tax>
  13. The employment check must be uploaded into the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) as evidence where a consultant/individual has been procured. This is particularly important where the Supplier is a Personal Service Company.

# Consultation – Rule 36

* 1. For Housing procurement Contracts the [Commonhold and Leasehold Reform Act 2002](http://www.legislation.gov.uk/ukpga/2002/15/section/164) (CLRA) may apply. Where applicable, officers must undertake the required consultation with leaseholders. Leaseholders can nominate Suppliers for inclusion on a tender list for specific, below PA23Threshold, procurement projects. Officers must liaise with Home Ownership Services to clarify the requirements under the CLRA before commencing with any procurement likely to affect leaseholders.
  2. For all other procurement’s officers shall ensure that where applicable consultation with stakeholders is undertaken within the appropriate period of the procurement process.

# TUPE

* 1. The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) protect employees where there is either business transfer or a service provision change as defined under TUPE.  Where the TUPE conditions are met, employment contracts will transfer over the new business owner/service provider.
  2. Officers must ensure that appropriate provisions are included in Contracts to deal with staff transfer at both entering and exiting the Contract and, irrespective of whether TUPE applies on entry, if there are employees eligible for Best Value Direction pension protection then the appropriate pensions provisions will also need to be included.  The [Contract Template](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/legal/Forms/AllItems.aspx?FolderCTID=0x0120007A34B4D14EA06948B462CD523C4B4A40&id=%2Fsites%2Fintranetlawandgovernance%2Flegal%2FLegal%20Precedents) contain suitable provisions to address TUPE.
  3. If TUPE is likely to apply, Officers must also ensure that relevant enquiries are made and necessary information is provided throughout the Contracting Activity, with advice being taken from Procurement and Legal Services, as well as Pensions Services where applicable.

# Supplier Creation and Paying Suppliers

* 1. Once a Contract is awarded to a Supplier, they MUST be set up for payment in the Purchase Order System (Neptune). Suppliers must be set up and Purchase Orders **raised prior to any commitment of work or invoices**. All Suppliers set up via Contracting Activity should be paid via a Purchase Order and not AP or Purchase Card. The Council is bound by the prompt payment regulations and must pay properly rendered invoices within 30 days.
  2. For Contracts over £30,000:
     1. Send the [Commercial Supplier Request Form](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B89FDC378-821B-4CF1-B4B4-201771C0172E%7D&file=Commercial%20Supplier%20Creation%20Form.xlsx&action=default&mobileredirect=true&web=1) through the Procurement System with the project Ref on the form for security.
     2. Email to [verdors@enfield.gov.uk](mailto:verdors@enfield.gov.uk) to expect the Supplier pack.
  3. Suppliers will not be set up unless the [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) project is fully completed. This is detailed in the [Procurement System guidance](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FLondon%20Tenders%20Portal%2FQuick%20Quote%20Guidance%2Epdf&parent=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FLondon%20Tenders%20Portal).
  4. For Contracts under £30,000.
     1. Complete the [Supplier request form](https://enfield365.sharepoint.com/:x:/r/sites/intranetAccountsPayableReceivable/_layouts/15/Doc.aspx?sourcedoc=%7BA6F776B4-D08A-4F04-A8E0-51D0AD5AC446%7D&file=Supplier%20Request%20Non%20QQ%20v2.4.xlsx&action=default&mobileredirect=true) (with start and end date of Contract) and send to Market.place@enfield.gov.uk.
     2. Attach quotation.
  5. Once the goods or Services specified in the Contract have been delivered or the term has come to an end, then the contact has ended. Where the spend exceeds the value of the procurement route the Supplier will be blocked and a new Procurement will be needed to unblock the Supplier.
  6. Additional Services or goods need to be procured or a Contract Modification executed EG; delivery of 5 training sessions. At the end of the 5 session the Contract has been delivered and any additional Services must be re-procured or extended if this is within Procurement Legislation.
  7. For the prevention of fraud, Suppliers that have not received a payment for over 14 months will be blocked, and a new procurement will be needed to unblock them.

# Procurement Activity Below £30,000

* 1. The portal must be used where the total cost of the Contract is £30,000 and above. The [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) can still be use below this where there is a need for transparency, to maintain a Contract on the register, or where a competitive process is taking place.
  2. When not using the portal, the following are still required:
     1. Written Specification.
     2. Contract (or use PO terms and conditions – if manages risk).
     3. Evaluation criteria (probably only price).
     4. Approval to procure and award.
     5. Signed Contract at the end.
  3. For audit purposes and management of Contracts after Contracting Activity, it is recommended that Service Departments create a space in the departmental shared folder to store information. Alternatively use any work management system to hold the information.

# Glossary Of Defined Terms

|  |  |
| --- | --- |
| Advertising | Where Request for Quotations and Tenders are advertised to the open market for opportunity. |
| Aggregation | Is the requirement to add together the estimated value of separate Contracts for meeting a single requirement. Procurement Legislation expressly prohibits the splitting of requirements into smaller units or orders to avoid the process relating to Public Contracts. |
| Annual Procurement Plan | Procurement plan for the financial year that sets out Contracting Activity, including Extensions & terminations. |
| [Business Impact Analysis Form/ BIA](https://enfield365.sharepoint.com/sites/intranetemergencyplanning/SitePages/emergencyplanning-businesscontinuity.aspx) | Business Continuity Form for Emergency Planning. |
| [Bribery Act 2010](http://www.legislation.gov.uk/ukpga/2010/23/contents) | Bribery Act 2010 |
| [Call off Contract](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-frameworks-html) | Contracts awarded under a Framework are referred to as Call off Contracts. |
| [Code of Conduct](https://enfield365.sharepoint.com/sites/intranethr/Shared%20Documents/HR%20Advisory/Misconduct/Employee%20Code%20of%20Conduct(APRIL%20219).pdf) | The Councils code of Conduct and how officers must carry out their duties in terms of conduct. |
| Concessions | A type of Contractual arrangement under which, rather than paying the Supplier to deliver a work or service, the Council grants the Supplier the right to exploit an opportunity and receive some or all of its income from third parties (e.g. the public), retaining the profit. |
| [Connected Person](Procurement%20Act%202023%20(PA23)) | A person in relation to a supplier is a person with significant control over the supplier (as set out in Companies House). A Director or shadow director, a parent undertaking or a subsidiary. See PA23 Schedule 6 for full description. |
| Consultation | A formal process to consult or discuss |
| Contract | An agreement between the Council and any other organisation, including another public authority, made by formal agreement or by issue of a letter of acceptance or official purchase order for Works, Goods or Services. |
| Contracting Activity | Any action, process of decision making that relates to the creation of a Contract for the supply of Goods, Services or Works. Including all elements of the sourcing cycle from market research, engagement, Tendering, evaluation, award, and Contract management to the end of the Contract term including Termination. |
| Contract Management | The management and monitoring of a Contract to ensure delivery and performance; including commercial elements and payments. |
| Contract Manager | Person responsible for the management of Council Contract to ensure delivery of performance and outcomes. |
| [Contract Management Framework](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit%2FContract%20management%20Guide%20May%202023%2Epdf&viewid=45e904f5%2Dc257%2D41ae%2D8ea9%2Ddf1862659f46&parent=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit) | The Councils Contract management framework, that sets out requirements for Service Departments to ensure that Contracts are effectively managed to deliver VFM. |
| [Contract Modifications](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B675A42CB-09E8-45C8-A620-741FC3FA6D46%7D&file=Contract%20Extension%20&%20Variation%20proforma.docx=&action=default&mobileredirect=true) | Change to a Contract, in either term, value or provision. |
| [Contract Templates](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/legal/Forms/AllItems.aspx?FolderCTID=0x0120007A34B4D14EA06948B462CD523C4B4A40&id=%2Fsites%2Fintranetlawandgovernance%2Flegal%2FLegal%20Precedents) | Standardised Contracts to be used by Service Departments and procuring officers that have been drawn up by Legal Services for the Contracting of Goods and Services (for Works, industry standard construction Contracts such as the JCT or NEC suite are generally used). |
| [Construction Procurement Guide](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BDEDF6BEA-E459-48AD-A220-0D58FB7D31D4%7D&file=Construction%20Procurement%20Guide.docx&action=default&mobileredirect=true) | Procurement Guide when procuring works. |
| [Convertible Contract](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-manage-phase/guidance-contract-modifications-html) | A Regulated Below Threshold Contract, that after modification has become a Public Contract, and therefore has become a Convertible Contract. |
| [Corporate Contract Register](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B13B9DA41-B0B5-4CD8-8BC6-F951B85618B1%7D&file=Contracts%20Register.xlsx&action=default&mobileredirect=true) | Corporate Register of Contracts held by Procurement Services within the [Procurement System](https://procontract.due-north.com/Login/Login). |
| [Council’s Constitution](https://governance.enfield.gov.uk/ecCatDisplay.aspx?sch=doc&cat=252) | Documents (s) that sets out how the Council is governed. |
| [Debarred Supplier](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-debarment-html) | Supplier that is on the Cabinets Office list of [Debarred](https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf) suppliers. |
| Directors | Executive Directors and Directors of Enfield Council. |
| [Direct Award](https://www.procurementpathway.civilservice.gov.uk/documents/procurement-act-2023/direct-award-in-special-cases) | Entering into a Contract where no competition has taken place. Either by using Special Cases, Framework without competition or waiver |
| [Dynamic Market](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-dynamic-markets-html) | Arrangement for the purpose of the Council awarding Public Contract by reference to Suppliers’ participation in the arrangements. |
| [Excluded & Excludable Suppliers](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html) | Supplier that can be excluded from a procurement in line with the discretionary or mandatory requirements for exclusion. |
| Exempted Contracts | Contracting Activity that is not covered by the Procurement Act 2023. |
| Extension | Facility to extend a Contract term. |
| Financial Regulations | Financial regulations forming part of the [Council’s Constitution](https://governance.enfield.gov.uk/ecCatDisplayClassic.aspx?sch=doc&cat=252&path=0); that set out financial management regulations for the council. |
| Framework Agreement | An agreement with Suppliers which sets out the terms and conditions under which specific purchases can be made throughout the term of the agreement and which where necessary has been Tendered in accordance with Procurement Legislation. |
| [Gateway Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B37EF935F-D7C3-4F01-AF7F-EE68DCDD420C%7D&file=Gateway%20Review%20Overview%20March%202023.docx&action=default&mobileredirect=true) | Report used as a ‘gateway’ in the Procurement Assurance Process at key stages of the procurement cycle. |
| Goods | Tangible products that can be consumable or non-consumable. |
| [Hamburg](https://www.gov.uk/government/publications/the-official-procurement-act-2023-e-learning/module-3-procurement-procedures) | Hamburg means Contract entered into between two or more contracting authorities with the aim of achieving common objectives in connection with the exercise of their public function and carried out in the public interest. |
| Health and Wellbeing Strategy | Council Policy to improve the health and wellbeing of staff and residents of the borough. |
| Health Services | Contracts that provide Services relating to health care provision but not social care. |
| [Horizontal Arrangement](https://www.procurementpathway.civilservice.gov.uk/documents/procurement-act-2023/para-3-horizontal-arrangements) | Contract or arrangement with another authority with the aim of achieving objectives the authorities have in common in connection with the exercise of their public functions, solely in the public interest. |
| [IR35 Rules](https://www.gov.uk/guidance/understanding-off-payroll-working-ir35) | HRMC regulations regarding working regulations and TAX for agency workers, interims and consultants. |
| [Key Decision](https://governance.enfield.gov.uk/mgListPlans.aspx?RPId=329&RD=0) | Council’s governance process for projects that meet the [Key Decisions](http://governance.enfield.gov.uk/mgListPlans.aspx?) criteria. |
| [Known Risk](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-manage-phase/guidance-contract-modifications-html) | Means:   * + - 1. Could jeopardise the satisfactory performance of the contract, but       2. Because of its nature, could not be addressed in the Contract as awarded and       3. Was identified in the Tender or Transparency notice for award, detailing a description of the risk and possibility of modification |
| Legislation | Legal regulations set out by the Government. |
| [Light Touch Services](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-plan-phase/guidance-light-touch-contracts-html) | The Services set out in the Procurement Regulations 2024 that cover areas in Schedule 1; namely Adult social care and other areas listed in schedule 1 of the Procurement Regulations 2024. |
| Local Supplier | Supplier that is based in the London Borough of Enfield as defined by Enfield Post Code. |
| [Modern Slavery Charter](https://party.coop/local/councillors/modern-slavery-charter/) | Charter signed by the Council to support the eradication of Modern Slavery; specifically, within the Council supply chain. |
| [Non-Key Officer Report](https://enfield365.sharepoint.com/:w:/r/sites/intranetlawandgovernance/_layouts/15/Doc.aspx?sourcedoc=%7B4F6DF736-B68E-4207-9B03-B32F57EB287A%7D&file=Non-Key-Officer-Decision-Report-Template.docx&action=default&mobileredirect=true) (NKOD) | Part of the [Reports Process for Non-Key Officer Decisions](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/SiteAssets/Forms/AllItems.aspx?id=%2Fsites%2Fintranetlawandgovernance%2FSiteAssets%2FSitePages%2FGovernance%2DGuidance%2FReports%2Dprocess%2DROD%2Dguidance%2Epdf&parent=%2Fsites%2Fintranetlawandgovernance%2FSiteAssets%2FSitePages%2FGovernance%2DGuidance&OR=Teams%2DHL&CT=1713349584540&clickparams=eyJBcHBOYW1lIjoiVGVhbXMtRGVza3RvcCIsIkFwcFZlcnNpb24iOiI0OS8yNDAzMTQxNDcxOCIsIkhhc0ZlZGVyYXRlZFVzZXIiOmZhbHNlfQ%3D%3D). Used for decisions between £100k and £499k. |
| [Notification](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B2FE0F8C4-94C0-42A2-9979-C26AE105909A%7D&file=Procurement%20Code.docx&action=default&mobileredirect=true) | A Notice placed in the public domain to notify the market of Contracting Activity to ensure Transparency. |
| [Novation](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BA9363A00-1135-40DF-9D17-2C16721B1365%7D&file=Contract%20Novation%20Pro-forma%20Jan%202025.docx&action=default&mobileredirect=true) | A Council Contract that is moved from one Supplier to another via corporate restructuring or similar. |
| [Open Framework](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-frameworks-html) | A scheme of frameworks that provides for the award of successive frameworks on substantially the same terms. |
| Operational Processes | Processes that are not set out in the CPRs but support the process of Contracting Activity and are operational in nature. |
| Performance Bond | A bond issued by an insurance company or a bank to guarantee satisfactory completion of a project by a Supplier. |
| Platinum or Gold Contract | Contract classified as Platinum or Gold that will be either high value, high risk, complex or all the aforementioned. See [Contract Management Framework](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit%2FContract%20management%20Guide%20May%202023%2Epdf&viewid=45e904f5%2Dc257%2D41ae%2D8ea9%2Ddf1862659f46&parent=%2Fsites%2Fintranetprocurement%2FShared%20Documents%2FContract%20Management%20Toolkit) |
| Price Quality Ratio | Award criteria set out in the Procurement Principles on the ratio of Price and Quality within a Tender. |
| [Procurement Act Thresholds.](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-thresholds-html)  [Procurement Threshold](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-thresholds-html) | Threshold set over which the Procurement Legislation applies. |
| [Procurement Act 2023 (PA23)](https://www.legislation.gov.uk/ukpga/2023/54/contents) | Procurement Legislation covering public procurement. |
| [Procurement Assurance Group (PAG)](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BA8F83063-E08F-4C36-A8F5-35985D3124CF%7D&file=Assurance%20Group%20Process%20Jan%202023.docx&action=default&mobileredirect=true) | Procurement Assurance Group, which oversees procurement assurance, and robust procurement governance is in place. |
| [Procurement Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B2FE0F8C4-94C0-42A2-9979-C26AE105909A%7D&file=Procurement%20Code.docx&action=default&mobileredirect=true) | Document that supports the CPR’s and sets out the processes and governance to be followed for all Contracting Activity. Provides more detailed information and links to supporting information to ensure compliance with these Rules. |
| Procurement Legislation | Procurement Legislation covering Public Contract requirements for England.   * [Procurement Act 2023](https://www.legislation.gov.uk/ukpga/2023/54/contents), Public Procurement Regulations 2024 and all subsidiary legislation issued under the Procurement Act 2023 * [Provider Selection Regime](https://www.england.nhs.uk/commissioning/how-commissioning-is-changing/nhs-provider-selection-regime/) * [Public Contract Regulations 2015](https://www.legislation.gov.uk/uksi/2015/102/contents) |
| [Procurement Principles](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B2FE0F8C4-94C0-42A2-9979-C26AE105909A%7D&file=Procurement%20Code.docx&action=default&mobileredirect=true) | Set of Principles set out to meet Council requirements and may change from time to time set out in this [Procurement Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B2FE0F8C4-94C0-42A2-9979-C26AE105909A%7D&file=Procurement%20Code.docx&action=default&mobileredirect=true). |
| [Procurement System](https://londonboroughofenfield.my.salesforce.com/?ec=301&startURL=%2Fvisualforce%2Fsession%3Furl%3Dhttps%253A%252F%252Flondonboroughofenfield.lightning.force.com%252Flightning%252Fo%252FUserAppMenuItem%252Fhome) | The Councils digital platform used for e-Tendering, Contract management and [Council’s Corporate Contract Register](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B13B9DA41-B0B5-4CD8-8BC6-F951B85618B1%7D&file=Contracts%20Register.xlsx&action=default&mobileredirect=true), used to meet legislative requirements. |
| [Property Procedure Rules](https://governance.enfield.gov.uk/documents/s42235/20131010PropertyProcedureRulesFINAL2.pdf) | Rules set out to manage property procurement and form part of the Constitution. |
| [Provider Selection Regime (PSR)](https://www.england.nhs.uk/commissioning/how-commissioning-is-changing/nhs-provider-selection-regime/) | Procurement Legislation covering Health Services Contracts which came into effect January 2024. A set of rules for procuring health care Services set out in the Health Care Services (Provider Selection Regime) Regulations 2023. |
| [Provider Selection Regime Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B3E68839C-1F2F-492B-A04A-D6C0B85D2B97%7D&file=Provider%20Selection%20Regime%20Code.docx&action=default&mobileredirect=true) | Document that supports the CPRs and sets out rules and operational processes in relation to the PSR. |
| [Public Contracts Regulations 2015](https://www.legislation.gov.uk/uksi/2015/102/contents) | Procurement legislation came into effect 2015. Only applied to Contracts let under this legislation. |
| Public Contract | A Contract of a kind specified in Procurement Legislation:  A contract with a value of not less than the Procurement Threshold and in not an Exempted Contract. |
| [Regulated Below Threshold Contract](https://assets.publishing.service.gov.uk/media/668bffb17541f54efe51bba1/Guidance_-_Below_Threshold_FINAL.pdf) | Contracts covered by the Procurement Act. Contracts let via Procurement Act 2023 which are below Threshold. |
| Quotation | A formal statement or promise usually submitted by a potential Supplier in response to a request for a quotation to supply specified Goods, Works or Services required by a purchaser at specific prices within a specific time frame. (A quotation should be distinguished from an Estimate, which is not a fixed price).  N.B. A Contract arises on acceptance of a quotation. Unless otherwise specified a quotation may be subject to the Supplier's terms and conditions of business and those terms and conditions become part of the Contract. Therefore, a request for quotations should specify that the quotation is subject to the Council’s terms and conditions. |
| [London Resilience Standards](https://www.londoncouncils.gov.uk/sites/default/files/Resilience%20Standards.pdf) | Resilience Requirements needed by the Council to mitigate risk in emergencies |
| [Schools Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B391FB5A4-3F8A-445B-9F6C-FD8D4F4A8E9D%7D&file=Schools%20Procurement%20Code.docx&action=default&mobileredirect=true) | Code setting out modifications within the Procurement Act 2023 for Schools. |
| Services | Services such as maintenance of equipment, transportation, consultancy, technical Services. etc. as defined by the Procurement Legislation. |
| Service Department.  The Service | Department or team within the Council, commissioning or carrying out Contracting Activity, who define the requirement and manage the Contract. |
| SME  (Small, Medium Enterprise) | Small and medium sized enterprise supplier as defined in section 123 of the Procurement Act 2023. |
| Special Service Vehicle | A **special purpose vehicle** (also referred to as an SPV) is a legal entity created for a limited purpose. It’s created by a parent or primary company to isolate financial risks. In other words, in the event a parent company were to go bankrupt, the **SPV company (which is essentially legally separate) will not be affected).** |
| [Standard Corporate Report Template](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/SiteAssets/Forms/AllItems.aspx?id=%2Fsites%2Fintranetlawandgovernance%2FSiteAssets%2FSitePages%2FGovernance%2DGuidance%2FReports%2Dprocess%2DROD%2Dguidance%2Epdf&parent=%2Fsites%2Fintranetlawandgovernance%2FSiteAssets%2FSitePages%2FGovernance%2DGuidance&OR=Teams%2DHL&CT=1713349584540&clickparams=eyJBcHBOYW1lIjoiVGVhbXMtRGVza3RvcCIsIkFwcFZlcnNpb24iOiI0OS8yNDAzMTQxNDcxOCIsIkhhc0ZlZGVyYXRlZFVzZXIiOmZhbHNlfQ%3D%3D) | [Standard Corporate Report Template](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/SiteAssets/Forms/AllItems.aspx?id=%2Fsites%2Fintranetlawandgovernance%2FSiteAssets%2FSitePages%2FGovernance%2DGuidance%2FReports%2Dprocess%2DROD%2Dguidance%2Epdf&parent=%2Fsites%2Fintranetlawandgovernance%2FSiteAssets%2FSitePages%2FGovernance%2DGuidance&OR=Teams%2DHL&CT=1713349584540&clickparams=eyJBcHBOYW1lIjoiVGVhbXMtRGVza3RvcCIsIkFwcFZlcnNpb24iOiI0OS8yNDAzMTQxNDcxOCIsIkhhc0ZlZGVyYXRlZFVzZXIiOmZhbHNlfQ%3D%3D) to be used for any decision that meets the KD threshold of expenditure/savings of £500k or more and/or has a significant impact on the community in two or more wards. Should also be used for all Portfolio decisions whether they are Key or Non-Key. |
| Supplier | A person/ company/legal entity that will provide Goods, Service or Works to the Council.  A bidder within a competitive process. |
| [Supplier Resilience Tool](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B073A1A77-E4A2-4238-9C1C-664FF9666E36%7D&file=Supplier-Resilience-Tool.xlsx&action=default&mobileredirect=true) | Tool used to ascertain the risk in the supply chain and the Supplier risk. |
| [Transparency](https://www.local.gov.uk/our-support/research-and-data/data-and-transparency/local-government-transparency-code) | Local Government Transparency Code relating to what is to be published in the public domain relating to Contracting Activity |
| Teckal Company | Is a specific type of entity used by Public Authorities to deliver local services without going through a competitive Tender Process. See Vertical & Horizontal arrangements. |
| Tender | A sealed bid submitted in response to an invitation to Tender, which invitation contains detailed information on requirements including a specification and terms and conditions. |
| [Termination](https://www.procurementpathway.civilservice.gov.uk/documents/procurement-act-2023/contract-termination-notices) | Where a Contract or procurement activity is stopped or ended (terminated). |
| The Council | London Borough of Enfield |
| Threshold | The value at which Contracting Activity must follow Procurement Legislation processes. |
| [Value for Money (VFM)](https://www.gov.uk/government/publications/the-official-procurement-act-2023-e-learning/module-1-scope-definitions-and-general-principles) | Value for Money (VFM) is a balanced judgement about finding the best way to use public resources to deliver policy objectives. |
| Variation | Any alteration, modification, addition to or deletion of any requirement of the Contract terms or specification. |
| [Vertical Arrangement](https://www.procurementpathway.civilservice.gov.uk/documents/procurement-act-2023/para-2-vertical-arrangements) | A Contract between a contracting authority and a person that is controlled by—   * + - 1. the contracting authority,       2. the contracting authority acting jointly with one or more other contracting authorities,       3. another contracting authority, where that authority also controls the contracting authority referred to in paragraph (a), or       4. another contracting authority acting jointly with one or more other contracting authorities, where the authorities acting jointly also control the contracting authority referred to in paragraph (a). |
| [Works](https://www.gov.uk/government/publications/the-official-procurement-act-2023-e-learning/module-1-scope-definitions-and-general-principles) | The outcome of building or civil engineering as defined under the Procurement Legislation. |

# Useful Documents

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| --- | --- |
| **Document** | **Supports** |
| [Sustainable procurement policy](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/Procurement%20Policy%20&%20Guidance/Enfield_Sustainable_Procurement_Policy.pdf)  [Sustainable procurement check list](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BDD722179-754E-4306-8995-9BEF1F7659E4%7D&file=Sustainable_Procurement_Check_List_may%202020.doc&action=default&mobileredirect=true&DefaultItemOpen=1) | Council Policy on Sustainable and Ethical Procurement. |
| [Checklist](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B7D4592E8-D4AB-4DDA-A5A4-C022BFF64022%7D&file=Procurement_checklist_2020.doc&action=default&mobileredirect=true&DefaultItemOpen=1) | Ensures that all elements of the procurement activity are carried out compliantly. This should be used to support all procurement activity. |
| [Contract Management Guidance](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B80A098B0-3D11-4FB4-B614-76771505108E%7D&file=Contract%20management%20Guide%202019.docx&action=default&mobileredirect=true) | Ensures that Contracts are managed effectively |
| [Procurement Quick Quote guidance](https://enfield365.sharepoint.com/:x:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7BE33B0C8D-E8CB-43D0-99B1-724B551A0C48%7D&file=Quick%20Procurement%20Guidance%202.xlsx&action=default&mobileredirect=true&DefaultItemOpen=1) | Helps guide you into what process to follow |
| [London Tenders Guidance](https://enfield365.sharepoint.com/sites/intranetprocurement/SitePages/procurement-ltp.aspx) | London Tenders Portal Guide. This is a step-by-step user guide for [PROCUREMENT SYSTEM](https://procontract.due-north.com/Login/Login). |
| [Equalities in Procurement Guide to Suppliers.](https://www.enfield.gov.uk/__data/assets/pdf_file/0021/20379/Equalities-in-procurement-suppliers-guide-Business-and-licensing.pdf)  [Fairer Enfield Policy](https://enfield365.sharepoint.com/sites/Intranetchiefexec/SitePages/Equality,-Diversity-and-Inclusion.aspx) | Equalities in Procurement guides to follow.  Enfield’s Fairer Enfield Policy |
| [Suite of Request for quotation documents](https://enfield365.sharepoint.com/sites/intranetprocurement/SitePages/procurement-selfservice%C2%A350k+.aspx) | Request for quotation pack to be used for self-service:  [Self-Serve Process Flow](https://enfield365.sharepoint.com/sites/intranetprocurement/SiteAssets/Forms/AllItems.aspx?id=%2Fsites%2Fintranetprocurement%2FSiteAssets%2FSitePages%2Fprocurement%2Dselfservice%C2%A325k%2B%2FSelf%2DServe%2DProcess%2D%2D6%2D%2Epdf&parent=%2Fsites%2Fintranetprocurement%2FSiteAssets%2FSitePages%2Fprocurement%2Dselfservice%C2%A325k%2B)​  [Specification Guidance & Template](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/Shared%20Documents/Procurement%20Policy%20%26%20Guidance/Specification%20Writing%20Guidance%20%26%20Template.docx?d=w81a9d4a1497e4a2e8fdfc994fba7406d&csf=1&web=1&e=Ko0g1i)​  [Invitation to quote (ITQ)](https://enfield365.sharepoint.com/sites/intranetprocurement/Shared%20Documents/ITQ%202023/Invitation%20to%20Quote%20(ITQ).docx?web=1)​  [Contract Templates](https://enfield365.sharepoint.com/sites/intranetlawandgovernance/legal/Forms/AllItems.aspx?FolderCTID=0x0120007A34B4D14EA06948B462CD523C4B4A40&id=%2Fsites%2Fintranetlawandgovernance%2Flegal%2FLegal%20Precedents%2FContracts%20Legal%20Precedents%20v%205&viewid=1c56929d%2D0865%2D493e%2Da9c6%2D6989f14e4fca)\* |

# Terminology Changes from PCR 2015

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| **Public Contract Regulations 2015 Terminology** | **Procurement Act 2023 Wording** |
| “In-scope procurement” | “Covered procurement” - Section 1 (1) (b)/ Section 11 (1) PA23 |
| “Prior Information Notice (PIN)” | “Planned Procurement Notice” – Section 15 (2) PA23 |
| “Contract Notice” | “Tender Notice” – Section 21 (2) PA23 |
| “Contract Award Notice” | “Contract Details Notice” – Section 53 (2) PA23 |
| “Standstill Notice” | “Assessment Summary” – Section 50 (4) PA23 |
| “Selection Criteria” | “Conditions of Participation” – Section 22 (2) PA23 |
| “Most Economically Advantageous Tender” | “Most Advantageous Tender” – Section 19 (2) PA23 |
| “VEAT Notice” | “Transparency Notice” – Section 44 (2) PA23 |
| “Further Competition” | “Competitive Selection Process” Section 46 (10) PA23 |
| “In-scope procurement” | “Covered procurement” |
| “Prior Information Notice (PIN)” | “Planned Procurement Notice” |
| “Contract Notice” | “Tender Notice” |
| “Contract Award Notice” | “Contract Details Notice” |
| “Standstill Notice” | “Assessment Summary” |
| “Selection Criteria” | “Conditions of Participation” |
| “Most Economically Advantageous Tender” | “Most Advantageous Tender” |
| “VEAT Notice” | “Transparency Notice” |
| “Further Competition” |  |
| “Central Purchasing Body” | “Centralised Procurement Authority” - Section 1 (4) PA23 |
| “Prompt payment report” (under Reg 113 PCR 2015) | “Payments Compliance Notice” - Section 69 (2) PA23 |
| “Below-Threshold Procurement” | “Regulated Below-Threshold contract” – Section 84 PA23 |
| “Award Decision Notice” | “Contract Award Notice” – Section 50 (4) PA23 |
| “Economic and Financial Standing” | “Legal and Financial Capacity” – Section 22 (1) (a) PA23 |
| “Technical and professional ability” | “Technical ability” - Section 22 (1) (a) PA23 ,Section 36(1)(b) & Section 85 |
| “Direct Award (under FA, not mini competition)” | “Award Without Competition” – Section 45 (4) PA23 |
| “Dynamic Purchasing System” | “Dynamic Market (in part)”- Sections 34 (8) & 35 (1) PA23 |
| “Evaluation Methodology” | “Assessment Methodology” – Section 23 (3) PA23 |
| “Modification Notice” | “Contract Change Notice” - Section 75 (3) PA23 |
| “Negotiated procedure without Notice” | “Direct Award” - Section 41 PA23 |
| “Pre-Market Engagement” | “Preliminary Market Engagement” – Section 16 PA23 |
| “Procurement Process/Procedure” | “Competitive Tendering Procedure” – Section 20 (2) PA23 |
| “Qualifying Organisation” | “Public Service Mutual” – Section 33 (6) PA23 |
| “Restricted Procedure/Competitive Dialogue/Competitive Procedure with Negotiation” | “Multi-Staged Procedure” – Para 146 Ex Notes |
| “Selection Stage” | “Participation Period”- Sections 54 (3) PA23 |
| “Supplier subject to Mandatory Exclusion” | “Excluded Supplier” - Section 57 (1) PA23 |
| “Supplier subject to Discretionary Exclusion” | “Excludable Supplier” - Section 57 (2) PA23 |
| “Tender Stage” | “Tendering Period” – Section 54 (5) PA23 |
| “Teckal/ In-House Contracts” | “Vertical Arrangement” – Schedule 2 PA23 |
| “Hamburg / Collaboration” | “Horizonal Arrangement” – Schedule 2 Part 1 Section 3(2) |
| *“Buyer Profile”* | “Pipeline Notice” – Section 93 (3) PA23 |
| “Invitation to Tender” | “Associated Tender Documents” – Section (4) PA23 |
| N/A | “Below-Threshold Tender Notice” - Section 87 (5) PA23 |
| N/A | “Conflicts Assessment” - Section 83 PA23 |
| N/A | “Contract Termination Notice” – Section 80 PA23 |
| N/A | “Convertible Contract” – Section 74 (1) PA23 |
| N/A | “Debarment List” – Section 62 PA23 |
| N/A | “Dynamic Market Notice” – Schedule 39 PA23 |
| N/A | “Preliminary Market Engagement Notice”- Sections 17 PA23 |
| N/A | “Procurement Termination Notice” – Section 55 PA23 |
| N/A | “Connected Person”, “Associated Person” “Subcontractor” |
| N/A | “Special Regime Contract” – Section 10 PA23 |
| N/A | “Treaty State Supplier” – Section 19 (3) PA23 |
| N/A | “Central Digital Platform” – Reg 5(2) PR24 |
| N/A | “Competitive Flexible Procedure” - Section (20(2)(b) PA23 |
| N/A | “Exempted Contract” - Sch 2 PA23 |
| N/A | “National Security Unit for Procurement” |
| N/A | “Open Framework Agreement” – Section 49 PA23 |

1. User Choice is where the service user, carer or representative chooses the Supplier. [↑](#footnote-ref-2)
2. Contracting Activity of £30k net of VAT. [↑](#footnote-ref-3)
3. Contracting Activity of £30k net of VAT. [↑](#footnote-ref-4)
4. \*The Procurement Legislation thresholds change regularly, so please refer to this Procurement Code or intranet pages for up-to-date figures. [↑](#footnote-ref-5)
5. \*The Procurement Legislation thresholds change regularly, so please refer to this [Procurement Code](https://enfield365.sharepoint.com/:w:/r/sites/intranetprocurement/_layouts/15/Doc.aspx?sourcedoc=%7B2FE0F8C4-94C0-42A2-9979-C26AE105909A%7D&file=Procurement%20Code.docx&action=default&mobileredirect=true) or intranet pages for current thresholds. [↑](#footnote-ref-6)