

Police

Other Bodies/Individuals Considered by CSO Schools Review Group

FINAL DECISION NO

SUGGESTED NEXT STEPS:

Details to be specified

Further consideration by this Committee

To Council For approval on 24th June 2008

To Cabinet To consider on 19th June 2008

To an O & S Committee

To an Area Committee

Further Consultation

Audit and Standards Committee – 16 June 2008

Contract Standing Orders for Schools

Report of the Strategic Director of Performance and Development

Recommendation

That the Audit and Standards Committee considers the results of the review of Contract Standing Orders for Schools and recommends the revised Contract Standing Orders for Schools to Cabinet and to the Council for approval to enable them to take effect from 1st September 2008, subject to any amendments made by the Strategic Director of Performance and Development or the Strategic Director of Resources prior to full Council on 24th June.

1. Background

- 1.1 As part of our commitment to ensuring that the Council maintains sound systems of corporate governance, the Council periodically reviews its Contract Standing Orders. The Council undertook a review of contract Standing Orders during 2007/08, the results of which were reported to the Audit and Standards Committee in February 2008 and to Cabinet in March 2008. The revised version of Contract Standing Orders was approved by Council on 18th March 2008 and rolled out across the Council from 1st April 2008.
- 1.2 The reports to members during February/ March this year acknowledged that there was a separate piece of work to be undertaken to review Schools' Contract Standing Orders in light of the changing environment in which schools operate, and in particular to enable us to consider the implications of e-initiatives such as the establishment of a DCSF electronic market place for schools.
- 1.3 A small working group was established in February to take this piece of work forward and the group has met on a number of occasions to discuss appropriate amendments to Schools Contract Standing Orders and the associated guidance which supports CSOs. The working group comprises representatives from the Children Young People and Families Directorate, Audit Officers, legal representatives and the County Procurement Manager.
- 1.4 In addition, there has been informal consultation with school based staff and more formal consultation will be undertaken through the Schools Resources Policy Group which at its meeting on 5th June 2008 will consider a report on the proposed changes to CSOs for Schools. Any comments made by representatives on this group will be fed back to the Committee orally at its meeting.

- 1.5 It is proposed that the revised CSOs for Schools are effective from 1st September 2008 when the new school term will begin.

2. Proposed Changes to Contract Standing Orders for Schools

- 2.1 The revised draft Contract Standing Orders for Schools (CSOs) are set out in **Appendix 1**. The revised version is considerably shorter than the current version of the document and follows the same format as the Council's CSOs. Great efforts have been made to simplify our contracting procedures and make them more accessible for those using them.
- 2.2 In addition, our existing CSOs for Schools contained a number of sections which were more guidance as opposed to specific rules which must be followed. In order that CSOs is treated as a rule book which sets out the minimum requirements that we expect, we have focused on clarifying and simplifying the minimum requirements which are supported by guidance available to School based staff including the Schools procurement toolkit.
- 2.3 The key amendments that are proposed to CSOs for Schools are as follows;
- 2.3.1 Changing the format of CSOs for Schools to make it more process orientated, following the same format as the Council's CSOs;
 - 2.3.2 A review of the roles and responsibilities of school based staff, including Governors and Headteachers. This has been accompanied by a short 'Fact Sheet' aimed at Governors and Headteachers setting out their responsibilities in the context of contracting;
 - 2.3.3 We have proposed a Minor Contracts Procedure which we expect schools to follow. This is contained as an Appendix to CSOs for Schools. However should they wish to depart from this, schools must send their proposed scheme to the Strategic Director of Performance and Development for approval;
 - 2.3.4 A requirement to include reference to key policies in tender invitation packs (eg equalities, sustainability, health and safety etc);
 - 2.3.5 A slight relaxation of the rules to allow tenders for contracts below £10,000 to be received by fax. The potential for challenges of undue process are felt to be low in this area and in reality, use of faxes is reducing.
 - 2.3.6 A requirement that all contracts above £10,000 and all supply contracts be recorded in the School's Register of Contracts;
 - 2.3.7 There is a requirement for Schools to seek appropriate professional advice for major contracts and for contracts where the Schools procurement toolkit does not apply. Failure to do so may result in the Council exercising its powers in relation to schools under the Section 48 Scheme;

- 2.3.8 It is proposed that the contract levels be amended so that;
- (i) Minor Contracts are contracts which have an estimated total value of below £30,000. The current threshold is £10,000
 - (ii) Ordinary Contracts are above £30,000 but below the current EU threshold for goods and services (currently £139,893)
 - (iii) Major Contracts are above the current EU threshold for goods and services. This effectively raises the threshold for major contracts which is currently £100,000.

In relation to these limits, whilst this gives greater flexibility for contracts below £30,000, the requirements for contracts above £30,000 have been strengthened. Under current rules, officers have discretion as to whether they formally seek tenders or more informal quotes for Ordinary Contracts between £10,000 and £100,000. Under this arrangement, the unwritten rule has tended to be that tenders should be obtained for contracts above £30,000. These proposals would formalise that arrangement and require all contracts above £30,000 to be tendered. As regards the Major Contracts threshold, it was felt to be confusing to have an upper threshold of £100,000 at which point all the rules for major contracts kick in, and then to have to consider a separate EU threshold at which different EU requirements apply. For this reason it is proposed to merge these thresholds and this follows the same format as the Council's CSOs;

- 2.3.9 A reduction in the period of time for which rejected tenders are required to be kept unopened on file;
- 2.3.10 A proposed extension of the rules on late tenders to also apply to late Pre Qualification Questionnaires (the sifting document which allows the School to shortlist the number of tenderers that they invite to bid);
- 2.3.11 Clarification / simplification of the sections on negotiations, framework agreements, debriefings for contractors, and tender requirements.
- 2.3.12 New section on the disposal of assets;
- 2.3.13 An extension of the rules on conflicts to Governors (ie where the Governing Body or a committee considers the award of a contract in which a particular Governor has a conflict of interest)

2.4 Unlike the Council's Contract Standing Orders;

- 2.4.1 We are not proposing any changes to the process for approving exemptions from Contract Standing Orders. This means that all exemption requests for contracts costing £2,000 or more will still need to be approved by the Strategic Directors of Resources and of Performance and Development. (The County Council's rules allow exemptions below £10,000 in value to be approved 'within Directorate');

- 2.4.2 We have not proposed a Scheme of Delegation for contracting. This is a responsibility for the Governing Body to determine and the associated guidance makes that clear;

3. Minor Contracts Procedure

- 3.1 The Minor Contracts procedure proposed for Schools is contained as an appendix to CSOs for Schools (see Appendix 1).
- 3.2 In summary the procedure follows the same format as the County Council's Minor Contracts Procedure and contains the following key principles;
- Schools must get value for money and consider the need for competition, efficiencies and savings;
 - School based should follow their appropriate code of conduct when letting contracts;
 - Where there is a corporate or standard contract (eg WCC, ESPO, OGC) this should be used
 - A single quote is acceptable for contracts with a total value of less than £2,000. This should be confirmed in writing for contracts with a value of over £500
 - Contracts with a total value of more than £2,000 must be awarded under competitive conditions (at least 2 written quotes for contracts below £10,000, and at least 3 written quotes for contracts between £10,000 and £30,000);
 - All bidders must be treated equally and fairly;
 - Information received from suppliers is confidential and must not be disclosed to a third party;
 - Quotes must be assessed against the chosen award criteria which should be determined before the School asks for prices
 - Written records of all minor contracts must be kept
 - Winning bids should be kept for at least 6 years after the contract comes to an end and documents relating to unsuccessful or late tenders for at least 2 years from the date the contract starts

4. Supporting Guidance and Awareness Raising

- 4.1 As part of the review, we have developed a series of Fact Sheets and Checklists for Schools. We are consulting on these through the Schools Resources Policy Group. These are aimed at;
- Ensuring that Governors and Headteachers are aware of their responsibilities under CSOs for Schools
 - Ensuring that school based staff responsible for contracting are aware of their responsibilities
 - That staff have access to user friendly checklists for the areas in which schools are most likely to undertake contracting activities (eg contracts for photocopiers, hand-dryers, gym equipment, catering/ cleaning, build contracts)

- 4.2 As part of the review, we are also undertaking a review of the existing Schools guidance including the Procurement Toolkit for Schools and ensuring that the guidance we offer is up to date and reflects the current environment in which schools operate.
- 4.3 The work we are continuing to do in this area will also consider the accessibility of information to Schools, particularly those schools who do not buy into the WES Services offered by the County Council and how we promote and raise awareness of the new rules, such as
- Using the monthly Governor newsletters to introduce the changes
 - Using the quarterly audit briefings to raise awareness
 - Running training sessions for school based staff
 - Running twilight training sessions for Governors and Headteachers at the start of the autumn term
 - Promotion of the Fact Sheets to make them accessible to school based staff
 - Promotion of additional information channels should Schools want more information on contracting.

5. Conclusions

- 5.1 The Audit and Standards Committee is therefore asked to consider the contents of this report and to recommend the revised Contract Standing Orders for Schools to Cabinet and to the Council for approval to enable them to take effect from 1st September 2008.

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15th May 200

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Contract Standing Orders for Schools

Rules for buying goods, materials, work, or services

EFFECTIVE FROM 1st SEPTEMBER 2008

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Contract Standing Orders for Schools (CSOs)

Section 1 Purpose and scope

1 Purpose

Warwickshire County Council approves the overall framework of CSOs. Any codes of practice or guidance provided by the Strategic Director of Performance and Development or the Strategic Director of Resources form part of CSOs.

These CSOs apply to all maintained schools in Warwickshire. These CSOs are in accordance with the Council's Section 48 Scheme.

CSOs help us to:

- get value for money;
- keep within the law;
- maintain standards of conduct;
- be fair to our suppliers;
- protect our staff;
- show the public that we are honest; and
- meet the Council's corporate and directorate aims and policies.

Each school must have an approved Minor Contracts Procedure. Warwickshire County Council expects your school's Minor Contracts Procedure to follow the form set out in Appendix 1. If your school wishes to depart from the form of Minor Contracts Procedure set out in Appendix 1 then you must send your suggested amendments to the Strategic Director of Performance and Development for approval.

2. Scope

CSOs must be followed for **all** contracts with outside organisations or people. The County Council is not an "outside organisation" for these purposes.

A contract is any agreement (verbally or in writing) to provide goods, works or services in exchange for payment. CSOs cover all types of contract including placing orders, loan or leasing arrangements, employing outside consultants and even cases where the school is supplying goods, works or services, or disposing of assets (other than land) or spending grant income received from a third party.

3. Responsibilities

3.1 Governing Body (responsibilities for their school)

A Governing Body may delegate all of the responsibilities set out below, in whole or in part, to their headteacher (and normally in Warwickshire delegation of such responsibilities would be to the headteacher) :

- **To follow** CSOs and any codes of practice, guidance or instructions provided by the Strategic Director of Performance and Development and the Strategic Director of Resources.
- **To follow** all relevant UK and European laws.
- **To follow** Financial Standing Orders and make sure effective systems are in place to control budgets properly.
- **To work with** the Strategic Director of Resources to ensure that an appropriate financial evaluation is undertaken of potential suppliers to ensure that the School and the County Council manages risk effectively.
- **To get** legal, financial and other advice in good time and to make sure that contracts are legal and the school can carry out their (and where relevant the Council's) duties under them.
 - You **must consider** obtaining appropriate legal and/or financial advice for contracts with a **total value** of **£30,000** or more (i.e. Ordinary and Major contracts (whether or not EU procurement rules apply) and EU contracts). The greater the **total value** of the contract (see paragraph 6.1 below for how to assess the total value) and/or the greater the **risk** a School and/or the Council is exposed to, the more likely it is that legal and/or financial advice should be obtained.
 - You **may** obtain appropriate legal and/or financial advice for any value of contract if you have concerns about the risk a School and/or the Council may be exposed to under its Terms); where you have any other concerns in relation to the contract; or for any contract that is 'unusual' in any respect (e.g. bespoke contracts, contracts that are not let through ESPO, or contracts that are not let through any other standard contracting arrangements that the Council has). In relation to 'unusual' contracts, in particular, it is highly likely that you would want to obtain legal and financial advice.
 - You **must obtain** appropriate legal and/or financial advice for any supply contract you are considering tendering for.

- **In addition** to the above, specific examples are given in these CSOs of where you **must** take appropriate legal and financial advice (eg all Major Contracts, Framework Contracts and other contracts where the Procurement Toolkit for Schools does not apply). Where legal or financial advice is required to be taken it must be taken in good time and in any event prior to the commencement of any procurement.
- **To make sure** that the school deals with contracts and tendering procedures in line with CSOs and financial standing orders and any other relevant documents.
- **To make sure** that the school has systems in place to avoid fraud and corruption.
- **To keep a list of the members of staff** responsible for dealing with tenders and contracts. This list must show the extent of the powers of the members of staff.
- **To provide** any information which the Strategic Director of Performance and Development or the Strategic Director of Resources needs to help us meet legal requirements and CSO procedures.
- **To appoint** a Contracts Officer for the school.
- **To make sure** that all relevant members of staff have received CSO training approved by the Strategic Director of Performance and Development before being given the power to agree contracts.
- **To make sure** that all suppliers have in place sufficient insurance cover as appropriate to the contract in accordance with the Council's insurance guidance.
- **To negotiate** contracts in accordance with these CSOs (see paragraph 19).
- **To make sure** that any members of staff involved in contract negotiations are sufficiently skilled and understand the legal parameters that apply to contract negotiations.
- **To make sure** that all suppliers comply with all applicable Health and Safety legislation.
- **To make sure** that the school complies with the Financial Management Standard in Schools (FMSiS).
- **To determine** whether a late tender for a major contract can be accepted, after having taken appropriate legal advice.
- **To record** in the school's register of contracts all contracts with a total value of £10,000 or above and all supply contracts (ie contracts where the school supplies something) regardless of value.
- **To approve** contracts being entered into.

Where these responsibilities are delegated to the headteacher then Warwickshire County Council will expect the headteacher to report back to the Governing Body at least annually to update the Governing Body on the above items so that the Governing Body can satisfy itself that its duties have been carried out appropriately.

The Governing Body shall be responsible for approving higher value, higher risk contracts and this may not be delegated to the headteacher (but can be to a committee).

3.2 Headteacher

The headteacher's responsibilities are:

- **To carry out** the responsibilities delegated to him or her by the Governing Body.
- **To delegate** the carrying out of activities (but not the responsibility) to the relevant officers below in accordance with the scope set out below.
- To choose a member of staff to act as its 'contracts officer' and to tell the Strategic Director of Performance and Development the name of that person, using the form at Appendix 2.
- To maintain a written record of the members of staff in the school who have been authorised as being responsible for agreeing contracts and the extent of the powers of those members of staff and to notify this information to the Strategic Director of Performance and Development, using the form at Appendix 2.

3.3 Contracts officer

The contracts officer may have the following responsibilities delegated to him or her:

- To monitor compliance with Contract Standing Orders by the school;
- To disseminate information on procurement and contracting to the relevant staff within the school; and
- To make "day to day" entries in the school's register of contracts.

3.4 Authorised members of staff

Authorised members of staff must:

- make sure that the headteacher or governing body has (in accordance with these CSOs) given approval for all contracts they are responsible for;
- make sure that any actions taken are within their powers;

- check that there is enough in the budget to cover the financial commitment they are making both in the current and future financial years; and
- provide details of all the contracts they are responsible for to the contracts officer.

3.5 All staff

- To understand the procedures they must follow in respect of agreeing contracts and ordering goods, work or services for the school.
- To comply with any contracting requirements set out in the relevant employment policy/policies applicable to them.
- All staff must record any interest which could influence their judgment in contracting matters and any equivalent interest held by a close family member or partner in the register held by the school (and to any higher standard if required by any relevant body).
- Staff employed by the County Council must also comply with any requirements of the County Council as regards recording interests which could influence their judgment in contracting matters.

Section 2 Steps Prior to Purchase

4. Approvals

4.1 All contracts must be properly approved **before** they are signed. Approval can be in the form of:

- a decision of the governing body; or
- a decision within the powers given to the headteacher under the governing body's scheme of delegation;

and the following conditions must also be met:

- The contract must meet the requirements of CSOs.
- The contract must be competitively let unless the total value of the contract is less than £2,000 or an exemption from CSOs is obtained.
- The member of staff involved must have the power to deal with the particular contract.
- There must be enough money in the budget to cover the total whole-life financial commitment being made (including any consultant's or other external charges or fees).

5. General Requirements

Before beginning a purchase, the authorised member of staff must also;

- 5.1 Carry out an options appraisal to decide what procurement method is most likely to achieve the purchasing objectives;
- 5.2 Assess the risks associated with the purchase and how to manage them;
- 5.3 Follow the procedures in the Procurement Toolkit for Schools to determine whether it applies to your procurement. **If it does not you must take appropriate legal and financial advice. Failure to do so may lead to Warwickshire County Council invoking its powers under the Section 48 Scheme.**
- 5.4 Consider whether the European Procurement Rules apply. If they do, you must seek advice from the Strategic Director of Performance and Development (Corporate Legal Services Manager) and the Strategic Director of Resources (County Procurement Manager) before you start the tender process **because you are required to take appropriate legal and financial advice in these circumstances.** You must also seek legal advice on your draft OJEU Contract Notice before it is submitted for publication. **Failure to follow the requirements of this paragraph may lead to Warwickshire County Council invoking its powers under the Section 48 Scheme.**

Section 3 Conducting a Purchase

6. Deciding which procedure and competition requirements

6.1 Contract Procedure

The table below sets out which procedures must be followed for different contract values.

The Total Value of the contract is:

Yearly contract value x Contract period in years (including any extension periods). [\[insert worked example\]](#)

Correct valuation of a contract is very important. The total value of a contract that runs over a number of years may place your contract in a different category. This will affect the procedure that you must follow in order to let the contract.

| Total Value | Type of Contract | Procedure to Follow |
|--|------------------|--|
| Below £30,000 | Minor | Minor Contract Procedures (Appendix 1 or such other procedures as approved by the Strategic Director of Performance and Development) |
| £30,000 or above but below EU threshold for goods and services | Ordinary | Ordinary contract procedures as set out in these Contract Standing Orders |
| The EU threshold for goods and services or above | Major | Major contract procedures as set out in these Contract Standing Orders and EU procurement rules as appropriate |
| Any value contract where the school is the Supplier | Supply | Supply contract procedures (section 26) |
| Any value contract where the school is disposing of assets | Disposal | Disposal procedures (section 30) |

The EU thresholds are set out in **Appendix 3**.

It is important to understand that a contract exists even where you make a one-off payment for goods; there does not need to be an on-going service for a contract to be formed.

6.2 Competition requirement

- all contracts must meet the requirements of CSOs
- All contracts with a total contract value of £2,000 or above must be let following a competitive process unless you have obtained an exemption from CSOs (see Section 7)
- You must not enter into separate contracts or select methods of calculating Total Value in order to minimise the application of CSOs or EU Procurement Rules. **If your contract is a Major Contract then you must seek appropriate legal and financial advice. Failure to do so may result in Warwickshire County Council invoking its powers under the Section 48 Scheme.**

7. Exemptions from Contract Standing Orders

7.1 We will only allow exemptions from Contract Standing Orders **in exceptional circumstances**. You must have permission from the Strategic Director of Performance and Development and the Strategic Director of Resources.

7.2 To apply for an exemption, the headteacher must fill in and sign (either electronically or by hand) an [Exemption Form](#). It should then be sent to the Strategic Director of Performance and Development. You must allow plenty of time for the Strategic Director of Resources and Strategic Director of Performance and Development to consider your application and to allow for tendering if they refuse your application.

7.3 Examples of circumstances which **may** justify an exemption are:

- * **urgency** - real emergencies, not delays in making arrangements to agree particular contracts;
- * **no real competition** - the headteacher must use market analysis to explain why there is insufficient competition;
- * **extending an existing contract** - it must be in the school's interests to negotiate with the existing supplier;
- * **price control** – if the price is controlled by trade organisations or government order and there is no reasonable alternative;
- * **repairs or parts** – if the only option is to repair or buy new parts for existing equipment or buildings and there is only one supplier;

- * **a partnership arrangement** – if the supplier is making a large contribution to the funding, and the work, goods or services could not be provided as economically without that contribution.

7.4 An exemption must also be obtained where you want to vary the insurance levels the Council requires contractors to have in place. An [Insurance Exemption Form](#) must be completed and the same process as set out at paragraph 7.2 above must be followed.

8. Drafting your contract specification

- 8.1 You must produce a description of the goods, services or works you need before you start the tender process (the specification). This will allow you to compare prices properly and once the contract has been let, will enable you to manage the contractor's performance.
- 8.2 The level of detail of your specification will depend on the value and type of goods, services or works you are buying.

9. Deciding which procurement method

9.1 To select your contractor you can either use;

- **Centrally approved contracts** - (eg. WCC, ESPO, OGC, framework agreements etc). Where these exist they **MUST** be used and you will be deemed to have complied with CSOs. Further details can be obtained from the County Procurement Unit.
- **An external tender service** - i.e if it is more cost effective to use an organisation like ESPO to carry out the procurement process for you.
- **Approved supplier lists** - Where such a list is available. You must not use approved supplier lists for contracts governed by the EU Procurement Rules as these contracts must be advertised.
- **Conducting a competitive process** – ie if the above options are not suitable or cost effective. The rules set out in CSOs must be followed. Where there are different rules for different types or values of contract, these are set out in paragraphs 10 – 23 below.

10. Getting prices / advertising

There are different rules on whether you need to advertise and invite tenders depending on the type of contract concerned. These are set out below.

| Type of Contract | Minimum Procedure |
|--|--|
| Minor Below £30,000 | You must follow the Minor Contract Procedures contained at Appendix 1 or such other procedures as approved by the Strategic Director of Performance and Development |
| Ordinary £30,000 or above but below EU threshold for goods and services | You must advertise. You can use the Council's web-site (Tender's Available page) to do this. You should also consider advertising more widely (eg external trade or professional journals). |
| Major but not EU (this applies to works contracts only) | You must advertise. You can use the Council's web-site (Tenders Available page) to do this [link to application form and Supply2Gov] . For higher value contracts you should advertise more widely. |
| EU contracts (whether goods, services or works) | You must advertise in the EU Journal and invite to tender. [Link to SIMAP] You can in addition advertise on the Council's web-site (Tenders Available page). [Link to application form] |

11. Shortlisting Tenderers

11.1 Contracts that are subject to the EU procurement rules (and other contracts where that is appropriate) generally follow a two-stage process;

- **Stage 1; selection.** This stage uses a [Pre-Qualification Questionnaire](#) ('PQQ') to short-list those tenderers who you want to invite to submit a tender and;
- **Stage 2 ; evaluation.** This will usually lead to the award of the contract. It is at this stage that any contract specific proposals (e.g. price and how the contract will be delivered) are assessed. Evaluation is dealt with in more detail at 12 below.

11.2 The EU rules say that at Stage 1 (selection) you may only consider those matters which are relevant to the performance of the contract in question (eg financial standing, expertise, experience and technical capacity). You **CAN NOT** consider the suppliers' proposals as to *how* the contract would be delivered.

11.3 Where you are advertising for suppliers, **you must agree and record your method for selecting short-listed tenderers before you advertise.** When deciding your method, you must;

- Treat all tenderers in the same way;
- Keep the process simple and clear; and
- Record and retain all documentation relating to your selection decisions.

- 11.4 You must give tenderers a reasonable amount of time properly to complete the PQQ.
- 11.5 The receipt and opening of PQQs should be formally recorded, dated and signed by at least two members of staff..
- 11.6 You should not normally accept the submission of a late PQQ except in the same circumstances where a late tender would also be accepted (see paragraph 15 below).
- 11.7 Once a supplier has been selected through the selection stage, they are deemed to be suitable to undertake the contract and you cannot then fail them on the same criteria at the evaluation stage (Stage 2) unless relevant changes occur during the later stages of the procurement process (e.g. a change in a supplier's financial standing).
- 11.8 A minimum number of short-listed suppliers are then invited to submit tenders. (See paragraph 13 below)

12. Evaluation

- 12.1 **Before you ask for prices** (whether by quotation or invitation to tender) **you must decide and record how you will assess the quotations or tenders that you receive.** Your criteria must be designed to ensure that the school gets best value for money.
- 12.2 You must publish any tender scoring system or similar tender evaluation model to be used prior to the issue of the invitation to tender. At the same time, you must also notify suppliers of any weightings to be used. These rules apply to all contracts regardless of whether or not they are subject to the EU procurement rules.
- 12.3 The headteacher must make sure that the contract award criteria
- Do not prevent fair competition
 - Do not illegally discriminate between tenderers
 - Meet any relevant UK and EU laws
- 12.4 The basic award criteria can be:
- Most economically advantageous tender (MEAT), where considerations other than price apply. This will be the most suitable criterion in most cases as it provides the school with the greatest flexibility; or
 - Lowest price where the school is the buyer;
 - Highest price where the school is the seller
- 12.5 Where your award criteria is based on the most economically advantageous offer, you may take into account relevant considerations such as price, technical standard, experience and skills, past performance, social and environmental considerations, practical considerations, financial proposals, contract management, quality management proposals and delivery proposals.

13. Inviting Tenders

- 13.1 Where you are advertising for tenderers, you must invite at least 3 tenderers to tender, (or 5 tenders if the EU Restricted Procedure rules apply).
- 13.2 You must send them an invitation to tender together with the contract documents and a tender form. Your invitation to tender must include information on the Council's policies and requirements on;
- Equalities
 - Sustainability
 - Health and Safety

You must also include instructions on how and when they must return their tenders. A standard [invitation to tender](#) (for goods and certain services up to the ordinary contract threshold) and associated documents (including simple contract terms and tender form) are available through the Procurement Toolkit for Schools.

- 13.3 You must give tenderers a reasonable amount of time properly to complete the tender and you must factor a reasonable response time into your procurement timetable. What is 'reasonable' will depend upon a number of factors, e.g. the amount/complexity of the information that you require.
- 13.4 During the period allowed for preparing tenders, you must record all your communications with tenderers. If a tenderer raises a query during this period, you must pass it on to all tenders together with your reply. Remember not to give the identity of the tenderer who has raised the query.
- 13.5 You must not pass on the names or details of suppliers to anyone at any time during the tendering process.

14. Returning Tenders

- 14.1 Tenders can be returned by hand or by post. Tell your tenderers to use postal services that provide them with proof of postage and the time of sending.
- 14.2 For contracts with a total value of £10,000 or above you must not accept tenders sent by fax.
- 14.3 When you receive a written tender, stamp or write the date and time on the packaging. Do not open any of the tenders (whether received by hand or by post) until the final deadline for receiving them. Keep them in a safe place.
- 14.4 If you open a tender by mistake before the deadline, write down how this has happened. Attach this to the packaging and re-seal the tender immediately.

14.5 If you receive fewer tenders than expected, do not contact tenderers to ask whether they have sent one in.

15. Late tenders and PQQs

15.1 You should normally reject tenders and PQQs which you receive after the deadline.

15.2 In exceptional circumstances the headteacher can accept a late tender or PQQ. This only applies if:

- * you have not opened any tenders or any PQQ; **and**
- * you have proof that the tender or PQQ was posted in enough time to meet the deadline. If the tender or PQQ is delivered by hand, the person delivering it must explain why it is late. The headteacher or his/her authorised officer must be satisfied with the reason. You must record this reason; **and**
- * in the case of major contracts you must have the agreement of the Governing Body, after having taken appropriate legal advice.

15.3 If you decide to accept a late tender or PQQ, you must treat that tender or PQQ in the same way as all others. You must record full details of your decision to accept the late tender or PQQ on file.

15.4 If you decide to reject the late tender or PQQ, you should leave it on file, unopened at least until you have awarded the contract and the successful tenderer has accepted. At this stage, you can open the tender or PQQ and inform the tenderer that his bid was not considered because it arrived late.

16. Opening tenders

16.1 Before the deadline for return of tenders, you must agree a time for opening the tenders. Try to open the tenders as soon as possible after the deadline for returning them. If a delay becomes necessary, the headteacher must agree to this and the reason must be recorded. Never extend the deadline for returning tenders or delay the time for opening them to allow for late tenders.

16.2 The authorised member of staff must make sure that the procedures for opening tenders are followed and that the correct records and documents are completed.

16.3 The opening requirements as set out in the table below must be followed

| Type of contract | Opening requirements |
|--|---|
| Ordinary | Tenders opened in front of at least 2 members of staff |
| Major or EU which has a total contract value above the EU threshold for goods and services including any call-off contract under a framework agreement | Tenders opened in front of at least 1 member of staff and 1 officer from Law and Governance authorised by the Strategic Director of Performance and Development |

- 16.4 You must open all tenders at the same session. Open them one at a time. Then each member of staff (and, if relevant, the officer from Law and Governance) must sign and date them. Record the details of each tender on a [tender return form](#). Each member of staff (and, if relevant, the officer from Law and Governance) must sign and date the form.
- 16.5 The members of staff opening the tenders (and, if relevant, the officer from Law and Governance) must sign the total price page. Where the prices are not contained in a single page or where other pages contain relevant pricing information (eg hourly or discounted rates), all relevant pages containing pricing information must be signed.
- 16.6 Once the tenders have been opened, store them again in a safe place.

17. Evaluating Tenders

- 17.1 Before assessing the tenders, you must check that each one meets the requirements of your specification. You must also make sure that there are no major mistakes and that nothing is missing.
- 17.2 You must also check the accuracy of the figures in each tender. If you find minor mistakes which do not affect the overall price or the specification, contact the tenderer and ask them to confirm the correct figures in writing. Keep a record of all mistakes and attach it to the tender documents together with any corrections you have agreed with the tenderer.
- 17.3 Whichever contract award criteria you decide on (see paragraph 12.4), this is how you must evaluate. You must not change your criteria part way through the process.
- 17.4 The headteacher should (taking into account the Governing Body approvals that may be needed as referred to in paragraph 17.7) accept the tender which offers the school best value for money having assessed all the tenders against your chosen award criteria (see paragraph 12). This applies whether you get prices by quotes under the Minor Contract Procedures (see Appendix 1 for approved version) or by more formal tendering processes.

- 17.5 The results of your assessment are strictly confidential, so you must not pass them on to anyone who is not involved in the evaluation process.
- 17.6 Your assessment documentation should clearly show;
- * the result of your assessment of each tender;
 - * a comparison of assessment results; and
 - * your recommendation for who should be awarded the contract.
- 17.7 The information referred to at paragraph 17.6 should be sent to the person with authority to award the contract. You should always consider whether your recommendation for awarding the contract should be put before the governing body or one of its committees **before** contacting the successful tenderer. Higher value, higher risk contracts should be put before the Governing Body for approval prior to being entered into.

18. Notifying tenderers

- 18.1 **Notification – on contracts not subject to the full EU procurement rules** (that is contracts for Part B Services (specifically catering, grounds maintenance, SEN) or contracts below the EU procurement thresholds);
- You must write and tell the successful tenderer your decision as soon as possible **after you have received all necessary approvals** (see paragraphs 3, 4 and 27).
 - You must tell unsuccessful tenderers after you have told the successful tenderer and the successful tenderer **has accepted**.

[Standard letters](#) are available from either Legal Services or County Procurement or (where the Procurement Toolkit for Schools applies) from the Procurement Toolkit for Schools.

- 18.2 If unsuccessful tenderers ask why their tender was not successful, you can tell them in general terms about the areas of their tender which scored well and poorly in your assessment. You should do this within 15 working days of the request. Do not give them details of the other tenders. The name of the successful tenderer and the value of their bid will be made available to the public (see paragraph 20).

- 18.3 **Notification – on contracts subject to the full EU procurement rules;**
- You must write and tell ALL tenderers, both successful and unsuccessful your decision as soon as possible **after you have received all necessary approvals** (see paragraphs 3, 4 and 27). This includes all those tenderers who submitted a PQQ.
 - You must wait a minimum of **ten calendar days** (the standstill period) between telling ALL tenderers your decision and entering into a contractually binding agreement with the successful tenderer.

- 18.4 Your letter must be sent to all those tenderers who submitted a tender or a PQQ (valid or invalid). It must set out:
- * the award criteria;
 - * where scores are being used, the score the tenderer obtained against those award criteria;
 - * where appropriate, the score the winning tenderer obtained; and
 - * the name of the winning tenderer.

[Standard letters](#) are available from either Legal Services or County Procurement.

- 18.5 **Debriefings – On contracts not subject to the full EU procurement rules.** It is good practice to provide a debriefing to any unsuccessful tenderer who requests one. Wherever possible this should be done within 15 working days of the date the request was received
- 18.6 **Debriefings - On contracts subject to the full EU procurement rules.** You must provide a debriefing to any unsuccessful tenderer who requests one. The time limits for providing a debrief will depend on when the request is received.
- *Request received within first 2 working days of the standstill period* – debrief at least 3 working days before the end of the standstill period. You may need to extend the standstill period around public holiday periods.
 - *Request received outside of this period* – debrief within 15 working days of the date the request was received.
- 18.7 The debrief must inform the tenderer of the reasons why he was unsuccessful and, if the tenderer submitted was an admissible tender, you must inform him of the characteristics and relative advantages of the successful tenderer.

19. Clarification and Post-Tender Negotiations

- 19.1 Providing clarification to tenderers or seeking clarification from tenderers, whether in writing or during a meeting, is permitted.
- 19.2 However discussions with tenderers after submission of a tender and before contract award with a view to obtaining adjustments in price, delivery or content (post-tender negotiation) whether as part of a value engineering process or otherwise can only be carried out with the permission of the Strategic Director of Performance and Development and the Strategic Director of Resources. In particular such negotiations must not be conducted in an EU procurement where this might distort competition, especially with regard to price.
- 19.3 It is the responsibility of the Governing Body to ensure that any members of staff involved in contract negotiations are sufficiently skilled and understand the legal parameters that apply.

The following conditions apply to negotiating.

- You must not discuss one tenderer's detailed prices, conditions or terms with another tenderer.
- You must not give anyone information about our criteria for accepting a tender or any other matter connected with the contract or tenders without permission from the headteacher.
- If negotiations lead to a change in the description of goods or services or other terms, you must invite everyone who has provided a tender to re-tender on the basis of the revised contract.
- If other tenderers as well as the tenderer who sent in the lowest price/most economically advantageous tender are to be approached then the Strategic Director of Resources and the Strategic Director of Performance and Development must agree that negotiations can take place.

20. Disclosure of tender information

- 20.1 You must not give tenderers or suppliers or anyone who has a financial interest in the contract any information about the bids or affairs of any other tenderer or contractor unless the law says you must do this. The information you receive is confidential.
- 20.2 The only information you should make public is the name of the successful tenderer and the value of their bid. You must not release this information until the contract has been awarded and accepted.
- 20.3 The Headteacher may decide to make public the value of the other bids received. This information should **not** include the names of the unsuccessful tenderers. However, it is good practice to let tenderers know how they performed in the competition and you may want to give them more information. If this information includes the names of unsuccessful firms, then it must be done in a way that does not link a firm to its bid. Headteachers should make sure that if they are planning to release any information, tenderers know this at the start of the process.

21. Keeping Written Records

- 21.1 The school **must keep proper written records** (whether for Minor, Ordinary, Major, Supply or Disposal contracts) of:
- * the different stages of the tendering process (which includes the Minor Contracts procedures) including all the quotes and letters you have received, and notes of phone calls and meetings about selecting suppliers;
 - * the awarding of the contract;
 - * any information provided to tenderers or contractors; and

* any decisions made, together with the reasons for those decisions.

21.2 You must keep these records for the periods set out in paragraph 23.

22. Contracts Register

The school **must keep:**

- a register of all contracts with a total value of £10,000 or above that the school has agreed (this includes hiring / letting arrangements above this value); and
- a register of all contracts the school has agreed where it is the supplier.

You must keep these two registers separately.

You must make sure that major contracts are recorded in the Central Register of Contracts in the Performance and Development directorate. So, for example, a contract for purchasing services costing the school £160,000 must be recorded in your school's register of contracts and the Central Register of Contracts.

23. Storing Documents

23.1 You must consider confidentiality when storing contracts and other information relating to tenders and agreements.

23.2 Subject to paragraph 23.3 you must store all contracts as set out in the table below.

| | Successful Tenders | Un-successful or Late tenders |
|------------------------------|---|--|
| Minor | Keep the contract at least 6 years after Contract comes to an end | At least 2 years from the date contract starts |
| Ordinary and Major contracts | Keep the contract and any relevant correspondence and records (eg any documents which might have a bearing on the way the contract is interpreted) at least 6 years after contract comes to an end. | At least 2 years from the date the contract starts |

23.3 Contracts made as a deed or under seal must never be thrown away.

- 23.4 You must not throw away contract documentation without the Strategic Director of Performance and Development's permission if you are aware that a legal action or claim for personal injury or death either has been made or there is a possibility that such an action or claim will be made.

Section 4 Special Types of Contract

24. Approved Supplier Lists

24.1 The headteacher may use approved supplier lists to:

- * choose tenderers to bid for a contract; or
- * buy one-off items.

You must not use approved supplier lists for contracts governed by the EU Procurement rules. These contracts must be advertised.

24.2 Before drawing up an approved supplier list you should advertise and invite people to apply to become approved suppliers for the particular type of contract. You can advertise on the Council's web-site (Tenders Available page). When considering whether to include someone on the list you must consider:

- * their past performance on similar contracts (quality and costs);
- * their technical capacity;
- * their specialist experience and skills in the type of products and services you are looking for;
- * their financial situation;
- * their other commitments; and
- * any other qualifications which are relevant, do not prevent fair competition and do not illegally discriminate between suppliers.

24.4 If you use an approved supplier list, you will need a system for selecting suppliers from the list. Your system must make sure that all suppliers on the list have the same opportunity over time to tender for work and your system must be approved in advance by the Strategic Director of Performance and Development (Corporate Legal Services Manager) and the Strategic Director of Resources (County Procurement Manager).

24.5 Review your approved supplier lists every two years against the requirements set out above to assess whether a supplier should remain on or be added to the list. You should also consider whether there are any new suppliers to add to the list.

24.6 You should start new approved supplier lists after **advertising** at least every five years, or earlier if the number of approved suppliers remaining on the list means there is little competition.

25. Framework Agreements

- 25.1 Framework agreements ('call-off contracts') allow the school to fix terms and conditions in advance and to award contracts as and when they arise without needing to re-advertise or re-tender.
- 25.2 Framework agreements must be for a **maximum of four years**. If you are in any doubt about their duration you should seek advice from the Strategic Director of Performance and Development and the Strategic Director of Resources.
- 25.3 Framework agreements are subject to all UK and EU procurement legislation and must also follow these Contract Standing Orders **If your contract is a framework contract then you must seek appropriate legal and financial advice. Failure to do so may result in Warwickshire County Council invoking its powers under the Section 48 Scheme.**

26. Contracts where the school is the supplier

- 26.1 CSOs apply if a school is supplying goods, work or services. Procedures will be different and will probably depend mostly on the person or organisation letting the contract.
- 26.2 The headteacher must keep a list of supply contracts and a list of the school's unsuccessful bids. He or she must record the details of all supply contracts in the school's register for supply contracts.
- 26.3 Where the school is the supplier
- For contracts over £30,000, the Strategic Director of Resources must be satisfied that our bid is financially practical
 - For contracts over £30,000, the Strategic Director of Performance and Development must confirm that we can legally enter into the contract before we provide a tender
 - For contracts over £30,000, the Strategic Director of Performance and Development must approve the terms and conditions
 - For all value contracts, there must be enough insurance to cover any liability we may have under the proposed contract. You must seek advice from the Council's Insurance Manager.
 - You must follow the rules in CSOs on non disclosure of tender information (paragraph 20), keeping written records (paragraph 21) storing documents (paragraph 23) and signing contracts (paragraph 32).

27. Loans and Leasing Arrangements

You must **not** make loans or leasing arrangements (eg. a contract for a photocopier), other than those purchased through centrally approved arrangements (eg the school's leasing scheme), **without approval** from the Strategic Director of Resources. You can apply to the Strategic Director of Resources through the financial services manager in the Children, Young People and Families Directorate. Where you are unsure about the contract terms you should seek advice from the Strategic Director of Performance and Development.

28. Appointing experts and consultants

- 28.1 **You need to be clear about the** status of people we use as experts or consultants. Employment status is not a matter of choice. You cannot simply decide to treat working arrangements as employment or self-employment. It depends on the work to be done and how much control is exercised over them.
- 28.2 Where individuals operate under a '**contract for services**' (as an independent contractor), these CSOs apply. Such individuals are self-employed and paid through Order and Payments. You must ensure that there is appropriate Professional Indemnity Insurance to cover the work of the consultant. Further advice on this can be obtained from the Council's Insurance Manager.
- 28.3 Where a person is taken on under a '**contract of service**', the relevant HR (recruitment) policies apply. Such individuals are employees and must be paid through Payroll.
- 28.4 There may be financial consequences where we get a person's status wrong. Further guidance on [appointing consultants](#) can be found in [the Procurement Toolkit]. Any penalties and backdated tax imposed by the HM Revenue and Customs will be charged to the school.

29. Collaborative and Partnership Arrangements

- 29.1 Collaborative and partnership arrangements are subject to all UK and EU procurement legislation and must also follow these Contract Standing Orders.
- 29.2 Collaborative and partnership arrangements include joint working where one partner takes the lead and awards contracts on behalf of the other partners, long term collaborative partnerships, pooled budgets and joint commissioning. Buying together with other agencies and/or schools would be the most likely examples of collaborative and partnership arrangements.
- 29.3 Further guidance can be obtained from the Strategic Director of Performance and Development.

30. Disposing of school owned assets

- 30.1 When disposing of school owned assets that have a realisable value the school must ensure that it gets best value for money for them.

Section 5 Written Contract and Other Formalities

31. Ordering and entering into a written contract

- 31.1 Once you have selected a supplier, you need to complete the contractual arrangements. Where the Procurement Toolkit for Schools applies (for Minor Contracts and some Ordinary Contracts) the contract terms will be those contained in that toolkit.
- 31.2 **All Major Contracts (and Ordinary Contracts where the Procurement Toolkit for Schools is not applicable) must be in writing and you must seek appropriate legal and financial advice in respect of them. Failure to do so may lead to Warwickshire County Council invoking its powers under the Section 48 Scheme.**
- 31.3 Each head teacher must make sure that the contracts with his or her school are;
- legal;
 - in line with financial regulations;
 - drafted properly;
 - appropriate; and
 - are able to protect the school's interests fully.

32. Signing Contracts

- 32.1 All minor and ordinary contracts must be signed by a properly authorised member of staff under the school's scheme of delegation.
- 32.2 All major contracts must be either:
- sealed by the Council and witnessed (signed) by a designated officer; **or**
 - signed by **two** designated officers.

Designated officer means the Chief Executive, the Strategic Director of Performance and Development and any other officer authorised by either or both of them.

33. Certified Contracts

If a supplier asks us to certify that the contract is legal, you must pass the contract to the Strategic Director of Performance and Development before signing it. You must also send details of the approval for the contract and any other relevant documents.

34. Parent Company Guarantees and Performance Bonds

You must seek the advice of the Strategic Director of Resources on whether a parent company guarantee or performance bond is needed in cases where;

- there is doubt about the suppliers financial standing
- the contract poses a high risk to the Council

If a parent company guarantee or performance bond is needed then you must seek the approval of the Strategic Director of Performance and Development to the terms and conditions of that guarantee or bond.

35. Performance Monitoring

- 35.1 During the life of the contract, the authorised member of staff should monitor the contract in respect of the following;
- Performance;
 - Compliance with specification and contract;
 - Cost;
 - Any Best Value requirements;
 - User satisfaction; and
 - Risk management
- 35.2 Where the contract is to be re-let this information should be available early enough to inform the approach to re-letting the subsequent contract.

36. Declarations of interest

- 36.1 **All** staff must declare to their line manager any interest which could influence their judgement in contracting matters.
- 36.2 All staff must record any interest which could influence their judgment in contracting matters and any equivalent interest held by a close family member or partner in the register held by the school (and to any higher standard if required by any relevant body).
- 36.3 Staff employed by the County Council must also comply with any requirements of the County Council as regards recording interests which could influence their judgment in contracting matters.
- 36.4 Where a member of staff has an interest which could influence their judgment in contracting matters, he/she must not take part in the contracting process.

- 36.5 All staff must comply with any requirements related to contracting/procurement set out in any employment policy/policies that apply to them.
- 36.6 Governors must disclose personal interests in accordance with legislation and retire from any meetings and/or abstain from voting as appropriate.

37. Further information and help

If you require further information, guidance or support on any aspect of CSOs for Schools or procurement you may wish to consider the following resources:

- CSO training for Schools is available via the Council. Please contact the Governor Developer Manager (tel: 01926 413723; email: governors@warwickshire.gov.uk).
- The Council's electronic procurement toolkit for schools (the Council's Procurement Toolkit for Schools) is available for Ordinary contracts for the purchase by schools of goods and certain services.
- A new unit, the Educational Procurement Centre (EPC), has been developed from the work of the Centre for Procurement Performance (CPP, which was set up within the then DfES (Department for Education and Skills)). The EPC works across the schools sector to promote and support more sustainable procurement practices and effective contract management. In the event of any conflict between the guidance provided by the CPP/EPC and CSOs for Schools, you must comply with CSOs for Schools. Nevertheless, much useful information is available via the EPC website at: <http://www.teachernet.gov.uk/management/epc/>
- The Department for Children, Schools and Families have developed a Financial Management Standard in Schools (FMSiS) and toolkit that provides much useful information about the proper financial management of schools, including helpful information on good procurement practice. It is available at: www.ipfbenchmarking.net/consultancy_dfes_update/

38. Interpretation

Any generic reference to 'Strategic Directors' in these Contract Standing Orders is to be interpreted as including the Chief Executive of the Council.

APPENDIX 1 APPROVED FORM OF MINOR CONTRACTS PROCEDURE

These procedures apply to all contracts with a total aggregate value below £30,000

You should decide on your requirements for the goods, services or works (the specification) before you ask for quotations. You need to consider: -

- What you want
- When you want it
- Where you want it
- How many
- To what quality

A detailed specification should be included with the letter of invitation to quote for any requirement over £10,000.

Requirements for Minor Contracts which staff MUST comply with: -

- These Minor Contract Procedures only apply to contracts with external organisations (i.e. not the County Council)
- These Minor Contract Procedures apply to the employment of any external expert or consultant
- All staff and Governors must comply with the rules on declarations of interest and any requirements related to contracting/procurement set out in any employment policy/policies that apply to them.
- Where there is a recognised WCC, ESPO or OGC contract, you should use it. WCC, ESPO & OGC contracts are deemed to comply with these Minor Contract Procedures.
- You must get proper value for money and consider the need for competition, efficiencies and savings at all times
- Contracts with a total value expected to exceed £2,000 must be awarded under competitive conditions
- Where there is insufficient competition to allow the required number of quotes to be obtained, you may seek an exemption from Minor Contract Procedures, following the process set out in Contract Standing Orders. Exemption from Minor Contract Procedures will only be permitted in unusual circumstances.
- The authorised member of staff and contracts officer must ensure that there is sufficient budget (in the current and future financial years) to cover the commitment being made.
- All bidders must be treated equally and fairly
- All quotations must ask for the same information from all potential suppliers to ensure fairness.
- Quotes must be assessed against your chosen award criteria. Your criteria should be determined before you ask for quotes
- Information received from suppliers is confidential and must not be disclosed to a third party
- Where it is recommended to accept a bid which is not the lowest then the reasons must be documented
- Authorised members of staff MUST keep proper written records of all Minor Contracts including all quotations received.
- Contracts with a total value of £10,000 or above must be recorded in the register of contracts
- You must have a written document which sets out the terms and conditions of the contract

- Minor contracts should be kept for 6 years after the contract comes to an end, and documents relating to unsuccessful or late tenders for at least 2 years from the date the contract starts.
- The European Procurement Rules may still apply to minor contracts It is the responsibility of the member of staff undertaking the procurement to check whether the European Procurement Rules apply and if so, that they are complied with

Minor Contract Procedures – Decision Tree

This document should be read in conjunction with the Procurement Toolkit and Contract Standing Orders. The Governing Body, headteachers, contracts officers and authorised members of staff must all be familiar with both documents.

| | | | |
|----|--|-----------|---|
| 1. | Is the total contract value greater than £30,000 | Yes No | These procedures do not apply – refer to Contract Standing Orders for details of how to proceed Continue to step 2 |
| 2. | Is there a WCC mandatory contract that you can use | Yes No | Use the mandatory contract Continue to step 3 |
| 3. | Is there an ESPO contract that you can use | Yes No | Use the ESPO contract Continue to step 4 |
| 4. | Is there an OGC or other Authority contract that you can use | Yes No | Use that contract Continue to step 5 |
| 5. | Is the total contract value less than £2,000 | Yes No | Obtain a verbal quotation from at least 1 supplier (confirmed in writing if over £500) and place an order through WCC approved financial systems Continue to step 6 |
| 6. | Is the total contract value £2,000 or above but less than £10,000 | Yes No | Obtain verbal quotations from at least 2 suppliers (confirmed by the suppliers in writing). Place an order through WCC approved financial systems. Continue to step 7 |
| 7. | Is the total contract value £10,000 or above but less than £30,000 | Yes No | Obtain at least 3 written quotations using the WCC standard quotations template and place an order through WCC approved financial systems. Enter details in the school's register of contracts Go back to step 1 |

Summary of Requirements if steps 5 – 7 apply

| Value | Requirements |
|------------------------------------|--|
| Less than £2,000 | A single oral quotation is acceptable (confirmed in writing if greater than £500) however a second quotation should be considered |
| £2,000 or above but below £10,000 | At least 2 written quotations must be obtained before an order is placed through WCC approved financial systems. Fax / e-mail quotes are permissible |
| £10,000 or above but below £30,000 | At least 3 written quotations must be obtained using the WCC standard quotations template before an order is placed through WCC approved financial systems – entry in the schools' register of contracts is required |
| £30,000 or above | These minor contract procedures do not apply and you should refer to Contract Standing orders |

APPENDIX 2 NAMES OF APPOINTMENTS FORM

Note to schools – please print off and complete a copy

Contracts Officer (Section 3.3)

..... is the school's Contract's Officer.

Authorised Members of Staff (Section 3.6)

| Name | Limit of Authority |
|---------|--------------------|
| | £ [and] |
| [.....] | £ [and] |
| [.....] | £ [and] |

is/are the members of staff authorised to [agree and to sign] contracts up to the value shown

These members of staff are authorised pursuant to [decision of the Governing Body and specify date] [decision given to the Head under the governing body's scheme of delegation and specify date].

APPENDIX 3

EU THRESHOLDS

**PUBLIC CONTRACTS REGULATIONS 2006
RELEVANT THRESHOLD FROM 1 JANUARY 2008**

| | SUPPLIES | SERVICES | WORKS |
|-----------------------|------------------------|------------------------|----------------------------|
| Threshold for schools | £139,893 (€206,000) | £139,893 (€206,000) | £3,497,313 (€5,150,000) |

NOTE THAT THE EU THRESHOLDS CHANGE EVERY 2 YEARS. THE NEXT CHANGE IS DUE FROM 1ST JANUARY 2010.