



# **CONTRACT PROCEDURE RULES FOR THE SCHOOLS OF LEEDS**

**APPLICABLE FROM 1 APRIL 2010 to 31 March 2012**

**Contact:**

**Philip Robson**

**Head of Commissioning, Procurement and Business Development  
Education Leeds**

**8 East, Merrion House, Leeds, LS2 8DT**

**Telephone: 07891 277557**

**philip.robson@educationleeds.co.uk**

**March 2010**

**GUIDANCE at: [www.leedsadviceforschools.com](http://www.leedsadviceforschools.com)**

**CONTRACT PROCEDURE RULES FOR SCHOOLS (CPRs)**

**INDEX**

1. Compliance	3
2. Procurement Plan, Statistical Returns, Records and Register	
3. Delegated Authority	4
4. Exempt Contracts	
5. Estimating the Contract Value	
6. Pre-Procurement Procedure	
7. Using Existing Corporate Contracts	5
8. Approved Lists	
9. Framework Agreements	
10. Joint Procurement	
11. Financial Thresholds and Relevant Procurement Processes	
12. Pre-Qualification Process	7
13. The Invitation to Tender	
14. Submission, Receipt, Opening and Registration of Tenders and Quotations	
15. Tender and Quotation Evaluation	8
16. Errors in Tenders and Quotations	
17. Post Tender Negotiation	9
18. Awarding Contracts	
19. Debriefing	10
20. Contract Award Notice	
21. Contract Terms and Conditions	
22. Contract Extensions and Variations	
23. Termination of Contract	11
24. Nominated and Named Subcontractors	
25. Procurement by Consultants	
26. Emergencies	
27. Waivers of Contracts Procedure Rules	12
28. Contract Management	
29. Specific Requirements for Construction Contracts	
30. Review and Amendment of Contracts Procedure Rules	13
Appendix 1 Contracts Register and Procurement Plan Guidance Notes	
Appendix 2 Tender and Contract Lifecycle	
Appendix 3 Preferred Tenderer Proforma	
Appendix 4 Waiver Report	
Appendix 5 Contacts and Assistance	

## **CONTRACT PROCEDURE RULES FOR SCHOOLS**

**Applicable from 1 April 2010 to 31 March 2012**

### **1.0 Compliance**

- 1.1 Every contract entered into by a School shall be entered into pursuant to or in connection with the Schools' functions and shall comply with:
  - (a) all relevant statutory provisions
  - (b) the relevant European procurement rules (the EC Treaty, the general principles of community law and the European Union's Public Contracts Directive implemented by the Regulations)
  - (c) the Schools' constitution including these Contracts Procedure Rules (School CPRs), the Schools' Financial Procedure Rules (School FPRs) and the Leeds Scheme for Delegation/Section 52 and
  - (d) the Schools' strategic objectives and policies including the schools' annual Procurement Plan.
- 1.2 The highest standards of probity are required of all headteachers, managers, teachers, officers (School and Council) and governors involved in the procurement, award and management of contracts.
- 1.3 Headteachers, managers, teachers, officers and governors are reminded of their responsibilities in relation to declaration of interest, gifts and hospitality and must ensure that they comply with their obligations set out in the relevant Financial Codes and Rules and any guidance issued in that regard.
- 1.4 Any failure to comply with any of the provisions of these CPRs, or the UK and European Union legal requirements shall be reported by the Headteacher to the Chair of Governors. Failure to comply **may result in disciplinary action**.
- 1.5 If any governor, manager, teacher or officer has concern or evidence that suggests that either the Headteacher and/or Chair of Governors has acted in an inappropriate way in respect of these CPRs, or the UK and European Union legal requirements then the matter must be referred to a full meeting of the Governing Body.

### **2.0 School Procurement Plan, Statistical Returns, Records and Register**

- 2.1 For each financial year, the School must publish a Procurement Plan setting out its current contracts and contracts to be procured over £10,000 in value for the forthcoming financial year, including details as to how any devolved capital is to be allocated.
- 2.2 At the beginning of each financial year, the Council (on behalf of schools) shall publish a Prior Information Notice in the Official Journal of the European Union listing all contracts for services and supplies that are subject to the provisions of the European public procurement directives, that are to be procured during the forthcoming financial year.
- 2.3 The school will identify the relevant Authorised Officer and the headteachers, managers, officers (School) and teachers responsible for carrying out the school's procurement by the type of services and supplies to be procured and by value. These Responsible Officers and their respective details shall be included as part of the Procurement Plan.
- 2.4 The Responsible Officer with delegated authority in respect of a particular procurement shall maintain a list of all tenders and quotations received.
- 2.5 For every individual contract above £100k a contracts file shall be maintained and a tender evaluation report completed by the Authorised Officer.
- 2.6 The Authorised Officer shall keep a contracts register of all contracts awarded in excess of £10k setting down details of the contracts awarded in the preceding twelve months including the basis on which those contracts were awarded, together with details of those contracts of £10,000 and above to be awarded during the forthcoming financial year.
- 2.7 Contracts Register and Procurement Plan Guidance are within **Appendix 1**.

### **3.0 Delegated Authority**

- 3.1 Any procurement carried out on behalf of the School may only be undertaken by headteachers, managers, teachers and officers (School) with the appropriate delegated authority to carry out such tasks as set out in the Procurement Plan. Headteachers, managers, officers (School) and teachers with delegated authority may only delegate to other managers, officers (School) and teachers who have suitable experience and seniority. Managers, officers (School) and teachers shall be informed by their Headteacher as to the extent of any delegated authority and any applicable financial thresholds for each procurement.
- 3.2 Within approved budgets and schemes of delegation, and in accordance with the Annual Procurement Plan, authorised officers may place orders against an appropriate contract which has been entered into by Education Leeds/Leeds City Council, on behalf of schools, or to which Leeds City Council legally has access through approved consortia arrangements, joint contracts with other Local Authorities or Central Government contracts.
- 3.3 Procurements which involve any potential transfer of employees of the Council or of a private contractor to another contractor shall be referred to the Head of Commissioning, Procurement and Business Development Refer to CPR 11.5 (High Value Procurements).

### **4.0 Exempt Contracts**

- 4.1 Contracts of employment are exempt from the requirements of these CPRs

### **5.0 Estimating the Contract Value**

- 5.1 Contract values must be calculated in accordance with the EU Regulations (even when the Regulations are not applicable) for consistency. Thresholds of spend are exclusive of VAT. The School should make the best use of its purchasing power by aggregating purchases wherever possible, Contracts for supplies, services or works must not be split (disaggregated) in an attempt to avoid the applicability of these CPRs or the Regulations.

### **6.0 Pre-Procurement Procedure**

- 6.1 Before commencing a procurement, it is essential that the Authorised Officer leading the procurement has identified the need and fully assessed any options for meeting those needs, Consideration shall be given to the School's Annual Procurement Plan and the relevant parts of these CPRs.
- 6.2 Before undertaking a procurement the authorised Officer shall:
  - (a) identify the need and outcomes to be achieved and fully assess all the options for meeting the need and achieving the outcomes;
  - (b) establish a business case for the procurement, consult with the users, and for contracts over £100k, identify provision of resources for the management of the contract, for it's' entirety;
  - (c) choose a course of action which will represent Best Value for Money to the School, giving consideration to the use of internal providers from across the Council, the Strategic Design Alliance and other strategic partners, existing Corporate Contracts, Framework Agreements or Approved Lists. Where there is a strategic alliance, partnership, preferred provider, approved list or framework contract in place it should be used;
  - (d) establish a written specification for the procurement requirement and associated evaluation criteria;
  - (e) ensure that the tender documents are available in electronic format, unless there are exceptional circumstances where the use of electronic documents are not appropriate.
  - (f) inform the Head of CPBD, prior to inviting tenders or quotations, to ensure that the Transfer of Undertaking(Protection of Employment) (TUPE) issues

are managed correctly where any employee either of the Authority or of a Contractor may be affected by any transfer arrangement. Procurements involving TUPE must always be procured in accordance with CPR 11.5, as High Value Procurements.

- (g) form an Evaluation Team with responsibility for evaluating tenders where quality evaluation criteria has been set.
- (h) consider all aspects of the tender and contract lifecycle in **Appendix 2**.
- (i) apply a gateway review process to all contracts above £100K or deemed to be high risk. This process must be applied at key stages of the procurement process in conjunction with the LCC Procurement Unit.

### **7.0 Using Existing Corporate Contracts**

- 7.1 Where approved lists, framework contracts, preferred providers, corporate contracts, strategic alliances or partnerships exist, for the provision of services, goods or works, then they should be used, as they are the prime way to demonstrate best value. Details of these arrangements and how to use them, can be found on CIS and SCMS.
- 7.2 For all design and technical consultancy work associated with buildings and architecture, the Authorised Officer should undertake initial discussions with the Strategic Design Alliance, or an alternative provider, to generate a specification and determine the way forward. Schools should ensure that such consultants then follow these CPRs in the contracting of works. Schools should ensure that consultants are adequately insured for any such work.

### **8.0 Approved Lists**

- 8.1 The Council maintains approved lists of contractors <http://scms.alito.co.uk/> that meet its pre-qualification requirements. Quotations and tenders for contracts that are not subject to the EU Regulations may be invited from contractors included on an Approved List where an Approved List exists.

### **9.0 Framework Agreements**

- 9.1 Framework Agreements <http://cis.leeds.gov.uk> can be used by Schools for the purchase of services or supplies when a suitable agreement is available, without conducting a new procurement exercise. However, the Framework Agreement may include, within its terms, a requirement for a mini competition exercise between those contractors who are parties to the Framework Agreement. Any Framework Agreement shall be tendered in accordance with these Contracts Procedure Rules. Where the Council has entered into a Framework Agreement, on behalf of schools, through procurement then that Framework Agreement may be used. Where the Council is able to call off from existing Framework Agreements procured by central Government agencies, then the School may benefit from using those contracts without entering into a separate procurement exercise. Legal advice should be sought as appropriate from the Head of Commissioning, Procurement and Business Development.

### **10.0 Joint Procurement**

- 10.1 Any joint procurement arrangements with other schools, local authorities or public bodies, including membership or use of Purchasing Consortia shall be approved by the appropriate Chair of Governors prior to the commencement of any procurement on behalf of the School or group of schools
- 10.2 Approval shall only be given where the joint procurement arrangement assures compliance with the EU Regulations and the LCC Partnerships Protocol.

### **11.0 Financial Thresholds and Relevant Procurement Processes**

- 11.1 Financial thresholds for the procurement of services, supplies and works have been set for each of the procurement levels, to reflect a balance between financial prudence and the disposal of bureaucracy. The Authorised Officer, when preparing a

## Schools Contract Procedure Rules 2010

procurement business case, must recommend the appropriate procurement level to match the estimated contract value.

Financial thresholds and their relevant procurement processes are:

### Minimum requirements to advertise and tender for contracts:

Procurement Level	Procurement Process	Financial Threshold (£) (value over the whole contract period)
<b>Low Value procurement</b> (quotations)	Three written quotes is recommended, where sensible and practical	0-20k
<b>Intermediate Value procurement</b> (quotations)	Must obtain three written quotes and advertise on the LCC electronic tendering system. CPBD will assist	20-100k
<b>High Value procurement</b> (tenders)	Must obtain four tenders and advertise on the LCC electronic tendering system. Local Authority countersignature required. CPBD will assist	100k-EU threshold (156k Supplies and Services 3.9m Works)
<b>EU Procurement</b> (tenders)	Must contact CPBD for support.	EU threshold and above (156k+ Supplies and Services 3.9m Works)

- 11.2 Financial Thresholds relate to the value of contracts over the whole life of the purchase and contracts must not be split to avoid specific thresholds.
- 11.3 In the case of **Low Value procurements**, £0-20k, the invitation of **three written quotes is recommended**. Contracts in this category can be awarded by the Authorised Officer. The purchase order should set out the price and terms and conditions.
- 11.4 In the case of **Intermediate Value procurements**, £20-100k, **a minimum of three written quotes must be invited** for services, supplies and works. The procurement process must include publishing, as a minimum, on the Leeds City Council electronic tendering website SCMS. Contracts in this value must not be awarded without the prior authorisation of the Headteacher and Chair of Governors.. The contract award must be recorded on the school contracts register. Quotations should be invited using the Councils standard terms and conditions If the procurement has great risk or the potential transfer of staff then it must be treated as a High Value procurement, regardless of the contract value.
- 11.5 In the case of **High Value procurements**, £100k-EU threshold of c£156k, for supplies and services, a minimum of four tenders must be invited. The procurement process must include publishing, as a minimum on the Leeds City Council electronic

tendering website SCMS. Contracts in this value must not be awarded without the prior authorisation of the Headteacher, Chair of Governors and a LA countersignature is required. Tenders should be invited using the Councils standard terms and conditions. The contract award must be recorded on the school contracts register. Any procurement that may involve the transfer of staff shall be treated as a High Value Procurement.

- 11.6 **EU Procurements** Where the aggregated value of the services to be procured exceeds the EU **threshold**, currently £156k for supplies and services and £3.9m for works, then the procurement process must be conducted in accordance with the full requirements of the EU Public Procurement Directives. The CPBD Team must be involved at an early stage. A contract notice must be published in the Official Journal of the European Union in order to invite tenders or expressions of interest. The rules relating to technical specifications and the publication of contract award notices shall be observed for all contracts as shall the EC Treaty and the general principles of EC law, including non-discrimination, equal treatment and transparency. The procurement regulations set out the minimum timescale for receipt of expressions of interest and tenders. Where the School/Council has published a Prior Information Notice announcing its forthcoming contracts for the year ahead, then the School may take the benefit of a reduced timescale, if appropriate. The EU Threshold changes every two years, but will not change again until 1 January 2012

### 12.0 Pre-Qualification Process

- 12.1 The process is used to ascertain an applicant's suitability for inclusion on either an approved list or on a select list of tenderers and includes evaluation of the applicant's:
- (a) eligibility
  - (b) financial standing
  - (c) technical capacity
- 12.2 A Pre-Qualification Questionnaire is available to determine the criteria under CPR 12.1

### 13.0 The Invitation to Tender

- 13.1 The Invitation to Tender (or Quotation) must include details of the School's requirements for any particular contract including:
- (a) a description of the services, supplies or works being procured;
  - (b) the procurement timetable including the Tender/Quotation return date and timescales, which shall allow a reasonable period for the applicants to prepare their tenders/quotations and where applicable meet the minimum Regulation timescales;
  - (c) a specification and instructions on whether any variant bids are permissible;
  - (d) the Councils terms and conditions of contract;
  - (e) the evaluation criteria including any weightings as considered appropriate;
  - (f) pricing mechanism and instructions for completion;
  - (g) whether the School is of the view that TUPE will apply;
  - (h) form and content of method statements to be provided by the bidders;
  - (i) rules for submitting of Tenders/Quotations, preferably electronically
  - (j) any further information, such as a project brief, which will inform or assist contractors in preparing Tenders/Quotations

### 14.0 Submission, Receipt, Opening and Registration of Tenders and Quotations

- 14.1 Tenders/Quotations, for contracts in excess of £20k, shall be submitted in accordance with requirements set out in the Invitation to Tender/Quote. They should be transmitted by electronic means, using the Councils electronic tendering system, SCMS. Unless submitted electronically, any tenders received shall be addressed to the Headteacher in a sealed envelope endorsed with the word "Tender/Quotation" followed by the subject matter to which it relates. Tenders/Quotations shall be kept in

a safe place and remain unopened until the time and date specified for their opening. No Tenders/Quotations received after the specified date and time for receipt of Tenders/Quotations shall be considered by the School (this rule also applies to Pre Qualification Questionnaires).

- 14.2 Tenders/Quotations shall be opened by the Authorised Officer and at least one other officer nominated by the Headteacher. An immediate record should be made of the Tenders/Quotations

### **15.0 Tender and Quotation Evaluation**

- 15.1 The evaluation criteria shall be predetermined and approved by the appropriate Headteacher and listed in the Invitation to Tender documentation, in order of importance. In addition, the criteria shall be strictly observed (and remain unchanged) at all times throughout the contract award procedure. At all times during the procurement (whether subject to the Regulations or not), the School shall consider and implement the principles of non-discrimination, equal treatment and transparency.
- 15.2 For each contract above the £20k threshold, the Authorised Officer shall form an Evaluation Team with responsibility for evaluating tenders.
- 15.3 Except where there is a pre-set budget and the Quotation/Tender is to be evaluated on 100% quality, where the quality evaluation criteria is to be greater than 60% the Authorised Officer must seek an invocation of this rule by submission of a report to the Chair of Governors. The invocation report must set out in detail and demonstrate why a quality weighting of over 60% is justified.
- 15.4 Tenders subject to the EU Regulations shall be evaluated in accordance with the relevant EU Regulations and the evaluation criteria set out in the Invitation to Tender. All other tenders shall be evaluated in accordance with the evaluation criteria set out in the Invitation to Tender.

### **16.0 Errors in Tenders/Quotations**

- 16.1 Errors in Tenders/Quotations must be dealt with either by asking the Contractor to confirm that they will accept the contract documentation as issued or if not withdraw the Tender/Quotation from the procurement process. Where a Contractor has made a genuine arithmetical error they may be given an opportunity to correct that error. Other than where a procurement is being carried out under the competitive dialogue or negotiated procedure, where fine tuning and clarification are permitted, no other adjustment, revision or qualification is permitted.
- 16.2 Tender/Quotation documents must state how errors in Tenders/Quotations will be dealt with.
- 16.3 Careful consideration must be given to the effect of any procedure adopted when dealing with errors in Tenders and the reflection which any such procedure may have on the integrity of the Officers and Members of the Council. It is essential that whatever procedure is adopted is transparent and seen to be fair and equitable to all Contractors. Certainly asking the Contractor to accept contract documentation as issued is less likely to lead to the probity of the process being questioned. In cases of any doubt about the procedure to be adopted in any particular circumstances, the Authorised Officer must consult with the Head of CPBD.
- 16.4 Clearly, the effect of any errors identified in a tender/quotation will depend on how material to the tender / quotation the error is. If a Contractor agrees to stand by an error which will cast doubt on its ability to perform the contract, or to the standard required, or may result in legal dispute, consideration should be given by invocation of this rule with submission of a relevant Invocation/Waiver Report as to whether to proceed with acceptance
- 16.5 Contractors regularly making errors should be warned appropriately.

### **17.0 Post Tender Negotiation**

- 17.1 Where a procurement is conducted pursuant to the EU Regulations through either the open, restricted or competitive dialogue procedures, no post tender negotiations are permitted. Under the open and restricted procedures negotiations on price are never permitted. Where the competitive dialogue procedure is used all aspects of the procurement can be discussed pre-tender. However, post tender the Authorised Officer may only seek to clarify, specify or fine tune tenders in accordance with (i) the EU Regulations and (ii) the tender instructions.
- 17.2 Where procurements are conducted outside the EU Regulations, the Authorised Officer may, authorise negotiations if he or she considers that it is in the interest of the School to do so after invocation of this rule by submission of a relevant Invocation/Waiver Report, to the Chair of Governors, demonstrating how such negotiations would be in the interests of the School.
- 17.3 Negotiations shall be conducted on behalf of the School by at least two appropriately trained officers. A full written record shall be kept of the results of the negotiations, signed by the Authorised Officer personally and the Contractor, and retained on file.
- 17.4 An amended tender following negotiations under rule 17 may not be accepted by the Chair of Governors unless it provides Best Value for Money to the School..
- 17.5 At all times during the procurement process Schools shall ensure that all tenderers are treated equally and in a non-discriminatory and transparent manner.

### **18.0 Awarding Contracts**

- 18.1 A contract shall only be awarded subject to the tender evaluation criteria.
- 18.2 Where a Tender is to be evaluated on price only the Contract must be awarded to the Contractor submitting the lowest price.
- 18.3 Where a Contract is to be awarded on the basis of a price/quality evaluation and where the difference between the value of lowest priced tender and the value of the tender which represents the best balance of price and quality is more than 5%, authorisation must be sought by invocation of this rule using the Invocation/Waiver Report, to be submitted to the Chair of Governors. The purpose of the invocation report is to ensure that the extra cost is justified and demonstrate the method of evaluation.
- 18.4 All Contract awards above £20k will be recorded on the SCMS. The Leeds City Council Procurement Unit will arrange this for Contracts valued over £100k.
- 18.5 Contracts with a value of £20k up to £100k, based on the LCC standard terms and conditions, or formally approved submitted terms and conditions, must be authorised by the Headteacher and Chair of Governors.
- 18.6 For all procurements valued at above £100k, as part of the pre-procurement process, the Authorised Officer should ensure that the budget holder responsible for the contract has sufficient funds in place to sustain the contract. The decision to award a contract shall be made by the Headteacher and Chair of Governors. Contracts with a value above £100k require the countersignature of the Local Authority and shall be executed as a deed by an Officer with the requisite delegated authority to do so within the LCC Procurement Unit. **Appendix 3.**
- 18.7 The School shall only award a contract where it represents Best Value for Money.
- 18.8 Contracts valued over the EU threshold must be awarded in accordance with the Regulations. This will be carried out by the LCC PU at the time of award.
- 18.9 Letters of Intent shall only be used in very exceptional circumstances and authorisation must be sought by invocation of this rule using the Invocation/Waiver Report. Where the terms and conditions of Contract are not fully agreed no Contractor shall be allowed to commence delivery of goods, works or services until a full risk assessment has been carried out by the Authorised Officer as to the possible implications to School by the Contractor being allowed to commence work before the Contract terms and conditions have been finalised.

## **19.0 Debriefing**

- 19.1 Once a decision to award any contract subject to the EU Regulations has been taken the Authorised Officer shall inform the Leeds City Council Chief Procurement Officer immediately by completing the Preferred Tender Proforma attached at **Appendix 3** in order that a 10 day review period can be implemented where appropriate. During this 10 day period unsuccessful tenderers may challenge the Schools decision to award the contract to the successful tenderer. The LCC Procurement Unit will manage all aspects of this process in conjunction with the Authorised Officer.
- 19.2 The Authorised Officer responsible for each procurement shall provide a full and timely debriefing in writing to unsuccessful tenderers upon written request.

## **20.0 Contract Award Notice**

- 20.1 Where a contract has been tendered pursuant to the EU Regulations, the School shall publish a contract award notice in the Official Journal of the European Union and on the Council's electronic tendering system, SCMS, no later than 48 days after the date of award of the contract. The LCC CPU carry out this process.

## **21.0 Contract Terms and Conditions**

- 21.1 The Authorised Officer shall use their best endeavours to ensure that Contracts are entered into on Leeds City Council's terms and conditions, which shall be included with each purchase order or Invitation to Tender. Where this is not possible, because the LCC terms and conditions are not suitable, and a Contractor has been asked to submit their terms and conditions, those terms and conditions must be formally approved by the Chair of Governors before they can be accepted.
- 21.2 The above rule shall not apply to contracts that are being conducted pursuant to the UK government Private Finance Initiative scheme, the Building Schools for the Future programme or the Local Improvement Finance Trust and such other similar UK Government sponsored procurement schemes as approved by the LCC Assistant Chief Executive (Corporate Governance), which shall use UK Government standard documentation. Such documentation may be amended by the Relevant Director for value for money or project specific reasons.

## **22.0 Contract Extension and Variations**

### **Extensions**

- 22.1 Any Contract may be extended before the expiry date where it is in accordance with its terms and proves to deliver Best Value for Money. Approval for such an extension shall be sought in a timely manner and supported by the Chair of Governors. A record of the approval process followed shall be kept on the Authorised Officers file for audit purposes.
- 22.2 Where the terms do not expressly provide for extension and prior to the expiry –
- (i) Contracts subject to the EU Regulations may be extended by negotiation subject to the rules set out in the Regulations in conjunction with the Head of CPBD.
  - (ii) Contracts not subject to the Regulations may only be extended where written approval has been sought from the Chair of Governors to do so. The Authorised Officer must be satisfied that an extension to a Contract will achieve Best Value for Money and is reasonable in all the relevant circumstances.
- Approval for such extensions shall be sought in a timely manner and supported by the Chair of Governors. A record of the approval process followed shall be kept on the Authorised Officers file for audit purposes.
- 22.3 All extensions to any contracts must be in writing and reported to the Head of CPBD in order that SCMS can be updated accordingly.
- 22.4 Once a Contract has expired it cannot then be extended.

### **Variations**

- 22.5 Variations to the Capital Programme provision shall be dealt with in accordance with the LCC Contracts Procedure Rules and Appendix F of the LCC Financial Procedure Rules. Variations in relation to revenue Contracts shall be dealt with in accordance with these Contract Procedure Rules and the Schools Financial Procedure Rules.
- 22.6 All Contract variations must be carried out within the scope of the original Contract. Contract variations that materially effect or change the scope of the original Contract are not allowed.
- 22.7 All Contract variations must be in writing and signed by both the Authorised Officer/LCC and the Contractor except where different provisions are made within the Contract documentation. The value of each variation must be assessed by the Authorised Officer and all necessary approvals sought prior to the variation taking place. Approval for any variation shall be sought in writing from the Chair of Governors.
- 22.8 Where appropriate contract variations must be reported to the Head of CPBD in order that SCMS can be updated accordingly.

### **23.0 Termination of Contract**

- 23.1 For any contract exceeding £100k in value, early termination shall be approved by the Chair of Governors by invocation of this rule using the Invocation/Waiver Report. Contracts of a lesser value may be terminated early by agreement prior to the expiry date or in accordance with the termination provisions set out in the contract in conjunction with the Head of CPBD.

### **24.0 Nominated and Named Sub-Contractors**

- 24.1 If a sub-contractor, supplier or sub-consultant is to be nominated or named to a main Contractor, Quotations or Tenders must be invited in accordance with the Contracts Procedure Rules and the terms of the invitation shall be compatible with the main contract.

### **25.0 Procurement by Consultants**

- 25.1 Any consultants used by the School shall be appointed in accordance with these Contracts Procedure Rules. Where a School use consultants to act on its behalf in relation to any procurement, then the Authorised Officer shall ensure that the consultants carry out any procurement in accordance with these Contracts Procedure Rules. No consultant shall make any decision on whether to award a contract or who a contract should be awarded to. The Authorised Officer shall ensure that the consultant's performance in relation to procurement is in accordance with these CPRs.
- 25.2 Where the School uses consultants to act on its behalf in relation to any procurement the consultant must declare any conflict of interest that may arise to the Authorised Officer prior to completing any Tender evaluations on behalf of the School.
- 25.3 Where the Authorised Officer considers that such a conflict of interest is significant the consultant shall **not** be allowed to evaluate Tenders on behalf of the School.

### **26.0 Emergencies**

- 26.1 In the case of emergencies, the Authorised Officer should first and foremost consider the health and safety of individuals and take action accordingly. This may involve for example, taking the necessary steps to secure a building or the ingress of water. Education Leeds and LCC has in place a series of emergency procedures set out in the Emergencies Handbook which should be followed at the first available opportunity the situation should be discussed with the Head of CPBD and future actions agreed.

## **27.0 Waivers of Contract Procedure Rules**

- 27.1 Waivers of any of these Contract Procedure Rules shall only be given in exceptional circumstances and only with the prior written approval of the appropriate Chair of Governors following consultation with the Head of Commissioning, Procurement and Business Development. Where the view of either of those officers is not in accord with the proposal of the School, the matter shall be referred to the Deputy Chief Executive of Education Leeds for a decision. Waivers may not be made retrospectively.
- 27.2 The Authorised Officer must be able to justify a procurement as a genuine exception to the requirements for competition. **See Appendix 4.**
- 27.3 When deciding whether to approve a waiver of Contract Procedure Rules the Chair of Governors shall take into account the legal obligations for appropriate advertising.
- 27.4 In all the above circumstances the originator of the report is responsible and accountable for making sure that the contents of the report are factually correct. The originator of the report should ensure that all supporting documentation is retained on an easily accessible file for auditing purposes. Should it be found that incorrect information has been knowingly submitted in order to obtain approval for a waiver of these contract procedure rules the originator of the report will be reported to the Chair of Governors.

## **28.0 Contract Management**

- 28.1 For all procurements over £100k Authorised Officers must have a contract management plan with a risk register and monthly reviews with the provider.

## **29.0 Specific Requirements for Construction Contracts**

### **Site Records**

- 29.1 The Authorised Officer shall as a minimum ensure the maintenance of accurate records of activities on site as follows:
- (a) labour and plant working on site;
  - (b) labour working on site by trade, including any operatives under 18 years of age; lost time due to inclement weather;
  - (c) plant on site, when idle and when in use; date of arrival and departure of plant; whether plant owned by the Contractor or hired;
  - (d) date, type and volume of materials delivered to site, including the name of the Contractor; ensure that there are adequate facilities for storage;
  - (e) if appropriate, photographs to show the various stages of construction.

### **Cost Control**

- 29.2 The Authorised Officer shall ensure that suitable procedures are laid down and followed for the effective cost control of all Contracts. Such procedures shall involve a continuous monitoring of the cost being incurred on each Contract with the objective of ensuring that the project is completed within the authorised cost and that any unavoidable extra costs are identified quickly so that appropriate action can be taken.
- 29.3 The procedures shall provide:

## Schools Contract Procedure Rules 2010

- (a) a cost statement to be prepared every time a Contract payment is made assessing the probable final cost. This should take into account all known factors including variations, adjustments of prime cost and provisional sums and other items such as re-measured work;
- (b) a cash flow forecast based on a cost statement prepared by the Authorised Officer, showing the expected pattern of payments to the end of the Contract, updated each month until the final payment is made.

29.4 As soon as it becomes apparent to the Authorised Officer that costs will exceed the amount authorised, the Authorised Officer must immediately report the situation to the Chair of Governors. A final cost report shall be submitted to the Chair of Governors as prescribed by Financial Procedure Rules.

### **30.0 Review and Amendment of Contract Procedure Rules**

30.1 These Contract Procedure Rules shall be reviewed and updated in April 2012.

## Appendix 1

### Contracts Register and Procurement Plan Guidance

Introduction

#### What is the Contracts Register?

The Contracts Register is a retrospective look at past spend. The register should detail contracts that the school has in place, what they are for and with whom. Ideally this should be grouped by areas of goods / works / services. The register should also detail all the service level agreements and other significant expenditure and the method in which they were procured.

The Authorised Officer is responsible for the production of the Contracts Register. The Responsible Officer for each procurement must report to the Authorised Officer

The Chair of Governors must ensure that the Contract Register achieves the following:

- Reviewing the contracts register to ensure that all contracts are included
- Reviewing the end date for existing contracts to ensure that a new procurement method is begun in a timely manner
- Reviewing the performance of existing contractors and return poor performance reports where necessary to ensure that contractors who perform poorly are not procured in the future
- Monitoring compliance with CPR's and reviewing and challenging the procurement method undertaken/proposed.

Suggested column heading for the Contracts Register include;

Contract (area)  
Company  
Contract Number (if applicable)  
Details (if required)  
Start Date  
End Date  
Termination Period  
Trigger Date for New Procurement  
Duration  
Annual Fee (for current year)  
Value of Contract (over the duration)  
Method of Procurement  
Responsible Officer

As well as longer term contracts that the school has entered into the Contracts Register should display significant 'one off' expenditure, such as a works programme and how it was compliantly procured.

The Contracts Register should also detail any significant expenditure where the correct method for procurement has **not** been undertaken. These gaps should be addressed in the following years procurement plan.

It is recommend that the Contract Register is reviewed against the school budget reports and the school development plan to ensure that all relevant expenditure has been included.

An example of a Contracts Register can be viewed and templates downloaded from the website [www.leedsadviceforschools.com](http://www.leedsadviceforschools.com)

### What is a Procurement Plan?

The Procurement Plan is an extension to the contracts register. The Procurement Plan should have clear details of all existing contractual arrangements, that expire in the forthcoming year and how they are going to be replaced in compliance with Contract Procedure Rules. The Procurement Plan should also detail any known significant expenditure in the forthcoming year and the compliant way it will be procured.

Suggested column headings for the Procurement Plan include;

Contract (area)  
Company  
Contract Number (if applicable)  
Details (if required)  
Start Date  
End Date  
Termination Period  
Period  
Annual Fee (for current year)  
Value of Contract  
Old Procurement Method  
New Procurement Method  
Responsible Officer  
Procurement Planning Start Date

The Procurement Plan should also address the gaps in the previous years Contracts Register where a service is ongoing and a procurement solution needs to be put in place and have space to include any significant purchases that occur at short notice throughout the course of the year that need to be procured compliantly.

The plan should also set out Officer responsible for the procurement at the school and a trigger date when the procurement method, whatever it is, needs to commence. This should give adequate time for the school to plan the procurement and seek the relevant advice / assistance.

For procurements (and use of consultants) with a total value (over all the years that you intend to buy the service) the contract spend thresholds with estimate timescales are :

**< £20k** obtain three written quotes where sensible and practical **(less than one month)**

**£20k-£100k** you must publish the scheme on the City Council's electronic tendering system and invite, as a minimum, three written quotes **(between one and three months dependant on the complexity of the scheme)**

**£100k-c£156k** for services and supplies - you must invite at least four bids through the City Council's electronic tendering system **(between three and nine months)**

**>EU threshold of c£156k – services £3.6m – works** contact the Commissioning, Procurement and Business Development Team for guidance **(as a minimum nine months)**

An example of a Procurement Plan can be viewed and templates downloaded from the website [www.leedsadviceforschools.com](http://www.leedsadviceforschools.com)

## Schools Contract Procedure Rules 2010

At the end of the Procurement Plan year then all completed procurements from the plan should be transfer back to the contracts register alongside the longer term contracts that were not due to expire in the past year. The will then form the contracts register for the next year and the plan can then be produced from this 'new' Contracts Register.

If you have any questions regarding this guidance or need assistance in completing your contracts register and procurement plan please contact the Commissioning, Procurement and Business Development team at Education Leeds on 0113 2475268

# Contracts Register Example

[insert school name here]

## Contracts Register

[insert Authorised Officer name here]

## Authorised Officer

Contract	Company	Contract Number	Details	Start Date	End Date	Termination Period	Trigger Date for the new Procurement	Period	Annual Fee 09/10	Value of contract	Method of Procurement	Responsible Officer
Catering*	Leeds City Council	n/a	n/a	01/09/2006	31/08/2009	n/a		3	£34,805.00	£104,415.00	Service Level Agreement	Bursar
Cleaning	Leeds City Council	n/a	n/a	01/09/2008	31/08/2011	n/a		3	£63,795.00	£191,385.00	Service Level Agreement	Bursar
Central Payment Services	Education Leeds	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£1,345.00	£1,345.00	Service Level Agreement	Bursar
Governor Support*	Education Leeds	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£660.00	£660.00	Service Level Agreement	Bursar
Insurance Balance of Risks	Leeds City Council	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£2,740.00	£2,740.00	Service Level Agreement	Bursar
Insurance Accident & Sickness*	Leeds City Council	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£18,510.00	£18,510.00	Service Level Agreement	Bursar
Legal Services*	Leeds City Council	n/a	n/a	01/09/2007	31/08/2010	n/a		3	£280.00	£840.00	Service Level Agreement	Bursar
Music Services*	Education LeedsAtrforms	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£5,420.00	£5,420.00	Service Level Agreement	Bursar
Payroll & Pension Services	Education Leeds	n/a	n/a	01/09/2006	31/08/2009	n/a		3	£4,450.00	£13,350.00	Service Level Agreement	Bursar
Personnel HR*	Education Leeds	n/a	n/a	01/09/2006	31/08/2009	n/a		3	£6,380.00	£19,140.00	Service Level Agreement	Bursar
Personnel PACE*	Education Leeds	n/a	n/a	01/09/2006	31/08/2009	n/a		3	£1,470.00	£4,410.00	Service Level Agreement	Bursar
Property Advice*	Leeds City Council	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£1,150.00	£1,150.00	Service Level Agreement	Bursar
School Journey Insurance	Education Leeds	n/a	n/a	01/09/2007	31/08/2009	n/a		2	£103.00	£206.00	Service Level Agreement	Bursar
Swimming Admission	Leeds City Council	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£3,640.00	£3,640.00	Service Level Agreement	Bursar
<b>ICT</b>												
Laptops	ABC Ltd	LCCEDUC0006	10 Laptops	01/10/2008	30/11/2010	n/a		2	£2,600.00	£5,200.00	EL Contract	Network Manager
Laptops	ABC Ltd	LCCEDUC0006	5 Laptops	01/08/2007	31/07/2009	n/a		2	£1,273.00	£2,546.00	EL Contract	Network Manager
ICT / MIS Support	SIMS Suport Ltd	LCC8557		01/04/2009	31/03/2010	n/a		1	£2,800.00	£2,800.00	Framework Contract	Network Manager
Network Support	Leeds Learning Network	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£7,514.00	£7,514.00	Service Level Agreement	Network Manager
Copy Machines	Print Support Ltd	234560	n/a	01/09/2008	31/08/2011	3 months	01/02/2011	3	£3,824.00	£11,472.00	YPO Framework Contract	Network Manager
<b>WASHROOM</b>												
Air Freshners etc	Fresh Air Ltd	n/a	n/a	31/01/2008	30/01/2011	n/a		3	£1,098.00	£3,294.00	Three Quotes - Ref001	Facilities Manager
Water Management	H2O 123 Ltd	n/a	n/a	31/01/2008	30/01/2011	n/a		3	£352.00	£1,056.00	Three Quotes - Ref002	Facilities Manager
Entrance Mat	Fresh Air Ltd	n/a	n/a	31/01/2008	30/01/2011	n/a		3	£543.00	£1,629.00	Three Quotes - Ref003	Facilities Manager
Light Tube Disposal	Fresh Air Ltd	n/a	n/a	31/01/2008	30/01/2011	n/a		3	£143.00	£429.00	Three Quotes - Ref004	Facilities Manager
Hand Driers	Fresh Air Ltd	n/a	n/a	31/01/2008	30/01/2011	n/a		3	£795.00	£2,385.00	Three Quotes - Ref005	Facilities Manager
Sanitary Disposal	Fresh Air Ltd	LCC5070	4 + 1 Nappy bin	31/01/2008	30/11/2011	4 weeks	01/09/2011	3	£177.00	£531.00	Framework Contract	Facilities Manager

## Contracts Register Example

<b>PREMISES</b>												
Consultancy	Build a Room PLC	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£3,900.00	£3,900.00	Three Quotes - Ref008	Facilities Manager
Refuse Collection	LoadoRubbish Ltd	LCC4908	n/a	01/11/2008	30/10/2011	3 months prior to anniversary	01/06/2011	3	£2,620.00	£7,860.00	Framework Contract	Facilities Manager
Recycling	LoadoRubbish Ltd	LCC4908	n/a	01/11/2008	30/10/2001	3 months prior to anniversary	01/06/2011	3	£495.00	£1,485.00	Framework Contract	Facilities Manager
Grounds Maintenance	LawnOrder Ltd	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£3,500.00	£3,500.00	Waiver - Ref 001	Facilities Manager
Interior Plants	LawnOrder Ltd	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£225.00	£225.00	No Procurement	Facilities Manager
Window Cleaning	LawnOrder Ltd	n/a	n/a	01/09/2008	31/08/2009	n/a		1	£1,050.00	£1,050.00	Three Quotes - Ref006	Facilities Manager
Water Hygiene	LawnOrder Ltd	n/a	n/a	01/09/2007	31/08/2010	n/a		3	£666.00	£1,998.00	Three Quotes - Ref007	Facilities Manager
<b>FIRE &amp; SECURITY</b>												
Intruder	Safety 123 Ltd	n/a	n/a	01/09/2007	31/08/2010	n/a		3	£1,136.00	£3,408.00	Three Quotes - Ref009	Facilities Manager
Fire Equipment Maintnce	Safety 123 Ltd	LCC504837	n/a	01/01/2006	31/12/2010	n/a		4	£620.00	£2,480.00	Framework Contract	Facilities Manager
Door Access Maintnce	Safety 123 Ltd	n/a	n/a	01/09/2007	31/08/2010	n/a		3	£340.00	£1,020.00	Three Quotes - Ref010	Facilities Manager
Electric Gate Service	Safety 123 Ltd	n/a	n/a	01/09/2007	31/08/2010	n/a		3	£325.00	£975.00	Three Quotes - Ref 011	Facilities Manager
<b>Misc</b>												
Window Replacement	Bobs Builders Ltd	LCC4071	n/a	01/08/2008	20/08/2008	n/a		1	£30,000.00	£30,000.00	Framework Contract	Facilities Manager
New Reception Area	Bobs Builders Ltd	DY6054	Procured through David Yeadon	01/08/2008	20/08/2008	n/a		1	£65,000.00	£65,000.00	LCC Approved List	Facilities Manager
Cashless System for the Dining Room	No Money.com	LCCEDUC005 2	1 year installation plus 2 years maintenance	01/09/2009	31/08/2011	n/a		3	£17,000.00	£24,000.00	SCMS Quotation	Catering Manager

PROCUREMENT PLAN EXAMPLE

Procurement Plan XX/XX/XXXX

Existing Contracts	Contract	Company	Contract Number	Details	Start Date	End Date	Termination Period	Period	Annual Fee 09/10	Value of contract	Old Procurement Method	New Procurement Method	Procurement Planning Start Date	Responsible Officer
	Central Payment Services	Education Leeds	n/a	n/a	01/09/2006	31/08/2009		3	£34,805.00	£104,415.00	Service Level Agreement	Service Level Agreement		Bursar
	Governor Support*	Education Leeds	n/a	n/a	01/09/2008	31/08/2009		1	£1,345.00	£1,345.00	Service Level Agreement	Service Level Agreement		Bursar
	Insurance Balance of Risks	Leeds City Council	n/a	n/a	01/09/2008	31/08/2009		1	£660.00	£660.00	Service Level Agreement	Service Level Agreement		Bursar
	Insurance Accident & Sickness*	Leeds City Council	n/a	n/a	01/09/2008	31/08/2009		1	£2,740.00	£2,740.00	Service Level Agreement	Service Level Agreement		Bursar
	Music Services*	Education LeedsAtrforms	n/a	n/a	01/09/2008	31/08/2009		1	£18,510.00	£18,510.00	Service Level Agreement	Service Level Agreement		Bursar
	Payroll & Pension Services	Education Leeds	n/a	n/a	01/09/2008	31/08/2009		1	£5,420.00	£5,420.00	Service Level Agreement	Service Level Agreement		Bursar
	Personnel HR*	Education Leeds	n/a	n/a	01/09/2006	31/08/2009		3	£4,450.00	£13,350.00	Service Level Agreement	Service Level Agreement		Bursar
	Personnel PACE*	Education Leeds	n/a	n/a	01/09/2006	31/08/2009		3	£6,380.00	£19,140.00	Service Level Agreement	Service Level Agreement		Bursar
	Property Advice*	Leeds City Council	n/a	n/a	01/09/2006	31/08/2009		3	£1,470.00	£4,410.00	Service Level Agreement	Service Level Agreement		Bursar
	School Journey Insurance	Education Leeds	n/a	n/a	01/09/2008	31/08/2009		1	£1,150.00	£1,150.00	Service Level Agreement	Service Level Agreement		Bursar
	Swimming Admission	Leeds City Council	n/a	n/a	01/09/2007	31/08/2009		2	£103.00	£206.00	Service Level Agreement	Service Level Agreement		Bursar
	Laptops	PC's R Us	n/a	n/a	01/09/2008	31/08/2009		1	£3,640.00	£3,640.00	Service Level Agreement	Service Level Agreement		Bursar
	Network Support	Leeds Learning Network	LCCEDEC 0006	5 Laptops	01/08/2007	31/07/2009		2	£1,273.00	£2,546.00	EL Contract	Not Renewed		Network Manager
	Consultancy	DEF Building	n/a	n/a	01/09/2008	31/08/2009		1	£7,514.00	£7,514.00	Service Level Agreement	Service Level Agreement		Network Manager
Grounds Maintenance	LawnOrder Ltd	n/a	n/a	01/09/2008	31/08/2009		1	£3,900.00	£3,900.00	Three Quotes - Ref008	Three Quotes	01/05/2009	Facilities Manager	
Interior Plants	LawnOrder Ltd	n/a	n/a	01/09/2008	31/08/2009		1	£3,500.00	£3,500.00	No Procurement	SCMS - 3 Year Contract	01/05/2009	Facilities Manager	
Window Cleaning	Wash and Go	n/a	n/a	01/09/2008	31/08/2009		1	£225.00	£225.00		SCMS - 3 Year Contract	01/05/2009	Facilities Manager	

  

Known new expenditure	Contract	Details	Start Date	End Date	Period	Value of contract	Procurement Method	Procurement Start Date	Responsible Officer
	Roof Repairs		01/07/2008	28/07/2008	1	25000	David Yeadon - Approved Lists	01/05/2009	Facilities Manager
Apple Macs		01/08/2009	02/08/2009	1	30000	SCMS Advert - Contact CPBD	01/06/2009	Network Manager	

  

Responsive Expenditure	Contract	Details	Start Date	End Date	Period	Value of contract	Procurement Method	Procurement Start Date	Responsible Officer

**Appendix 2: Tender and Contract Lifecycle**

STAGE	ACTIONS REQUIRED
PREPARATION	<ul style="list-style-type: none"> <li>• Business need identified</li> <li>• Feasibility study, Best Value Options Review and outcome options</li> <li>• Identify business benefits/efficiencies anticipated</li> <li>• Justify the requirement ie link to the Corporate Plan and strategic objectives of the service</li> <li>• Identify the required outcomes</li> <li>• Consultation with customers and clients where applicable</li> <li>• Consider market testing/analysis</li> </ul>
PLANNING	<ul style="list-style-type: none"> <li>• Format the project scope (including technical, operational, financial, legal etc) and identify the project owner</li> <li>• Seek input from all parties to consideration of all options for strategy development and timescales. (Input will be required from the Finance Department, Project Management (if applicable), the CPBD Service, the Strategic Design Alliance or equivalent and your own internal specialists)</li> <li>• Prepare a business case</li> <li>• Estimate the whole life costing and obtain the relevant initial budget approvals and payment mechanisms</li> <li>• Establish your evaluation team and/or project team (include business representatives, including users, technical specialist and commercial/procurement specialists)</li> <li>• Create a risk analysis and allocation</li> <li>• Establish a gateway/project review plan</li> <li>• Develop a specification of requirements in conjunction with business representatives, including users, technical specialists and commercial/procurement specialists. Consider an output based specification and value added elements that will allow flexibility in the solution chosen.</li> <li>• Develop an evaluation strategy and evaluation criteria</li> <li>• Obtain all relevant authorisation (financial, legal, etc) prior to commencement of any tender activities</li> <li>• Consider any requirement to place the project on the forward plan</li> </ul>
PRE QUALIFICATION	<ul style="list-style-type: none"> <li>• In conjunction with the CPBD Service and Evaluation/Project Team you must consider the following: <ul style="list-style-type: none"> <li>• Sustainability</li> <li>• Social Responsibility</li> <li>• Fair Trade</li> <li>• Community benefits</li> <li>• Environmental issues</li> <li>• Recycling/packaging requirements</li> <li>• Political importance/strategic fit</li> <li>• Performance measures required</li> <li>• Continual improvement and efficiencies</li> <li>• TUPE</li> </ul> </li> <li>• Issue of appropriate advertisements</li> <li>• Preparation and issue of formal documentation in conjunction with the</li> </ul>

## SCHOOLS CONTRACT PROCEDURE RULES 2010

	<p>CPBD Service for pre qualification of suppliers invited to tender/quote (where applicable). This will likely take the form of the Pre Qualification Questionnaire (PQQ).</p> <ul style="list-style-type: none"> <li>• Receipt and evaluation of pre qualification submissions from suppliers. This may include: <ul style="list-style-type: none"> <li>• Site Visits</li> <li>• Demonstrations</li> <li>• Reference Site Visits</li> <li>• Presentations</li> <li>• Clarification meetings</li> </ul> </li> </ul> <p>All of which must be formally documented.</p>
TENDER/QUOTATION INVITATIONS/RECEIPT	<ul style="list-style-type: none"> <li>• Preparation and issue of formal documentation in conjunction with the CPBD Service/Strategic Design Alliance or equivalent</li> <li>• Selection of appropriate tender/quotation process (in conjunction with the CPBD Service/Strategic Design Alliance or equivalent)</li> <li>• Formal management of supplier questions prior to tender/quotation return</li> <li>• Establish formal process for receipt of tenders/quotations</li> </ul>
SUPPLIER SELECTION/EVALUATION	<ul style="list-style-type: none"> <li>• Evaluation of tender/quotation submissions from suppliers. This may include further: <ul style="list-style-type: none"> <li>• Site Visits</li> <li>• Demonstrations</li> <li>• Reference Site Visits</li> <li>• Presentations</li> <li>• Clarification meetings</li> </ul> <p>All of which must be formally documented.</p> </li> <li>• Apply the pre determined evaluation criteria and strategy to all submission</li> <li>• Identify the preferred supplier(s) <ul style="list-style-type: none"> <li>• Obtain all relevant authorisation (financial, legal, etc) prior to award of contract</li> </ul> </li> </ul>
CONTRACT AWARD	<ul style="list-style-type: none"> <li>• Collate all documentation into contract documentation</li> <li>• Ensure all formal authorisations have been obtained</li> <li>• In conjunction with the CPBD Service/LCC/Strategic Design Alliance or equivalent arrange for contract award and formal closure.</li> </ul>
IMPLEMENTATION	<ul style="list-style-type: none"> <li>• Provide consultation with citizens, customers and clients</li> <li>• Implement any formal implementation plan in accordance with your project plan and the contract documentation</li> <li>• Ensure that formal testing and sign off is carried out in accordance with your project plan and the contract documentation</li> </ul>
ONGOING CONTRACT MANAGEMENT	<ul style="list-style-type: none"> <li>• Conduct formal performance management / service level agreements as defined in the contract and in accordance with any specific contract requirements (eg Construction)</li> <li>• Monitor spend against the contract in accordance with the contract</li> </ul>

## SCHOOLS CONTRACT PROCEDURE RULES 2010

	<p>terms and conditions, Contract's Procedure Rules and Financial Procedure Rules</p> <ul style="list-style-type: none"><li>• Ensure that the contract term is carefully monitored and that extensions, termination and re-tendering is initiated in a timely manner</li></ul>
--	--



SCHOOLS CONTRACT PROCEDURE RULES 2010

Tenderer(s)		Address/Fax no	unsuccessful

Please note the following information as this needs to be conveyed to the unsuccessful tenderers:

- Evaluation Criteria (broken down into category/percentage):
- Score of each Tenderer: (broken down into category/percentage)
- Score of the winning Bid: (broken down into category/percentage)

I will forward the Contract Documents and all relevant approvals to you as soon as possible for acceptance.

Yours faithfully

on behalf of

## **Appendix 4 Waiver Report**

### **Guidance Notes**

#### **Introduction**

The waiving of CPR's shall only be permitted in exceptional circumstances and only with the prior written approval of the Chair of Governors following consultation with the Head of CPBD. Waivers cannot be made retrospectively.

#### **The Processing of the Report**

Advice should be sought from the Head of CPBD regarding completion of the Waiver Report.

Once signed by the Authorised Officer the report must be forwarded to the Chair of Governors and the content of the report is then reviewed before the Chair approves the report.

## Appendix 4

# Waiver Proforma

Originator:

Tel:

REPORT OF : XXXXXXXX

TO : Meeting of the School Governing Body

DATE : XXXXXXXX

---

SUBJECT : REQUEST TO WAIVE CONTRACTS PROCEDURE RULES IN RESPECT OF XXXXXXXX

### 1.0 PURPOSE OF THIS REPORT

1.1 *(Give a brief explanation as to what the report is for)*

### 2.0 BACKGROUND

2.1 *(Sufficient emphasis in the report should be placed on giving the Governing Body the necessary background information on the scheme).*

### 3.0 REASON FOR CONTRACTS PROCEDURE RULES WAIVER/INVOCATION

3.1 *(The report must give the reasons why a request to waive Contracts Procedure Rules is being made. Sufficient information must be included to enable the Governing Body to make a decision.*

*Details of the tenders received, the Contractor(s) to be used together with the proposed contract value should be included under this heading. Where you wish to invite a single tender you must give reasons for this. You must also state where you have sourced the tenderer from and detail any alternatives looked at, giving reasons why they are not to be invited to tender. If there is an Approved List for the type of work to be undertaken and you are not wishing to use this list, you must provide full reasons for this decision. The aim of this information is to provide justification to mitigate the risk of third party challenge from contractors who have been unable to bid for the contract.*

*Information demonstrating that value for money is being achieved must also be included. This differs from outlining whether a course of action is cost effective. Under Best Value legislation, Value for Money can only be demonstrated where competition has been sought. Where tenders have been evaluated on price and quality, details of who carried out the evaluation, the evaluation criteria and a summary of the results of the evaluation need to be included in the report or attached as an Appendix.*

**4. CONSEQUENCES IF THE PROPOSED ACTION IS NOT APPROVED**

4.1 *(A statement must be included which informs the Governing Body of the consequences of the proposed action not being approved and/or the costed alternatives should any exist. Details should include, but not be limited to, possible delays to the programme due to the need to advertise the requirement, vet responses prior to undertaking a tendering exercise etc. An indication of the possible increased costs involved in undertaking this process should be given if available).*

**5. ADVERTISING**

5.1 *(A statement must be included which informs the Governing Body as to what degree of advertising was undertaken when the work was tendered. If no advertising was undertaken details must be included as to the reasons why taking into account all the circumstances of the particular case such as the subject-matter of the contract, its estimated value, the specifics of the sector concerned (size and structure of the market, commercial practices, etc) and the geographical location of the place of performance)*

**6. LEGAL IMPLICATIONS**

6.1 *The Head of CPBD will advise as to whether the proposed action would, or might, be held to contravene any enactment, rule of law or Directive of the EU.*

6.1 The Head of CPBD will advise whether it would be lawful for the School to waive Contracts Procedure Rule 11.4 or 11.5 \* in these circumstances, provided that the Governing Body of xxxxxxx \* is satisfied that there are compelling reasons to do so.

or

6.1 *(Other text to be advised)*

**7. RECOMMENDATION**

*(The recommendation must state the specific Contracts Procedure Rule(s) to be waived, together with an explanation of the meaning of the Contract Procedure Rules).*

7.1 The Governing Body is recommended to approve the waiver of the following Contracts Procedure Rule(s):

Contracts Procedure Rule No 11.4 - Intermediate Value Procurements (Quotations) \*

## SCHOOLS CONTRACT PROCEDURE RULES 2010

### Contracts Procedure Rule No 11.5 - High Value Procurements (Tenders) \*

Signed Authorised Officer

Signed Chair of Governors

## **Appendix 5**

### **Contacts and Assistance**

Officer contacts in the Commissioning, Procurement and Business Development Service

#### **Training**

There are training courses available on Contracts Procedure Rules which can be booked through:

Sheila Goodwin, Senior Support Officer,

Tel: 2475596

#### **SCMS**

To use SCMS or to find out more about it contact:

Ian Westlake, Trainee Procurement and Support Officer,

Tel: 2475268

#### **Head of Service**

Philip Robson,

Tel: 07891 277557