



# **CONTRACT PROCEDURE RULES**

**DRAFT VERSION 5**

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# **SECTION 1 – INTRODUCTION AND PURPOSE**

## **1.1 Primary Objectives**

These Contract Procedure Rules set out the procedures that the Council and all schools must follow when they procure Goods, Services and Works. They are minimum requirements – a more thorough procedure may be appropriate for a particular contract.

Procurement decisions are amongst the most important decisions a manager will make because the money involved is public money and the Council works towards ensuring that it provides high quality Goods, Services and Works. Efficient use of resources in order to achieve Value for money is therefore imperative.

For these reasons failure to comply with the Contract Procedure Rules when letting contracts may result in disciplinary action, and employees have a duty to report breaches of the Contract Procedure Rules to an appropriate senior manager, internal audit or the corporate anti-fraud team.

The rules have four primary objectives:

- (a) to ensure that the Council obtains Value for Money and fulfils the duty of achieving Value For Money as defined in Section 3 of the Local Government Act 1999.
- (b) to ensure that the Council complies with English and European law that governs the procurement of Goods, Services and Works.
- (c) to establish tendering procedures which protect Members and Officers of the Council from any allegation of acting unfairly or unlawfully.
- (d) to ensure that any risks associated with entering into the contract are assessed as part of the procurement process.

These Contract Procedure Rules form part of the Council's Constitution.

## **1.2 Procurement Strategy**

The Procurement Strategy is a separate document that sets out the Council's strategic approach to procurement. The principles contained in the strategy should be applied to all procurement activity. Consideration of the strategy is compulsory and should be read in conjunction with these Contract Procedure Rules.

All authorities are required to secure continuous improvement in the way that functions are carried out, having regard for a combination of efficiency, economy and effectiveness. Effective procurement is crucial in securing high quality, Value For Money public services and the Government has highlighted the development of a clear procurement strategy as a key step towards delivering the demanding efficiency targets in the 2004 Spending Review.

The Procurement Strategy also emphasises the importance of socially responsible procurement, assessing whole life costs and social, environmental and economic impact. Socially responsible procurement covers economic regeneration, sustainability and environmental management, and lastly equality and diversity.

Value For Money and efficiency targets will not be achieved if the Council fails to approach competition positively, taking full account of the opportunities for innovation and genuine partnerships which are available from working with others in the public, private and voluntary sectors. Importantly, the strategy seeks to balance two priorities:

- Delivering efficiencies and quality
- Socially responsible procurement, engaging with local and regional suppliers to promote the local economy and taking account of the social and environmental impact of spending decisions

The strategy provides a corporate focus for procurement. It embraces the Council's commitment to strategic procurement and sets out the Council's aspirations. More detail on procurement processes and issues to enable delivery of this strategy are contained in the Contract Procedure Rules and by requesting further information from the corporate Procurement Team.

### **1.3 Scope of Contract Procedure Rules**

1.3.1 These rules apply to all procurement by the Council unless expressly excepted under these Rules, or subject to a Waiver (Appendix A and B).

1.3.2 If there is any relevant change to English or European law, which affects these rules then that change must be observed until these rules can be revised. If these rules conflict in any way with English or European law then that legislation takes precedence.

1.3.3 The Officers authorised to award Contracts on behalf of the Council will have delegated powers issued by their respective Executive Directors. Refer to the relevant Scheme of Delegation.

1.3.4 The Director of Finance and Business Strategy holds a list of those Officers authorised to award contracts and place orders over specified values. Refer to the Scheme of Financial Delegations.

### **1.4 Executive Director and Director Responsibilities**

1.4.1 Executive Directors and Directors are responsible for ensuring that all staff in their departments are aware of the existence and content of the Contract Procedure Rules and that they comply with them in order to ensure Value For Money.

1.4.2 Where a consultant or external contract is employed to undertake any procurement function, which might otherwise be undertaken by a direct employee of the Council, the individual(s) concerned must act in accordance with these Rules and must be made aware by the appropriate Officer of this requirement.

### **1.5 Officer Responsibilities**

1.5.1 The Officer responsible for purchasing must comply with these Rules, the Financial Regulations and all UK and European Legislation in force in England.

- 1.5.2 The Officer responsible for the Contract must comply with the Council's Code of Conduct and the Council's Anti-Fraud & Corruption Strategy and must not invite or accept any gift or reward in respect of the award or performance of any Contract.
- 1.5.3 The Officer must not let a Contract or place an Order unless Cabinet or the relevant Portfolio Holder has approved the budget involved or they are identified as a specific item in the approved Capital Programme, and sufficient funds have been allocated to or are available in the relevant budget. Key decisions related unapproved budget items (over £100,000 for revenue or over £500,000 for capital) require Cabinet approval. Depending on the size and nature of the Contract, there may be a requirement for the final outcome of the procurement to be presented back to the Portfolio Holder or Cabinet.
- 1.5.4 The Officer must comply with current guidance provided by the Procurement Team and the principles of the Council's Procurement Strategy. Details of the strategy are available on the intranet under Business Development/Procurement.
- 1.5.5 The Officer must establish if an existing Approved Contract exists in the SAP system before seeking to let another contract. The Approved Contract must be used unless there is an overriding reason why not. The Procurement Team must approve the letting of another Contract.
- 1.5.6 The Officer must consult with the Procurement Team prior to commencing any procurement activity where the contract value is anticipated to be greater than £50,000.
- 1.5.7 The Officer must also ensure that Agents acting on their behalf also comply. Any Agents working on the Council's behalf must complete a Declaration of Interest form.
- 1.5.8 When any Council employee may be affected by any transfer arrangement in connection with the letting of a Contract, the Officer must ensure that s/he considers relevant issues including the Transfer of Undertakings (Protection of Employment) Regulations (TUPE) and that advice is obtained from the Procurement Team, Human Resources and Legal Services before proceeding with the procurement.

## **1.6 Procurement Team Responsibilities**

Officers must seek advice and clarification from the Procurement Team when they need assistance in complying with or interpreting the Contract Procedure Rules. Further details, including contact details, templates for tendering and procurement tips are available on the intranet under Business Development/ Procurement.

## **SECTION 2 – PROCEDURE BY VALUE OF REQUIREMENT**

### **2.1 General Principles**

- 2.1.1 Obtaining Value For Money is an underlying principle, although the complexity of the procurement procedures that must be followed will vary according to the value and risk.
- 2.1.2 The value of the procurement is defined as the total anticipated contract/purchase value and this will be determined by either:
- (a) the Total Value of the Goods, Services or Works if a one off purchase;
  - (b) the total contract value over the full duration of the contract (not just the annual value). When the contract duration is indeterminate the value will be the monthly estimated cost x 48;
  - (c) for Framework Contracts the Call Off Contracts with no guaranteed commitment the contract value will be the estimated value of call off's over the full duration of the contract.
- 2.1.3 A summary of the process and responsibilities can be found on the back page of this document at Appendix E as well as being available on the intranet under Business Development/Procurement.

### **2.2 Call Off from existing Approved Contracts**

- 2.2.1 Where the requirement can be satisfied from an existing Approved Contract (details are available on the intranet under Business Development/Procurement) then the Order will be considered an exception to these rules as long as the call off arrangements defined within the individual contract are followed.

### **2.3 Low Value Transactions**

- 2.3.1 Defined as transactions valued at or below £1,000 that cannot be obtained via an existing Approved Contract.
- 2.3.2 Whilst obtaining Value For Money remains the primary objective, multiple Requests for Quotations need not be obtained provided compliance with this objective can be demonstrated.
- 2.3.3 One Written Quotation must be obtained before any Order is processed in SAP and this must specify:
- (a) The Goods, Services or Works to be supplied;



- (b) Where and when they are to be supplied;
- (c) The value of the order or commitment;
- (d) The terms and conditions (Payment terms will be defined when the supplier is added to SAP).

## **2.4 Intermediate Value Transactions below the Formal Tender Threshold**

- 2.4.1 Defined as transactions for Goods, Services and Works valued at over £1,000 but below £50,000, where the transactions cannot be carried out using an existing Approved Contract.
- 2.4.1 The criteria for selecting the most advantageous quotation must be established before the Written Quotations are invited.
- 2.4.3 At least 2 comparable Written Quotations must be sought for values between £1,001 and £5,000 and 3 comparable Written Quotations for values between £5,001 and £50,000.
- 2.4.4 In exceptional cases where less than the required potential suppliers can be identified, seek approval to proceed using the Waiver Request Form.
- 2.4.5 Consider Value For Money i.e. not only price, but also the impact of Whole Life Cost and service levels when evaluating quotations.

## **2.5 High Value Transactions**

- 2.5.1 Defined as transactions for Goods, Services or Works valued at or over the formal tender threshold of £50,000 but below the relevant current EU Threshold. The receipt of 3 tenders is required under this category of spend.
- 2.5.2 Where possible, SAP eTendering will be used for all tenders over £50,000 to reduce administration and improve governance.
- 2.5.3 The formal tender process applies as set out in Section 3 of these rules and the Procurement Team is to be consulted on all such transactions.
- 2.5.4 The Procurement Team must be notified of planned contracts with a value of over £50,000, to allow inclusion in the Annual Procurement Plan report and to schedule workloads within the team to enable support.

## **2.6 Transactions over EU Threshold**

- 2.6.1 Defined as intended purchases for Goods, Services and Works valued at over the EU Threshold, except specific exemptions made in Part 1B or the EU Legislations, e.g. Health and Social Care Services. To ensure governance, however, contract the Procurement Team on all Procurements over the EU Threshold, for advice on the applicability of the EU Legislation.
- 2.6.2 Where the anticipated Total Value of the contract exceeds the EU Threshold published on 31 January each year (at January 2006 £144,459 for Supplies and Services, £3,611,474 for Works), then the formal advice of

- the Procurement Team must be sought prior to any tendering activity commencing. At least four tenders must be received.
- 2.6.3 The Procurement Team must be notified of planned contracts with a value over the EU Threshold, to allow inclusion in the Council's Forward Plan report and to schedule workloads within the team to enable support.
- 2.6.4 All EU Notices will be published centrally by the Procurement Team and sufficient time must be built into the planning process for requirements, subject to EU Procurement Rules. Information on the EU timescales is available on the intranet under Business Development/Procurement.
- 2.6.5 There are several procedures which can be followed under EU legislation. The procedure most often used is:
- The Restricted Procedure under which potential suppliers will complete a pre-qualification questionnaire. This should be evaluated with regard to financial and technical standards relevant to the contract in order to draw up a shortlist – of the suppliers to be invited to submit a full tender. The full tender is then evaluated against the Specification and Pre Determined Objective Selection Criteria for the contract.
- 2.6.6 Any procurement subject to the EU procurement procedures must comply strictly with those procedures.
- 2.6.7 The Procurement Team will report periodically on all contracts let with a value of over £50,000, to the Corporate Management Team and relevant Portfolio Holder, who may refer to full Cabinet.

## **2.7 People First service contracts for individuals**

- 2.7.1 Adult Social Care and Children's Social Care Contracts for beds, places or services may be Block Contracts or Spot Contracts. The Directors of Adult Social Care and Children's Social Care will seek to maximise the use of Block Contracts where this represents Value for Money for the Council. The following provisions shall apply to Adult Social Care and Children's Social Care contracts:
- (a) Contract Procurement Rules 2.3, 2.4, 2.5 (in relation to tender procedures and formation of contract) shall not apply to Spot Contracts. However, when negotiating Social Care Contracts officers must comply with the principles of obtaining Value for Money, and promoting local services and service user choice where practicable.
  - (b) Contract Procurement Rules 2.3, 2.4, 2.5 (in relation to tender procedures and formation of contract) shall not apply to Block Contracts in cases where it is evident that there is a shortage of service providers locally that can provide the service or where services are being developed with a specific provider or the provider is the sole provider of that particular service. However when negotiating Social Care Contracts officers must comply with the principles of obtaining Value for Money, and promoting local services and service user choice where practicable. All Block Contract decisions will be documented in a template which will be formulated and agreed with the Procurement Team.

- (c) The Directors of Strategy, Adult Social Care and Children's Social Care may award all Spot and Block Contracts, which shall be reviewed at least annually to ensure that the service provided continues to meet the needs of the service user and continue to represent Value for Money.

## **2.8 SAP System**

- 2.8.1 From September 2006, SAP is the procurement system for Goods, Services and Works across the Council. It will not be possible to place orders with suppliers that have not been entered on the SAP system, subsequent to a procurement exercise conducted in line with the guidance in Section 2. New suppliers will be created in the SAP system on completion of the new supplier set up authorisation form (Appendix D).
- 2.8.2 Purchase Orders must be raised in SAP in advance of incurring expenditure, enabling payment by BACS. Officers can also use a Purchasing Card for low value purchases such as a travel ticket. Where no other options are available, Officers may use their own resources and claim back the expenses via the payroll. When claiming reimbursement of expenditure, all claims must be supported by a valid VAT receipt (credit/debit card receipts alone are not acceptable). [Note: this is still under consultation with the Union – not yet approved]
- 2.8.3 Harrow standard payment terms are thirty days after date of receipt of invoice, although discounts can be negotiated with suppliers for earlier payment.

## **SECTION 3 – COMMON TENDERING PRINCIPLES**

### **3.1 Declaration of Interests**

- 3.1.1 If it comes to the knowledge of a Member or an Officer of the Council that a contract in which he or she has a pecuniary or other significant interest has been or is proposed to be entered into by the Council, he or she shall immediately notify their line manager and make an entry in the Register of Interest which is kept by named individuals in each of the Directorates. Appropriate action will be taken to remove any risk generated by the interest, which may include withdrawal from involvement in the procurement process.

### **3.2 Creation of Approved Lists of Suppliers**

- 3.2.1 The use of and process for establishing and maintaining Approved Lists of suppliers for tenders or quotations under the EU Threshold must be approved by the Procurement Team Prior to the creation of the list.
- 3.2.2 The list and short listing criteria must be reviewed at least annually and re-advertised at least every three years and in the case of social care, at least every five years.

### **3.3 Tendering via an Approved List of Suppliers**

- 3.3.1 Invitations To Tender must be invited from suppliers on the Approved List according to guidelines in Section 2. If there are less than the required number of potential Tenderers on the Approved List then either a public advertisement must be placed (see Section 3.6) or in exceptional cases, approval sought via the Waiver process.
- 3.3.2 The selection of potential tenderers from the Approved List, including OGC Approved Lists such as Catalyst, must be made using Pre Determined Objective Selection Criteria that must be documented.

### **3.4 Partnership Arrangements**

- 3.4.1 The Council recognises that the Government has encouraged partnership between local authorities and other public, private and voluntary sector organisations as a way of providing more flexible and cost effective services. Harrow is an active member of the London Centre of Excellence (LCE), the West London Alliance and Pan London and via these and other collaborations with external bodies, Officers are encouraged to engage in consultation, share good practice and learn from previous experience.
- 3.4.2 Any joint procurement arrangement with other local authorities or public bodies including membership or use of Purchasing Consortia must be approved by the Procurement Team and Legal Services prior to the commencement of any procurement on behalf of the Council.
- 3.4.3 Officers must continue to work with existing main suppliers to develop good working relationships to enhance service provision.

### **3.5 Engagement of Consultants**

- 3.5.1 Any consultant used by the Council shall be appointed in accordance with these Contract Procedure Rules.
- 3.5.2 The Engagement of Consultant architects, engineers and surveyors or other professional consultants including Counsel is subject to completion of a formal letter, contract of appointment or brief.
- 3.5.3 Consultants must provide evidence of and maintain professional indemnity policies to the satisfaction of the relevant Executive Directors and Directors for the periods specified in the respective agreement. The minimum level of indemnity recommended is £1m per occurrence or series of occurrences arising out of the same incident.
- 3.5.4 All consultancy contracts must be reported to the Procurement Team using the template attached at Appendix C.

### **3.6 Working with Small Businesses, the Voluntary and Community Sectors**

- 3.6.1 The National Procurement Strategy was jointly published by the Office of the Deputy Prime Minister (ODPM) and the Local Government

Organisation (LGA) in 2003. The Strategy seeks for Councils to achieve community benefits through procurement, by actively engaging with a diverse range of suppliers including small businesses, the voluntary sector and community organisations.

- 3.6.2 Small and Medium-sized Enterprises (SME's) are a powerful engine for economic growth and are a crucial part of the economy, as it has been recognised that small businesses can provide Value for Money in procurement both by engaging with small businesses directly and via subcontracting.
- 3.6.3 The Council has confirmed this commitment by signing up to the Small Business Friendly Concordat. Officers are required to comply with the guidance available on the intranet for including and working with SME's (Business Development/Procurement/Small Business Friendly Concordat).
- 3.6.4 Additionally, a Local Compact with the voluntary and community sector was signed in May 2004. When developing commissioning strategies and inviting tenders, consideration must be given to the potential for the voluntary sector to undertake the work and any artificial barriers preventing voluntary organisations from winning contracts to provide services must be removed.

### **3.7 Pre Qualification Questionnaire or Tendering via a Public Advertisement**

- 3.7.1 Where a large number of suppliers are expected to respond to advertising, potential suppliers will complete a Pre Qualification Questionnaire. This should be evaluated with regard to financial and technical standards relevant to the contract in order to draw up a shortlist – the suppliers on the shortlist are then invited to submit a full tender. The full tender is then evaluated against the specification for the contract and preset evaluation criteria.
- 3.7.2 An advertisement must be placed for all requirements via the Tender Portal and where required, in the local press or relevant trade journal for all requirements over £50,000. (Advertising on the portal will be automatic when using the SAP eTendering process) In addition current suppliers can be contacted to advise of the tender advertisement.
- 3.7.3 Wherever practically possible, non EU Notices must specify a time limit of not less than 10 working days, within which interested parties must express their interest in tendering.
- 3.7.4 Establish and publish the criteria for short listing in the Pre Qualification Questionnaire and where possible in the advertisement.
- 3.7.5 After the expiry of the advertised time limit, invitations to tender must be dispatched to interested parties from the expressions of interest.

### **3.8 Pre-Tender Market Research and Consultation**

- 3.8.1 The Officer responsible for the procurement may consult potential suppliers prior to the issue of the Invitation to Tender in general terms about the requirement, provided this does not prejudice any potential supplier.

## **3.9 Specification**

- 3.9.1 The complication of the Specification is the responsibility of the service area issuing the tender. The Specification must be compiled before any procurement activity is started. The accuracy of the Specification is critical to the management of the delivery and performance of the contract.
- 3.9.2 The Specification for the requirement must be adequate and fair to allow tenders to be sought i.e. mention of branding must be avoided in the Specification where possible, e.g. pen and not “Biro”. Wording such as “equal and approved” can also be used where absolutely necessary.

## **3.10 Tender Preparation**

- 3.10.1 Templates of tenders are available from the Procurement Team and on the Procurement Intranet site.
- 3.10.2 The correct number of suppliers must be invited to tender, unless there is overriding business or legal justification that this is not required and in these circumstances a Waiver must be sought.
- 3.10.3 The Specification and evaluation criteria must take into account the Council’s priorities regarding Health and Safety, Quality Management Systems, Insurances, Equality and Diversity and Sustainable Procurement.
- 3.10.4 The Officer must ensure that all significant Health and Safety implications of the contract have been assessed to ensure legal and policy compliance. Advice from the Procurement or Safety Team must be sought as appropriate.
- 3.10.5 The Officer must ensure that the procurement process and outcome complies with equality and diversity legislation and Council requirements. It is a statutory requirement for Officers to ensure race equality in procurement processes, however the Council also requires all other aspects of diversity to be considered both in respect of fair access to the Councils procurement processes and the potential contractor’s commitment to equality and diversity in its workplace.
- 3.10.6 There must be an assessment of the quality of both Tenderers and tenders by pre determined non-discriminatory evaluation criteria and weightings, including Whole Life Cycle Cost where appropriate.
- 3.10.7 The risks associated with the contract must be assessed in accordance with the corporate Risk Management Process. Further information on the Risk Management Process is available on the intranet under Business Development/Risk Management.
- 3.10.8 A tender file must be maintained to record all matters associated with the tender, in order to comply with audit requirements.
- 3.10.9 The standard terms and conditions which apply must be stipulated. Where it is proposed that a form of contract be used, which does not adopt the

Council's Approved Standard Terms (including Industry Standard Terms) Legal Services must approve the use of such form.

- 3.10.10 The tender must explain how information provided in the tender will be treated with regard to statutory requirements, including the Freedom of Information Act requirements.
- 3.10.11 Non EU Threshold Tenderers must be given adequate time to respond, consistent with the level of complexity of the requirement and, except where the industry norm is otherwise, this must be a minimum of 15 working days.
- 3.10.12 In cases where the SAP eTendering process is not used, the Invitation to Tender must request that the tender is submitted to the Officer in a plain envelope or package bearing a tender label giving only the recipient Officer's name, address, tender title and opening date. The tender label must not identify the name of the tenderer.
- 3.10.13 Tenderers must be required to hold their tenders open for acceptance for a minimum of 90 days from the date of opening.
- 3.10.14 Tenders must include a statement that the Council does not bind itself to accept the lowest tender or any other tender.

### **3.11 Clarification**

- 3.11.1 Questions received from suppliers on the Pre Qualification Questionnaire of the Invitation to Tender must be documented and responses must be distributed to all tendering suppliers, excluding details on who requested the clarification.
- 3.11.2 After receipt of Pre Qualification Questionnaire or Tenders, should further clarification be required of the suppliers, the same process is to be followed to ensure equity in the process. All queries must be documented and form part of the audit trail.

### **3.12 Receipt of Tenders**

- 3.12.1 Every reply to an Invitation to Tender (not processed via the SAP eTendering Process) must be addressed to the recipient Officer at the relevant address.
- 3.12.2 Tenders submitted by fax or e-mail will not be considered.
- 3.12.3 Tender packets or envelopes received must be date stamped and locked away until the specified time for their opening.

### **3.13 Tender Opening**

- 3.13.1 The tendering Officer and a senior professional or management level Officer must be present during the opening of the tender and at least one such Officer must not be from the directorate responsible for the purchase.

- 3.13.2 The Officer must ensure that all Tenders are opened at the same time when the period for their submission has ended.
- 3.13.3 A record of the tenders must be logged on the Tender Control Form.
- 3.13.4 The opened tenders must be date stamped and signed by the two Officers at the time of opening on the page containing the overall contract value, alternatively on the pages containing the price information, where no overall value is quoted.
- 3.13.5 Tenders that are received after the closing date or tenders that are not submitted in accordance with these Rules are to be disqualified unless it is agreed otherwise by the Procurement Team.
- 3.13.6 Written records must be stored for six years (twelve years if the contract is under seal) after the final settlement of the contract. However, documents which relate to unsuccessful candidates may be disposed of confidentially after six months from award of contract, provided there is no dispute about the award.

### **3.14 Errors in Tenders**

- 3.14.1 The arithmetic in compliant tenders must be reviewed. If errors or omissions are found, the tenderer can be contacted to clarify specific items. Any such communication and any corrections must be recorded on the tender file.

### **3.15 Tender Evaluation**

- 3.15.1 Tenders must be assessed in accordance with the pre-determined evaluation criteria and weightings. It is good practice to issue evaluation criteria and their relative weightings with the Invitation to Tender. In the case of EU tenders, this is mandatory.
- 3.15.2.1 Evaluation criteria must not include non commercial considerations, matters which discriminate against suppliers under the regulations or matters which are non-commercial within the meaning of the Local Government Act 1988, such as the contractor's involvement in irrelevant fields of government policy. Further guidance on this can be obtained from Legal Services.
- 3.15.3 Officers must ensure that all statutory requirements are included as evaluation criteria, e.g. the inclusion of the contractors commitment to race equality (in line with the Race Relations Act Amendment 2000). The Councils diversity requirements must be evaluated along with the statutory requirement.
- 3.15.4 The results of the tender evaluation must be retained on the tender file.
- 3.15.5 A Supplier Financial Health Check must be requested from the Procurement Team for all contracts with an anticipated value of over £100,000, excluding Spot Contracts in social care.



### **3.16 Post Tender Clarification**

- 3.16.1 Post tender clarifications impacting price may only be entered into if the tender documents provided advance notice of this intention and the appropriate Service Director has provided written approval for clarifications to be entered into.
- 3.16.2 Clarifications shall be conducted by a team of at least two Officers, at least one of whom shall be from the Procurement Team, unless agreed otherwise in advance by the Procurement Team such as in instances where this is not industry practice.
- 3.16.3 Clarifications shall be conducted with all Tenderers, unless there are clear reasons for excluding one or more Tenderers.
- 3.16.4 Full, written records must be made and retained.

### **3.17 Award of Contracts**

- 3.17.1 A Contract or Service Level Agreement must only be awarded by an Officer so authorised according to the Scheme of Delegations.
- 3.17.2 All Contracts awarded must be recorded on the SAP Contract Database, by ensuring that all relevant information is forwarded to the Procurement Team. Where tenders have been conducted on the SAP eTendering system, this will not be necessary.
- 3.17.3 For contracts awarded under the EU procurement rules, Officers must allow a mandatory minimum standstill period of 10 calendar days between notification of award decision and entering a contractually binding agreement. It is most important therefore that the notification of award decisions is neither a contract award nor a conditional award which may need to be discarded in the event of a challenge within the standstill period.
- 3.17.4 A summary of contracts awarded with a value of over £50,000 will be provided quarterly by the Procurement Team to the Corporate Management Team and the Overview and Scrutiny Committee.

### **3.18 Notification of Unsuccessful Tenderers**

- 3.18.1 Following contract award, unsuccessful Tenderers must be notified in writing.
- 3.18.2 Under EU legislation, suppliers are entitled to a debrief. This will include details of why the supplier was unsuccessful and the characteristics and relative advantages of the successful supplier, as appropriate. Details must also be provided on how the award criteria were applied.
- 3.18.3 Confidentiality of Quotations, Tenders and the identity of Tenderers must be preserved at all times. Information about one tender response must not be given to another Tenderer.

### **3.19 Waivers and Exceptions**

- 3.19.1 Only in exceptional circumstances, full compliance with the Contract Procedure Rules can be dispensed with, by means of a Waiver and in accordance with these Rules. Where the Contract exceeds the EU Threshold, the Council has no powers to waive EU rules.
- 3.19.2 In cases where the Officer has followed the procurement procedure, but for reasons beyond control the correct number of compliant tenders has not been received, and due to practicalities such as time constraints or market limitations, a re-tender cannot be conducted, the Officer must complete a Waiver form and authorisation is only required from the Director of Finance and Business Strategy or the Group Manager Procurement, or their nominated deputies.
- 3.19.3 The list of specific exceptions is set out in Appendix A.
- 3.19.4 A “Waiver Request Form” can be found at Appendix B and when a Waiver is sought, a reference number must be requested from the Procurement Team, who maintain a register of Waivers, and the Waiver must be submitted for consideration to the Procurement Team, once authorised by the relevant Director of Executive Director.
- 3.19.5 The Procurement Team will ensure that a decision on a request for a Waiver is made within 5 working days of receipt of the relevant form or earlier if there is any urgency.
- 3.19.6 The Procurement Team will either approve or reject Requests for Waivers or refer them to the appropriate Portfolio Holder for determination.
- 3.19.7 If the Waiver is approved, the Waiver form will be endorsed and returned to the relevant Officer with a copy retained by the Procurement Team. All approved Waivers are reported on to both the Corporate Management Team and the Overview and Scrutiny Panel on a regular basis.
- 3.19.8 Any exceptions granted for more than a year must be reviewed annually and either reconfirmed or amended by the Officer who initiated the Waiver.

## **SECTION 4 – CONTRACT AND OTHER FORMALITIES**

### **4.1 Contract Documents**

- 4.1.1 All contracts must be in writing. Where the contract is of a non complex nature and is for values of up to £50,000, the use of a Purchase Order is an acceptable form of contract, which must make reference to the Quotation and terms agreed including completion dates, discounts agreed, etc.
- 4.1.2 Every Contract over £50,000 must be in writing and, as a minimum, state clearly:
  - (a) the names of parties

- (b) the term of the contract
- (c) the Goods, Services or Works to be supplied under the Contract
- (d) the contract price and payment arrangements
- (e) that the supplier may not sub-assign or sub-contract without prior written consent
- (f) any Insurance requirements
- (g) duty to comply and help the Council to comply with equality and diversity legislation
- (h) a right of access to relevant documentation and records of the contractor for monitoring and audit purposes, if relevant;
- (i) pricing mechanism and arrangements for payment, including the payment profile
- (j) rights of termination
- (k) any specific legislative or other requirements related to the contract
- (l) where the contract involves access to vulnerable adults or children, a requirement that the contractor's and any sub-contractor's staff have up to date Criminal Records Bureau and other relevant checks
- (m) any other matter relevant to the particular contract

4.1.3 The formal advice of the Procurement Team (who may refer to Director of Legal Services or the Director of Finance and Business Strategy) must be sought prior to award for the following contracts:

- (a) where the Total Value exceeds £50,000
- (b) those involving leasing arrangements
- (c) those which are complex or involve a recognisable risk
- (d) where it is an extension or variation to an existing contract that will bring the overall value over £500,000
- (e) where invoice payments are made to finance or factoring companies
- (f) where it is proposed to use the supplier's own terms (not recommended)
- (g) any other non-routing contracts where the Officer considers it appropriate

4.1.4 Written records must be kept for six years (twelve years if the contract is under seal) after the final settlement of the contract. However, documents which relate to unsuccessful candidates may be disposed of confidentially after six months from award of contract, provided there is no dispute about the award.

4.1.5 Where contracts are awarded to suppliers new to the Council, the supplier will have to be added to the SAP system. The completion of the "New Supplier Set-up / Amendment Authorisation" (Appendix D) will facilitate the process. Any changes to supplier details must also be forwarded to the Procurement Team on the "New Supplier Set-up / Amendment Authorisation" (Appendix D) form.

## 4.2 Contract Formalities

4.2.1 Agreements must be completed as follows:

TOTAL VALUE	METHOD OF COMPLETION	AUTHORISED BY
Up to £50,000	Signature Use of Purchase Order in SAP/Written Contract for complex requirements	<£10,000 – Managers, Team Leaders <£25,000 – Service Managers <£50,000 – Group Managers in line with the approved policies and activities of the Council and provided there is adequate budget provision
Over £50,000, but under £100,000 where sealing is not appropriate	Signature on Written Contract, Purchase Order in SAP	<£100,000 – Group Manager Higher, Directors, Executive Directors in line with approved policies and activities of the Council and provided there is adequate budget provision
Over £100,000, but under £500,000	Sealing, Purchase Orders in SAP	Chief Executive (refer to Finance Scheme of Delegations) in line with the approved policies and activities of the Council and provided there is adequate budget provision
Over £500,000	Sealing, Purchase Order in SAP	Chief Executive (refer to Finance Scheme of Delegations) in line with the approved policies and activities of the Council and provided there is adequate budget provision

4.2.2 All contracts for the supply of Goods, Services and Works must be concluded before the supply begins.

4.2.3 In exceptional circumstances and with the prior approval of the Procurement Team and Legal Services a letter of intended acceptance can be issued to allow works or services to commence in advance of contract completion.

4.2.4 Signature

- (a) The Officer responsible for signing the contract must have been granted the appropriate written delegated authority and ensure that the person signing for the other contracting party has authority to bind it.
- (b) In the case of contracts for commissioning of care services, where the Total Value of the contract is not known, the Officer responsible must have been granted appropriate written delegated authority to enter into commissioning contracts.

4.2.5 Sealing

A contract must be sealed where:

- (a) the Council wishes to enforce the contract for more than six years after its end (e.g. for land or construction works, some social care contracts); or
- (b) the Director of Legal Services advises that it should be sealed to protect the Council
- (c) where required by parties to the agreement
- (d) where the Total Value is expected to exceed £100,000

Where contracts are sealed, the affixing of the Council's seal must be attested by or on behalf of the Director of Legal Services. The Director of Legal Services is responsible for the process of sealing contracts.

### **4.3 Bonds and Parent Company Guarantees**

4.3.1 The Officer responsible for the contract must consult Corporate Finance about whether a Parent Company Guarantee or Performance Bond is necessary when:

- (a) a potential supplier is a subsidiary of a parent company and the award is based on an evaluation of the parent company, and the Total Value exceeds £250,000; or
- (b) there is concern about the financial stability of the subsidiary supplier.

4.3.2 The Council must never give a bond.

### **4.4 Prevention of Corruption**

4.4.1 The Officer responsible for the contract must comply with the Council Code of Conduct and the Council's Anti-Fraud & Corruption Strategy and must not invite or accept any gift, reward or benefit in respect of the award or performance of any contract.

4.4.2 All contracts must contain an appropriate clause that provides protection and the right to terminate the contract in the event of a supplier offering any inducement, committing fraud or committing an offence under the Prevention of Corruption Acts.

## **SECTION 5 – CONTRACT MANAGEMET**

### **5.1 Managing Contracts**

5.1.1 All contracts over the value of £50,000 and those of a complex nature below this value must have a designated contract manager whose name must be notified to the Supplier.

5.1.2 The Contract Manager is responsible for monitoring the performance of the contractor during the life of the contract. This will ensure that service standards are maintained and that the contractor is complying with the Specification and contract terms. Quarterly monitoring is recommended, including all contract users and stakeholders. Monitoring must include but not be restricted to performance, compliance, cost, statutory requirements,

user satisfaction, equalities requirements, health and safety factors and risk management.

- 5.1.3 All price increases (above those written into contracts) requested by suppliers must be referred to the Procurement Team for advice. Increases agreed within Purchasing Consortia, e.g. West London Alliance must also be discussed with the Procurement Team.
- 5.1.4 Be aware that if you deviate from the detailed specification you will be varying the terms of the contract. Consider who has authority to make such a variation. Any such variation must be written down and use the change control procedure identified in the contract. Check with the Procurement Team or Legal Services before agreeing to changes.

## GLOSSARY OF DEFINED TERMS

<b>“Agent”</b>	A supplier or consultant employed to act on behalf of a Council Officer
<b>“Annual Procurement Plan”</b>	A plan identifying major projects so that appropriate resources can be identified. It also provides a basis for PINs and other information provided to suppliers to give advance notice of tendering opportunities.
<b>“Approved Contract”</b>	A Contract that has been created in accordance with the Contract Procedure Rules for call off or use by the Council. A list of Contractors can be found on the SAP Contracts database. If in doubt whether a Contract is approved or not, contact the Procurement Team.
<b>“Approved List”</b>	A pre-approved list of suppliers selected by their completion of a Pre Qualification Questionnaire which meets the Council’s requirements.
<b>“Approved Standard Terms”</b>	Includes industry standard terms and templated terms and conditions set up for use by the Council.
<b>“Block Contracts”</b>	Contracts usually relevant to People First where a number of beds, places or services is provided by the contractor at pre-agreed pricing schedules, to which the Council may refer users over the contract period.
<b>“Call off Contract”</b>	Contract that covers a list of defined products or services where the price structure is defined and the contract is listed as an Approved Contract on SAP.
<b>“Chief Officer”</b>	The Officers defined as such in the Constitution.
<b>“Code of Conduct”</b>	The code regulating conduct of Officers contained within the Council’s Constitution
<b>“Constitution”</b>	The document setting out the procedures under which the Council operates and how decisions are made.
<b>“Contract”</b>	Any legally binding agreement between the Council and another party usually but not exclusively involving payment by the Council for Goods, Works or Services.
<b>“Contract Procedure Rules”</b>	The rules required in accordance with section 137 of the Local Government Act 1972.
<b>“Engagement of Consultants”</b>	Any use of professional help in supporting deliverables. Refer to the Protocol for the use of Consultants published on the Procurement Intranet site and attached at Appendix C.

<b>“EU Notice”</b>	Notice posted in the Official Journal of the European Union. Includes a Prior Information Notice, a Contract Notice or a Contract Award Notice.
<b>“EU Threshold”</b>	The financial threshold above which EU public procurement directives must be applied if expected to be exceeded by the Total Value. Details are available on the intranet under Business Development/Procurement. The Threshold changes on 1 January each year and is £144,371 for Goods and Services and £3,611,319 for works as at 31 January 2006.
<b>“Executive Director”</b>	The executive directors from time to time of the Urban Living, Business Development, People First and Chief Executives Directorates of the Council.
<b>“Financial Officer”</b>	The most senior Officer representing the Executive Director (finance) or designated by him to provide financial advice to the Chief Officer.
<b>“Financial Regulations”</b>	The Financial Regulations as approved by the full Council and set out in the Constitution.
<b>“Framework Contract”</b>	A Contract where the overall terms and conditions are agreed but the cost of each call off varies dependent upon the requirement. This is limited to a maximum term of 4 years under EU Regulations.
<b>“Goods”</b>	Any goods to be supplied by the Supplier (or Supplier’s sub-contractor) under the Purchase Order or Contract as specified by the Specification.
<b>“Industry Standard Terms”</b>	Specific terms or conditions which are relevant only to the Goods or service being purchased, or the industry sector or market within which the Contract will operate.
<b>“Insurance”</b>	The Supplier shall maintain employers and public liability insurance cover with a reputable insurance company to the satisfaction of the Council and with minimum indemnity limits per occurrence of £10,000,000 and £5,000,000 respectively. In addition, at the request of the Council, the Supplier may be required to maintain professional indemnity cover with a minimum indemnity limit of £1,000,000 per occurrence. Proof of cover will be produced before the Contract is completed and at any time on demand by the Council including the policy and evidence of premium payment.
<b>“Intermediate Value Transaction”</b>	Transactions for Goods or Services valued at over£1,000 but under £5,000 where the transaction cannot be carried out using an Approved Contract.
<b>“Invitation to Tender”</b>	Invitation to Tender (ITT) documents in the form required by Contract Procedure Rules.



<b>“Low Value Transaction”</b>	Transactions valued at or below £1,000 that cannot be obtained via an existing Approved Contract.
<b>“Members”</b>	The elected representatives of the Council.
<b>“Officer”</b>	A person with appropriate delegated authority to act on the Council’s behalf.
<b>“Parent Company Guarantee”</b>	A Contract which binds the parent of a subsidiary company as follows: If the subsidiary company fails to do what it has promised under a Contract with the Council, they can require the parent company to do so instead.
<b>“Partnership Arrangements”</b>	Contract arrangements (including PPP and PDI) where the Council seeks to develop a relationship with a supplier based on partnership principles with a supplier thereby sharing the costs and risks involved.
<b>“Performance Bond”</b>	An insurance policy: If the contractor does not do what it has promised under a Contract with the Council, the Council can claim from the insurer the sum of money specified in the Bond (often 10% of the Contract value). A Bond is intended to protect the Council against a level of cost arising from the Contractor’s failure.
<b>“PFI”</b>	Private Finance Initiative
<b>“Portfolio Holder”</b>	The Cabinet Member with executive responsibility for a particular Contract.
<b>“PPP”</b>	Public Private Partnership
<b>“Pre-determined objective selection criteria”</b>	The factors that will be assessed as part of the selection for tender short listing or final evaluation. These are normally basked up by a scoring mechanism and guidelines to enable an objective assessment. These are mandatory in the Invitation to Tender documents for tenders over the EU Threshold.
<b>“Procurement Intranet Site”</b>	Intranet site for the Procurement Team that contains details of procurement best practice and supporting documentation and forms. This information is available on the intranet under Business Development/Procurement.
<b>“Pre Qualification Questionnaire”</b>	The questionnaire usually sent to suppliers who express an interest in tendering for Contract which seeks details and information about their technical , financial and organisational ability to perform the Contract.
<b>“Procurement Strategy”</b>	Defines the overall approach to procurement related activity for the Council.

<b>“Procurement Team”</b>	The Procurement Team is responsible for supporting the Council in its procurement activity. Details of specific responsibilities are detailed on the Intranet site under Business Development/Procurement.
<b>“Purchasing Cards”</b>	A Corporate Purchasing Card has been introduced for the purchase of low value Goods, Works or Services. Full details relating to the use of the card can be found on the Finance Intranet site.
<b>“Purchasing Consortia”</b>	Purchasing Consortia exist to maximise the value to its members of the products or services which they purchase by working with each other and with suppliers to reduce the variety of products and services and consolidate the amount purchased by the member authorities and sharing of procurement expertise.
<b>“Purchase Order”</b>	The mandatory order created in the SAP system for Goods, Works or Services. More details can be found in the Finance Regulations.
<b>“Quotation”</b>	A quotation of price and any other relevant matter (without the formal issue of an ITT).
<b>“Risk Management Process”</b>	The Audit and Risk Management Group support the Council in identifying areas of risk. Details of the corporate process can be found on the intranet under Business Development/Risk Management.
<b>“SAP Contract Database”</b>	Database of current and proposed Contracts held in SAP.
<b>“Scheme of Delegation”</b>	The Scheme of Delegations cover responsibilities in terms of Contract authorisation, the inputting and authorisation of information into SAP etc.
<b>“Services”</b>	Means the services to be provided as specified in the Specification and shall, where the context so admits, include any materials, articles or goods to be supplied there under.
<b>“Service Level Agreement”</b>	An agreement specifying the levels of service to be attained under a Contract for Services
<b>“Specification”</b>	The document usually attached as a schedule to the Contract specifying in detail the Council’s precise requirements relating to the Goods, Services or Works.
<b>“Spot Contract”</b>	One-off contracts meeting an individual users needs, or contracts where a number of beds, places or services are provided by the contractor without pre-agreed prices, such prices to be agreed upon each referral of a user over the contract period.

<b>“Supplier Financial Health Check”</b>	A financial risk assessment of the finances of Company, parent or group of organisations in order to establish their liquidity, profitability, stability and capability to support a Contract of the value required. The Procurement Team is able to provide a health check on potential suppliers.
<b>“Tenderers”</b>	Organisations who have been invited to submit a tender to the authority.
<b>“Tender Control Form”</b>	The form to be filled in at the time of tender opening and completed prior to recommending a tender for acceptance.
<b>“Tender Portal”</b>	To be found on the Harrow Internet site, where potential suppliers can view details of and register interest in forthcoming tender requirements of the Council. A list of Harrow businesses is also available on this site.
<b>“Total Value”</b>	<p>The whole of the value or estimated value (in money or equivalent value) for a group of similar commodities or services:</p> <ul style="list-style-type: none"> <li>• whether or not it comprises several lots or stages across the Council as a whole</li> <li>• whether or not it is to be paid or received by the Council or a Discrete Operational Unit within the Council.</li> </ul> <p>The Total Value shall be calculated as follows:</p> <p>(a) where the Contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period;</p> <p>(b) where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions in the coming 12 months;</p> <p>(c) where the Contract is for an uncertain duration by multiplying the monthly payment by 48;</p> <p>(d) for feasibility studies: the value of the scheme or Contracts which may be awarded as a result;</p> <p>(e) for nominated suppliers and sub-contractors: the Total Value shall be the value of that part of the main Contract to be fulfilled by the nominated supplier or sub-contractor;</p> <p>(f) where an in house service provider is involved, by taking into account redundancy and similar/associated costs.</p>
<b>“Value for Money”</b>	Improvements in the combination of Whole Life Costs and the quality that meets the user’s requirements. They will be secured as a result of positive action of staff involved in commercial transactions.

<b>“Waiver”</b>	An exception from strict compliance with Contract Procedure Rules granted in accordance with section 1.3 and Appendices A and B of the Rules.
<b>“Whole Life Cost”</b>	Whole Life Costing is a technique to establish the total cost of ownership. It is a structured approach that addresses all the elements of this cost and can be used to produce a spend profile of the Goods, Work or Service over its anticipated lifespan.
<b>“Works”</b>	Means the work or works to be provided as specified in the Specification.
<b>“Written Quotation”</b>	Must be a firm offer capable of acceptance in letter, fax or email and must be addressed personally, contain pricing information and delivery details. Printouts of catalogues are not written quotations.

## General Exceptions from Contract procedure Rules

These Contract Rules all to all Goods, Services and Works purchased by the Council, with the following exceptions:

- (a) Procurement of Goods, Services or Works where the procurement procedure to be followed by the Council is the subject of express legislation.
- (b) Goods, Services or Works procured in an emergency because of a need to respond to events that were beyond the control of the Council (e.g. natural disasters such as flooding or fires) as long as any expenditure is raised as a Purchase Order in SAP and for any expenditure in excess of £5,000, a Waiver is completed within 3 working days and the Director of Financial and Business Strategy is informed. Any contract entered into by the Council under this Waiver must not be for a term of more than 6 months.
- (c) Contracts for the acquisition and disposal of land or property that are covered by a separate regulation.
- (d) Contracts of employment for staff.
- (e) Call off or orders placed against corporate Contracts or Framework Contracts where the procedures defined in the Contract for call off are followed.
- (f) Grants, but only where subject to the requirements of the Council's agreement with the voluntary sector as approved by Cabinet.
- (g) The disposal of Council assets that are covered by a separate regulation
- (h) Framework Contracts let in compliance with these Contract Procedure Rules by Purchasing Consortia of which the Council is a member, e.g. West London Alliance, London Contracts and Supplies Group, London Housing Consortium.

**Waiver Request Form**

Ref No: [Please contact Procurement Team for a Waiver No]

**HARROW COUNCIL**

**[DIRECTORATE]**

**CONTRACT PROCEDURE RULE 3.19**

**WAIVING OF CONTRACT PROCEDURE RULE [Insert 2.3/2.4/2.5]**

**NATURE OF WORK/SUPPLIES:**

**APPROVAL TO WAIVE CONTRACT PROCEDURE RULE(S) [Insert 2.3/2.4/2.5]**

(See users guide overleaf or Contract Procedure Rules)

The above contract procedure rule cannot be complied with for the following reasons(s):

- 1.
- 2.
- 3.
- 4.

Accordingly, I submit the following alternative method of entering into a contract on this occasion only: [Officer to specify nature of intended contractual relationship with supplier].

By entering into a contract with:-

*[Company Name]*

*[Address Details]*

Contract Value *[Insert]*

*(Where the extension of an existing contract is being sought, state value of existing contract and how procured).*

Officers Signature:

Officer's Name: *[Insert Name]*

Officer's Title: *[Insert Title]*

Date: *[Insert Date]*

I am satisfied that it is in the best interests of the Council to enter into a contract for the above work despite non compliance with the Contract Procedure Rule(s) detailed above and in accordance with CPR 3.19, I authorise the placing of a contract for the work.

\_\_\_\_\_ Executive Director **OR** Director\*

**AND**

\_\_\_\_\_ Director of Financial & Business Strategy **OR**  
Group Manager Procurement\*

\_\_\_\_\_ Date

**\*Note:** In cases where the Officer has followed the procurement procedure, but for reasons beyond control the correct number of compliant tenders has not been received, and due to time constraints or market limitations, a re-tender cannot be conducted, the Officer must complete a Waiver form and authorisation is only required from the Director of Finance and Business Strategy or the Group Manager, Procurement or their nominated deputies.

**PLEASE NOTE THAT OFFICERS MAY NOT AUTHORISE A WAIVER OF CONTRACT PROCEDURE RULES ONCE THE CONTRACT HAS BEEN ENTERED INTO.**

**YOU WILL NEED TO DEMONSTRATE THAT THE COUNCIL OBTAINS VALUE FOR MONEY AND THOSE GOODS/SERVICES/WORKS ARE NECESSARY AND APPROPRIATE.**

Guide to user:- This waiver document must be used with **any** clause in the Contract Procedure rules has not been complied with. *(Please consult the Contract Procedure Rules – Section 3 and Appendix E for more detailed information).*

This waiver will be given a reference number and the project registered by the Procurement Team. Once signed by any of the Officers named above the waiver **MUST** be retained and the register updated as required by the Procurement Team.

***Two copies of this waiver document must be signed and dated by the authorising Officers. The Officer seeking the waiver must retain one copy and forward one copy to the Procurement Team.***

**The Corporate Management Team and the Overview and Scrutiny Committee will review the waiver register periodically.**

## Protocol for the engagement of Consultants /Interim Managers

This form will be used to track the use of Consultants across the Council. This process will provide detailed management information:

- Usage, Projects completed and ongoing
- Annual spend and funding details
- Deliverables (Outputs and Outcomes)
- Compliance with Contract Procedure Rules
- Project delivery, on time and to budget
- Consultants performance
- Opportunities for collaboration

This proforma will not be required if you have procured staff via Eden Brown, Pertemps or ASAP. The Council currently gets detailed management information on this expenditure.

### Definitions:

The term “Interim Manager”

1. Contracts for the provision of a person with particular expertise to assist the Council by working as a member of the Council’s team responsible for a certain task.

The term “Consultant”

2. Management consultancy contracts in which the consultant undertakes to provide to the Council, advice, guidance and operational assistance services, or coordination and supervision services of resources in preparing, running and completing a project on behalf of the Council.

### Procurement Process:

Refer to the Contract Procedure Rules to select the procurement route. In choosing the current procurement route please be mindful that the scope of the project is clearly understood to avoid challenge if specification changes, or an increase in the overall cost of the project.

If you need any help in completing the proforma please contact the Procurement Team.



## Proforma – Engagement

**Reason for requirement:**

Please describe the context – e.g. links to other initiatives

**Define duties:**

Please set out briefly the objectives of the role (use bullet points)

**Will this work be required within other public sector organisations:****Measures of success**

Please use bullet points

**Supplier Details:**

Company Name  
Address  
Contact Name  
Phone Number  
Email

**Location of work:****Reporting to:**

Please detail the person responsible for the specification if different

**Reporting format**

Please set out key milestones

**Start date:****Completion date:****Duration of contract:****Hours per day:**

<b>Services Procured by:</b>	Tenders	<input type="checkbox"/>	Quotes	<input type="checkbox"/>
<b>Charges:</b>	Fixed charge	£	Day rate	£
<b>Fixed per diem:</b>	Per day	£	Mileage Rate – per mile	£0.
<b>Other costs to project:</b>  Please set out the cost profile of the engagement (break down in phases if appropriate)				
<b>Will the Terms &amp; Conditions be?</b>	Council's	<input type="checkbox"/>	Supplier's	<input type="checkbox"/>
<b>Additional Comments:</b>				
<b>Group Manager</b>				
<i>Unique No:</i>	<i>Print Name</i>	<i>Extension No</i>	<i>Department:</i>	<i>Date:</i>
<b>Director or Executive Director</b>				
<i>Signed:</i>	<i>Print Name</i>		<i>Date</i>	
<b>Group Manager Procurement or Director of Finance &amp; Business Strategy</b>				
<i>Signed:</i>	<i>Print Name:</i>	<i>Date:</i>	<i>Ref No</i>	
<b>Portfolio Holder (if over £100,000)</b>				
<i>Signed:</i>	<i>Print Name</i>		<i>Date</i>	
<b>Evaluation and Review:</b>				
<i>Completed by:</i>			<i>Date</i>	

## Equal Opportunities Monitoring Information

We ask for your cooperation in providing the following information. The Council monitors its Recruitment and Selection process to assess the effectiveness of our Equal Opportunities Policy. The information given will be in strict confidence and will be used only in the monitoring exercise, which will help to achieve equality of opportunity in the Council's employment.

**I consider my ethnic origin to be: (Tick appropriate box)**

### Asian or Asian British

Bangladeshi

Indian

Pakistani

Asian Other

  
  
  


### Black or Black British

African

Caribbean

Black Other

  
  


### Chinese or other Ethnic Group

Chinese

Any other Ethnic Group

  


### Mixed

White & Black African

White & Black Asian

White & Black Caribbean

Mixed Other

  
  
  


### White

British

Irish

White Other

### Gender

Female

Male

  
  

  


### Disability

The following question on disability is designed to enable us to assess what action we might take to offer positive employment opportunities for people with disabilities.

If you consider that you have a disability i.e. a physical or mental impairment which has a substantial or long term (at least 12 months) adverse effect on your ability to carry out normal day to day activities, including depression, diabetes, dyslexia, epilepsy, cancer. This information will assist us assessing the impact of policies and procedures on people with disabilities.

Do you have a disability?

Yes

No

If yes, please describe how the disability affects you. Further please state if there are any particular arrangements you would like us to make to assist you.

### Age (tick appropriate box)

16 – 17

18 – 19

20 – 24

25 – 29

30 – 34

35 – 39

40 – 44

45 – 49

50 – 54

55 – 59

60 – 64

65 +

## APPENDIX D

PROCUREMENT NEW SUPPLIER SET-UP/AMENDMENT AUTHORISATION				
<b>NEW SUPPLIER SET UP AUTHORISATION</b>	<input type="checkbox"/>	<b>SUPPLIER AMENDMENT AUTHORISATION</b>	<input type="checkbox"/>	
<b>Supplier Name:</b>				
<b>Supplier Number:</b>				
<b>Phone Number:</b>				
<b>Address:</b>				
<b>Postcode:</b>				
<b>Contact Name:</b>				
<b>Phone Number:</b>				
<b>Fax:</b>				
<b>E-mail address for SAP orders:</b>				
<b>E-mail address for SAP remittance advices:</b>				
<b>Bank Address:</b>				
<b>Sort Code:</b>				
<b>Account Number:</b>				
<b>SAP Payment Terms:</b>				
<b>Sap Payment Terms</b>	Harrow Standard Terms: 30 days payment terms from the date the invoice is received by Harrow Council	<input type="checkbox"/>	Other (please specify) e.g. 15 days with a 1.5% discount negotiated for earlier payment	<input type="checkbox"/>
<b>*Description of Goods/Services/Works:</b>				
<b>Goods/Services Procured by:</b>	Tender	<input type="checkbox"/>	Quote	<input type="checkbox"/>
<b>Is this purchase?</b>	One-off	<input type="checkbox"/>	Ongoing	<input type="checkbox"/>
<b>Spend?</b>	Fixed cost	£	Annual	£
<b>Local supplier</b>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<b>SME/BME/Voluntary Organisation</b>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<b>Ethnicity</b>	White British	<input type="checkbox"/>	White Irish	<input type="checkbox"/>

	Other White	<input type="checkbox"/>	Mixed Black & White Caribbean	<input type="checkbox"/>
	Mixed White and Black African	<input type="checkbox"/>	Mixed White and Asian	<input type="checkbox"/>
	Other Mixed	<input type="checkbox"/>	Indian	<input type="checkbox"/>
	Pakistani	<input type="checkbox"/>	Banglad-Eshi	<input type="checkbox"/>
	Other Asian	<input type="checkbox"/>	Caribbean	<input type="checkbox"/>
	African	<input type="checkbox"/>	Other Black	<input type="checkbox"/>
	Chinese	<input type="checkbox"/>	Other Ethnic Group	<input type="checkbox"/>
<b>Will the Terms &amp; Conditions be the?</b>	Council's	<input type="checkbox"/>	Supplier's	<input type="checkbox"/>
<b>Department Manager</b>				
<i>Unique No:</i>	<i>Print Name</i>	<i>Extension No</i>	<i>Department:</i>	<i>Date:</i>
<b>Procurement (Ext. 5249)</b>				
<i>Signed:</i>		<i>Print Name</i>	<i>Date</i>	
<b>Additional Comments:</b>				

**\*Note:** Construction Industry Suppliers can only be set up upon seeing the CIS Cardholder (CIS4 & CIS6 CARDS) or in respect of CIS5 Cards, an original letter from the company will suffice (faxed or photocopies not acceptable – Inland Revenue regulations)

## APPENDIX E

### Contract Procedure Rules Summary

<b>Contract Value</b>	<b>Quotation/Tender Process</b>	<b>Responsibility</b>	<b>Contract Documentation</b>	<b>Approval</b>
Goods, services and works using an existing Approved Contract	Follow call-off procedure in contract	Service Area	Follow call-off procedure in contract	Authorised Officer (refer Scheme of Delegation)
Goods, services and works up to £1,000	Obtain 1 written quotation prior to issue of Purchase Order	Service Area	Issue Purchase Requisition	Authorised Officer (refer Scheme of Delegation)
Goods, services and works between £1,001 and £5,000	Obtain 2 written quotations prior to issue of Purchase Order	Service Area	Issue Purchase Requisition	Authorised Officer (refer Scheme of Delegation)
Goods, services and works between £5,001 and £50,000	Obtain 3 written quotations prior to issue of Purchase Order	Service Area	Issue Purchase Requisition	Authorised Officer (refer Scheme of Delegation)
Goods, services and works between £50,001 and Goods and Services EU Threshold (£144,371)	Obtain at least 3 written tenders prior to issue of Purchase Order. Procurement Team to be consulted for all tenders >£50,000	Service Area/ Procurement Team/ Legal Services	Written contract, complete under seal as appropriate	Authorised Officer/Legal Services (refer Scheme of Delegation). Unapproved expenditure/capital require Portfolio Holder/Cabinet approval as they will be Key Decisions
Goods, services and works over £144,371 and not except from EU Legislation EU Thresholds: Goods & Services - £144,371 Works - £3,611,319	Obtain at least 4 written tenders. Formal review with Procurement Team required prior to proceeding. All EU Notices to be published centrally by Procurement Team.	Service Area/ Procurement Team/ Legal Services	Written contract, complete under seal as appropriate	Authorised Officer/Legal Services (refer Scheme of Delegation) Unapproved expenditure/capital require Portfolio Holder/Cabinet approval as they will be Key Decisions.