



SCHOOL CONTRACT STANDING ORDERS

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1. Introduction

- 1.1 Every contract made by a governing body of a Local Authority maintained school or nursery to which the power of making contracts shall have been delegated, shall comply with these standing orders. These rules shall apply to all procurement activity regardless of the origin of the funding.
- 1.2 The Scheme for Financing Schools, made in accordance with Section 48 of the School Standards and Framework Act 1998, sets out the financial relationship between the local authority and the maintained schools which it funds. The requirements of the scheme are binding on both the local authority and on the schools. The scheme requires all maintained schools to comply with the Authority's financial regulations and standing orders in purchasing, tendering and contracting matters.
- 1.3 These Standing Orders align with the Council's Contract Procedure Rules and will help to ensure that the School's procurement activity is undertaken in a legally compliant, transparent, fair and competitive manner.
- 1.4 Decisions relating to procurement are among the most important decisions that can be made by the School and its Governing Body because the money involved is public money and the School is concerned to ensure that high quality Goods, Services and the execution of Works are procured. Efficient use of resources in order to achieve Best Value is therefore an imperative.
- 1.5 The Committee on Standards in Public Life (Nolan Committee) set out seven principles of public life which apply to all public office holders. The seven principles are:
 - Honesty
 - Integrity
 - Selflessness
 - Objectivity
 - Openness
 - Accountability
 - Leadership

These principles underpin the provisions set out within these Rules and these should be embedded in all procurement and contract management activities undertaken by the school.

- 1.6 For the avoidance of doubt, these Rules shall apply to Framework Agreements.
- 1.7 A glossary of key terms is provided at Appendix 1 of these rules.

2. Basic Principles

- 2.1 All Procurement Activity must be compliant with the latest EU laws, national legislation and have regard to:

- (a) The need to achieve accountability through effective mechanisms which enable staff and governors of the School to maintain the highest standards of integrity and honesty.
- (b) The need to provide consistent procurement policy to suppliers and achieve competitive supply;
- (c) The need to meet commercial, regulatory and strategic priorities of the School;
- (d) The need to achieve efficiencies by administering procurement processes which are cost effective;
- (e) The need to ensure Value for Money;
- (f) The need to ensure fair-dealing by ensuring that suppliers are treated fairly and without unfair discrimination;
- (g) The need to maintain integrity by excluding corruption or collusion with suppliers or others from procurement processes;
- (h) The need to ensure informed decision-making based on accurate information;
- (i) The need to ensure legality in the administration of procurement processes and award of contracts;
- (j) The need to create and retain an audit trail in relation to each Procurement Activity.

3. Pre-Procurement Process

3.1 Authority to carry out Procurement Activity

- 3.1.1 Any procurement activity undertaken by the School must be carried out with the appropriate express delegated authority as required by the School's Scheme of Financial Delegation. Where the estimated value of the contract exceeds the delegated thresholds for Headteacher approval, authority to undertake the procurement exercise must be obtained from the Governing Body.
- 3.1.2 The School should satisfy itself that sufficient funds are available within the budget to cover the full costs over the life of the contract, prior to commencing the procurement activity.

3.2 Appraisal of the Procurement Activity

- 3.2.1 The School should complete an options appraisal for the procurement activity and consider the following:
 - (a) Value for Money;
 - (b) The need for the commission and its priority;
 - (c) The objectives of the commission;
 - (d) The appropriate decision making route;
 - (e) Any risks associated with the commission and how to manage them;
 - (f) The market;
 - (g) TUPE and pensions;
 - (f) Which procurement method is most likely to achieve the commissioning objectives;

- (g) Existing and compliant Framework Agreements or other arrangements including any opportunity for joint procurement or delivery with another public body or other organisation;
- (h) Business continuity management;
- (i) The impact on privacy;
- (j) The capacity to manage the procurement and the Contract to be awarded;
- (k) Any requirement for stakeholder consultation;
- (l) Social Value and the duty to secure continuous improvement in accordance with Best Value.

3.2.2 The Council has a range of pre-existing contracts for goods, works and services which the School may be able to utilise when purchasing goods, works or services. Similarly, the Council has in-house services and partner organisations which may be able to deliver the services or works which the School are looking to commission at a competitive cost. The School should consider these options as part of the pre-procurement process.

3.2.3 The School must ensure that an appropriate Specification or request for a Quote commensurate to the scope of the Goods, Services, execution of Works or Concessions Contract required is written prior to the commencement of any Procurement Activity.

3.2.4 The School should assess its capacity and capability to manage the procurement activity and deliver the resulting contract. For complex or high value contracts the school should ensure that appropriate professional support is available to assist with the procurement exercise. In such cases, it is the school's responsibility to ensure that any third party providing procurement support adheres to the requirements of these Rules.

3.2.5 In cases where the school believes that TUPE may apply, the school must obtain appropriate HR and Legal advice.

3.3 Framework Agreements

3.3.1 Where, following an options appraisal, a suitable Framework Agreement is identified and it is intended to award a Call-off Contract, the School must ensure that:

- (a) Any Call-off Contract is entered into in accordance with the terms of the relevant Framework Agreement; and either
 - i) a mini-competition (the tender process required by the Framework Agreement) is held in accordance with rules of the Framework Agreement; or
 - ii) an Exemption has been obtained to allow a direct award to a Contractor.

3.3.2 A Framework Agreement is considered suitable where it has either been entered into by:

- (a) the Council or the School in compliance with these Rules; or
- (b) another local or public authority, a local or public authority purchasing consortium or central government where the Framework Agreement has

been tendered and awarded in accordance with EU public procurement legislation, and the Council is identified as a participating authority.

- 3.3.3 Where a Framework Agreement has been set up following an EU Tender, there must be full compliance with EU Procurement Directives when awarding Call-off Contracts under it.

3.4 Estimating the Total Value of a Contract

- 3.4.1 The School must not split contracts or calculate the value of contracts in such a way as to deliberately avoid public procurement rules or any thresholds identified within these rules. All contracts must be dealt with according to their total value and the School should calculate the total value (excluding VAT) of any contract. The value of a Contract should be calculated as follows:

Yearly contract value multiplied by contract period in years (including any option to extend) = Total value

Where the duration of the contract is indeterminate, this should be taken to be the estimated value of the contract over a period of four years.

The School should also consider any other Procurement Activity being undertaken by the School which may be taken into account in calculating the value.

3.5 Award Criteria

- 3.5.1 The School should define the award criteria that are appropriate to the procurement activity prior to inviting the quotations or tenders and the criteria should be designed to secure an outcome giving value for money for the School. The basic award criteria shall include one of the following:
- (a) Most economically advantageous tender (“MEAT”) - where considerations other than price also apply;
 - (b) Lowest price
- 3.5.2 If MEAT is the chosen award criteria, based on cost and quality, this should be scored by a panel of three or more staff members, governors and /or independent experts using criteria, identified in advance of the Procurement Activity, which must:
- (a) be strictly observed at all times throughout the tender process;
 - (b) reflect the principles of Best Value;
 - (c) include price;
 - (d) consider whole life costing;
 - (e) be weighted according to their respective importance;
 - (f) include, where applicable, the quality of the Bidder’s proposals to accept a transfer of staff under TUPE;
 - (g) avoid discrimination or perceived discrimination on the basis of nationality or other cause contrary to any of the Council’s or School’s policies;

- (h) result in the Contract being awarded to the most economically advantageous tender, i.e. the tender that achieves the highest score in the objective assessment.

The award criteria must not include Non-commercial Considerations or matters which discriminate against suppliers from the EU.

4. Procurement Requirements and Financial Thresholds

- 4.1 The total value of the contract calculated in accordance with provision 3.4.1 will determine the procurement route to follow. Table 1 below sets out the financial thresholds and the procurement requirements relative to each value:

Table 1

Value	Procurement Route
£0-£4,999.99	Minimum one written Quote in accordance with Rule 5 - Quotes
£5,000-£49,999.99	Minimum three written Quotes in accordance with Rule 5 - Quotes or:
	Open Invitation to Tender in accordance with Rule 6 - Tenders. Sufficient Tenders submitted to ensure competitive bids.
£50,000 and up to the Regulation* Thresholds	Open Invitation to Tender in accordance with Rule 6 - Tenders. Sufficient Tenders submitted to ensure competitive bids.
Above the Regulations* Thresholds	Most appropriate procedure permitted by the Regulations*

* Public Contracts Regulations 2015 SI 2015/102 as amended or replaced from time to time, which implement the EU Procurement Directives.

- 4.2 Where the value of the Contract is above the Regulations Thresholds, the school should determine which procurement route to follow in accordance with the Regulations. The regulations set out a number of different procurement routes which may be used depending on the type of procurement activity, but the procedures set out in the regulations must be followed closely to ensure compliance. To help ensure compliance, appropriate procurement support should be commissioned by the school for any project with a value in excess of the Regulation thresholds.

5. Quotes

5.1 Requests for Quotes

- 5.1.1 All requests for Quotes must be placed in writing and issued to an appropriate number of suppliers to ensure compliance with the requirements set out in Table 1.
- 5.1.2 When requesting a Quote, an appropriate description of the Goods, Services, or execution of Works setting out the School's requirements in sufficient detail must be provided to prospective Bidders to enable the submission of competitive Quotes.
- 5.1.3 The request for a Quote shall also make reference to or include the following as a minimum:
- (a) the terms and conditions of Contract that will apply; and
 - (b) notification that Quotes are submitted to the School on the basis that they are compiled at the Bidder's expense; and
 - (c) a description of the award criteria as appropriate and in accordance with Rule 3.5;
 - (d) the date and time by which a Quote is to be submitted; and
 - (e) that the School is not bound to accept any Quotes submitted.
- 5.1.4 Where requests for a Quote are sought from more than one prospective Bidder, where possible, the request must be sent to each Bidder at the same time and contain the same conditions. Any supplementary information must be given on the same basis.

5.2 Submission and Receipt of Quotes

- 5.2.1 Bidders must be given a reasonable period in which to prepare and submit a proper Quote, consistent with the complexity of the Contract requirement.
- 5.2.2 Quotes must be opened in accordance with Table 2 set out in Rule 6.4
- 5.2.3 Any Quote submitted after the specified date and time for submission of Quotes should not be accepted.
- 5.2.4 If fewer than the minimum number of Quotes is received as stipulated in Table 1 in Rule 4.1, then the approval of the Governing Body will be required before proceeding.

5.3 Evaluation of Quotes

- 5.3.1 All compliant Quotes, must be checked to ensure that they are arithmetically correct. If arithmetical errors are found they should be notified to the Bidder, who should be requested to confirm, correct or withdraw their Quote.
- 5.3.2 Where MEAT is used as the award criteria, all evaluations including an explanation of the reasons for the scores should be formally recorded.

5.4 Contract Award – through a Quotation Process

- 5.4.1 The contract will be awarded in accordance with the award criteria used.
- 5.4.2 The approval to award the contract must be given in accordance with the School's Scheme of Financial Delegation.
- 5.4.3 Prior to the commencement of the contract, the contract must be completed in accordance with Rule 7.

6. Tenders

6.1 Invitations to Tender

- 6.1.1 All competitive tendering exercises must follow an Open Tender procedure. As a minimum the tender opportunity should be advertised in two places:
 - a) Public notice shall be given in one or more local newspapers and in one or more newspaper or journal circulating among such persons as undertake such contracts.
 - b) The Government's 'Contracts finder' website

Where the estimated value of the contract exceeds the Regulation thresholds the school must also:

- c) Publish the appropriate notices within the Official Journal of the European Union (OJEU)
- 6.1.2 The Invitation to Tender, shall include the following where appropriate:
 - (a) A form upon which the Bidder can provide details of its bid ("Form of Tender");
 - (b) A reference to the School's ability to award in whole, in part or not at all;
 - (c) A Specification that describes the School's requirements in sufficient detail to enable the submission of competitive offers;
 - (d) The terms and conditions of Contract that will apply;
 - (e) A requirement for Bidders to declare that the Tender content, price or any other figure or particulars concerning the Tender have not been disclosed by the Bidder to any other party (except where such a disclosure is made in confidence for a necessary purpose);
 - (f) A requirement for Bidders to fully complete and sign all Tender documents including the Form of Tender.
 - (g) Notification that Tenders are submitted to the School on the basis that they are compiled at the Bidder's expense;
 - (h) A description of the award procedure and the evaluation criteria to be used to assess Tenders including any weightings as considered appropriate. The evaluation criteria must be clear, concise and unambiguous. The evaluation criteria cannot be amended once published in the Invitation to Tender;

- (i) Whether alternative proposals or variants will be considered and on what terms, such terms to be clear in their impact on price and other essential criteria and to be considered only in accordance with the evaluation criteria set out;
- (j) The method by which any arithmetical errors discovered in the submitted Tenders are to be dealt with and in particular, whether the overall price prevails over the rates in the Tender or vice versa;
- (k) Whether the School is of the view that TUPE will be applicable in relation to the procurement activities;
- (l) Whether additional arrangements will be required in relation to pension provision;
- (m) Provisions relating to the School's termination rights in the event that corruption is discovered;
- (n) The relevance and application of any parent company guarantees and/or bonds;

6.1.3 The proposed form of Contract must comply with Rule 7 and where possible the Council's standard terms and conditions of Contract must be incorporated.

6.1.4 All Bidders invited to Tender must be issued with the same information at the same time and contain the same conditions. Any supplementary information must be given on the same basis.

6.2 Pre and Post Tender Clarification Procedures

6.2.1 Providing pre-Tender clarification to potential or actual Bidders, or seeking clarification of a Tender, is permitted subject to Rule 6.2.3.

6.2.2 Post-tender clarification may be undertaken with Bidders only where it is essential in order to be completely clear about any fundamental aspect of the Tender submission before the completion of the Tender evaluation process and subject to Rule 6.2.3.

6.2.3 All pre- and post-tender communication must be conducted either in writing or in a meeting recorded by the Headteacher. All correspondence or meetings must be documented and the record retained. Where a meeting is required, there must always be more than one Officer present.

6.2.4 At all times during the clarification process, the School shall consider and implement the principles of non-discrimination, equal treatment and transparency.

6.2.5 Unless otherwise permitted by the Regulations, in no circumstances are post-award negotiations permitted.

6.3 Submission and Receipt of Tenders

6.3.1 Bidders must be given a reasonable period in which to prepare and submit a proper Tender, consistent with the complexity of the Contract requirement and in accordance with the Regulations.

6.3.2 Any Tender (including all associated documents) submitted after the specified date and time for submission of Tenders should not be accepted.

6.3.3 All Tenders received must remain unopened until the specified closing date and time has passed.

6.4 Opening Tenders

6.4.1 Tenders are to be opened in accordance with the following Table 2:

Table 2

Value of Contract:	£0 - £49,999.99	£50,000 up to Regulation Thresholds	Above Regulation Thresholds
Officers required to be present:	Headteacher and one other member of staff	Headteacher and 1 member of the Governing Body	Headteacher and Chair of Governors
Expected Duration:	Within 2 working days of the deadline for submission.	Within 2 working days of the deadline for submission.	Within 2 working days of the deadline for submission.

6.4.2 A record of the Bidders and the values submitted should be made at the time that the tenders or quotes are opened and the record should be signed and dated by those people present in accordance with Table 2 above.

6.5 Evaluation of Tenders

6.5.1 In the event that an Abnormally Low Price is received, the School should seek to clarify that the tenderer has fully understood the requirements of the specification and should investigate the bid to obtain assurance that the goods, works or services can be delivered for the price tendered. Any clarification undertaken at this point should be done in accordance with Rule 6.2. .

6.5.2 All compliant Tenders must be checked to ensure that they are arithmetically correct. If arithmetical errors are found they should be notified to the Bidder, who should be requested to confirm, correct or withdraw their Tender.

6.5.3 Where MEAT is used as the award criteria, all evaluations including an explanation of the reasons for the scores should be formally recorded.

6.6 Contract Award – through a Tender process

6.6.1 The winning Tender shall be awarded the Contract in accordance with the award criteria used.

6.6.2 The approval to award the Contract must be given in accordance with the School's Scheme of Financial Delegation.

- 6.6.3 A contract which has a value above the Regulation Thresholds can only be awarded after a notice of the proposed award has been given to all unsuccessful Bidders and the 10 day standstill period has elapsed from the date the notice was given.
- 6.6.4 Once the decision to award a Contract is made, each Bidder must be notified in writing of the outcome. All Bidders must be notified simultaneously and as soon as possible of the intention to award the Contract to the successful Bidder(s). The letters must include a description of the relative advantages of the successful Tender.
- 6.6.5 Prior to commencement of the Contract, the Contract documentation must be completed in accordance with Rule 7.6.6.6 The School should ensure they have the necessary information to provide feedback to unsuccessful bidders in the event of a request..

6.7 Enquiries about the Tender process

- 6.7.1 The confidentiality of Tenders and the identity of Bidders must be preserved at all times insofar as this is compatible with the Schools' obligations under FOIA and EIR.
- 6.7.2 In the event of any challenges or complaints being received in relation to the tender process the School should seek advice for the Council's Legal Service.

7. Contract Provisions and Contract Formalities

7.1 Contract Provisions

- 7.1.1 All Contracts must be in writing and must set out the parties' obligations, rights and risk allocations and should incorporate the Council's standard terms and conditions.
- 7.1.2 All Contracts, irrespective of value, shall, where appropriate, clearly specify as a minimum:
- (a) What is to be supplied (i.e. the Works, Goods, Services, matters or things to be furnished, had or done);
 - (b) The provisions for payment (i.e. the price to be paid and when) with a statement of discounts or other deductions;
 - (c) The time, or times, within which the contract is to be performed;
 - (d) The provisions for break clauses. All Contracts of a duration of more than five years shall contain provision for review and, if appropriate, a break at five yearly intervals;
 - (e) The provisions for the School to terminate the Contract and seek damages in the event of the Contractor's default;
 - (f) The provision for collateral warranties from sub-contractors;
 - (g) The policies and procedures that must be complied with;
 - (h) Data protection requirements to ensure that School data is held in accordance with appropriate information security safeguards. In addition that the Contractor must report any potential wrongful disclosure to the School;

- (i) Where relevant to the subject matter of the Contract, provisions for the safeguarding of vulnerable adults and children and arrangements for reporting concerns;
- (j) That the Contractor may not assign or subcontract without prior written consent;
- (k) Any insurance requirements;
- (l) Health and safety requirements;
- (m) Ombudsman requirements;
- (n) Business continuity requirements, if relevant;
- (o) Disability Discrimination Act 2005/ Equality Act 2010 requirements;
- (p) FOIA/EIR requirements;
- (q) a right of access to relevant documentation and records of the Contractor for monitoring and audit purposes;
- (r) security for the due performance of the Contract

7.1.3 The Council's Legal Services can provide advice on Contract specific terms and conditions.

7.1.4 Where the estimated value of the contract is in excess of the Regulation thresholds the form of contract must be reviewed and agreed by the Council's Legal Services. In such cases the school should engage with Legal Services prior to the procurement activity so that the terms and conditions of the contract can be determined in advance.

7.2 Contract Formalities

7.2.1 Once a decision to award has been made, the Contract must be signed by the Headteacher having first obtained the approval of the Governing Body in accordance with the School's Scheme of Financial Delegation.

7.2.2 Where the value of the contract exceeds the Regulation thresholds the contract will be signed or sealed by the Council.

7.2.3 Where the contract is to be in writing, the contract including all schedules and appendices should be sent to the winning Bidder for signing.

7.2.4 Before arranging for the Contract to be signed on behalf of the School, the Headteacher must check that the returned signed Contract has not been amended or altered by the winning Bidder(s) without prior written agreement by the School.

7.2.5 All Contracts which are to be formally completed in writing must be completed before the Goods are supplied, or the Service or execution of Works begins.

7.2.6 A purchase order must be raised for all goods, services and works requirements to be procured for all Contracts. The purchase order must refer to the terms and conditions of the Contract between the Council and the Contractor.

7.2.7 The Headteacher must ensure that the person signing on behalf of the Contractor has requisite legal authority to bind the Contractor.

8. Exemptions

8.1 Exemptions

- 8.1.1 These Rules are mandatory but in limited circumstances, it may be necessary to seek an Exemption from these Rules. Any such Exemption should be obtained prior to the procurement activity.
- 8.1.2 An Exemption cannot be given where this would contravene the Regulations, or any other legislation.
- 8.1.3 Exemptions will only be considered in exceptional circumstances. Examples of circumstances which may be considered exceptional could include the following:
- (a) Proprietary or patented goods or services are proposed to be purchased which, in the opinion of the Headteacher, are only obtainable from one person and it can be demonstrated that no reasonably satisfactory alternative to those proprietary or patented goods is available; or
 - (b) The Headteacher can demonstrate that no genuine competition can be obtained in respect of the purchase of particular Goods, Services or execution of Works; or
 - (c) The Headteacher is satisfied that the Services or execution of Works are of such a specialist nature that they can only be carried out by one person (e.g. statutory undertakers); or
 - (d) Goods are proposed to be purchased by or on behalf of the School at a public auction; or
 - (e) Goods or Services are proposed to be purchased which are of a specialist or unique nature (such as antiques for museums or a particular performance artist); or
 - (f) 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; or
 - (g) To comply with legal requirements; or
 - (h) The Contract is for Goods, Services or the execution of Works which are required in circumstances of extreme urgency for example where immediate repairs are required to buildings, structures and other assets damaged by fire, bad weather or vandalism; or
 - (i) The provision of a service urgently required due to the failure of a Contractor through unsatisfactory performance or the appointment of an administrator receiver or liquidator to administer its affairs. The Contract should be re-let at the earliest opportunity in compliance with these Rules; or
 - (j) Where an extension for a particular period can be justified, for example where a Service review includes the intention to co-terminate relevant Contracts within a reasonable period; or
 - (k) The direct award to a contractor under a framework agreement where this is permitted in accordance with the terms and conditions of the framework.

8.2 Procedure for Exemptions

- 8.2.1 To apply for an Exemption the Headteacher should complete an Exemption Form and submit this to the Governing Body (or relevant committee with delegated responsibility for financial matters) for consideration. The Exemption Form must then be approved by the Governing Body (or relevant committee) and signed by the Chair of Governors or Chair of the Committee. The template Exemption Form is included at Appendix 2 of these rules.
- 8.2.2 The Headteacher must ensure that the Exemption Form provides full details of the request and any supplementary documentation to support the request.
- 8.2.3 No commitment should be made to a potential Contractor prior to authorisation.
- 8.2.4 The minutes of the meeting at which the Exemption is considered should record details of the Exemption and the Governors approval. A copy of the completed and signed Exemption Form should be retained by the School.
- 8.2.5 In circumstances of urgency, the Chair of Governors may authorise an Exemption in writing prior to the next Governing Body Meeting. In such instances, the completed Exemption Form must be presented to the next Governing Body (or relevant Committee) meeting for information.

9. Modifications

- 9.1 Contract modifications should only be made where there is sufficient budgetary provision and it can be demonstrated that the modification provides value for money.
- 9.2 Where the cumulative value of the modification is less than 10% of the original contract value, the modification must be approved by the Headteacher.
- 9.3 Where the cumulative value of the modification is between 10% and 50% of the original contract value, the modification must be approved by the Governing Body (or relevant committee with delegated responsibility for financial matters). In circumstances of urgency, the Chair of Governors may authorise the contract modification in writing prior to the next Governing Body Meeting. In such instances, details of the modification should be reported to the next Governing Body (or relevant Committee) meeting for information.
- 9.4 The modification of a contract by more than 50% of the original contract value is not permitted and in such instances the school must undertake a new procurement exercise in accordance with these rules.
- 9.5 For contracts with a value in excess of the Regulation thresholds a modification is only permitted where the contract contains appropriate clauses allowing such modifications and the school should obtain advice from the Council's Legal Services before any such modifications are made.

10. Declarations of Interest and Anti-Bribery and Corruption

- 10.1 The School's reputation with regards to Procurement Activity is important and should be safeguarded from any imputation of dishonesty or corruption. All staff members and governors are reminded of their responsibilities in relation to gifts, hospitality and any conflicts of interest and they must ensure they comply with the obligations set out in any relevant school policies, guidance or strategies relating to bribery, fraud and corruption. Relevant interests, gifts and hospitality should be recorded within the appropriate register.
- 10.2 Any staff member or governor must declare any interest which could influence their judgement in relation to Procurement Activity.
- 10.3 No gifts or hospitality should be accepted from any Bidders involved in Procurement Activity.

11. Contract Management

- 11.1 The school should allocate responsibility for managing the school's contracts to a specific staff member (the Contract Manager)..
- 11.2 The Contract Manager will be responsible for reviewing, monitoring and evaluating the Contract to ensure that its provisions and the services within it are being followed and performed as they should be.
- 11.3 During the life of the Contract, the Contract Manager should monitor the Contract in respect to the following:
 - (a) Performance, ensuring that where performance falls below expected standards this is managed promptly;
 - (b) Compliance with the Specification and Contract;
 - (c) Cost, ensuring that there are no unanticipated variations in price or spend;
 - (d) Any Social Value requirements;
 - (e) Risk Management ensuring risks associated with the Contract are identified and managed and any risk registers are kept up to date;
 - (f) Safeguarding where appropriate; and
 - (g) User satisfaction;

12. Retaining Relevant Documents

- 12.1 All records in relation to the award of Contracts and the associated procurement process must be retained by the School and should be available for inspection by the Council's internal and external auditors immediately upon request. Records will be retained in accordance with the Regulations and any other relevant legislation applicable to record retention.
- 12.2 Hard copies of all written contracts shall be retained as follows:

- (a) Contracts with a value between £5,000 and £249,999.99 for six years after the end of the Contract
 - (b) All sealed Contracts and Contracts with a value of £250,000 and above for twelve years after the end of the Contract
 - (c) Contracts that are grant funded regardless of value must comply with retention period above or the terms and conditions of the grant, whichever is the longer
- 12.3 Copies of all successful quotes and tenders must be retained for 6 years plus the current financial year. Unsuccessful quotes and tenders must be retained for 1 year plus the current financial year.
- 12.4 If legislation related to any individual Contract stipulates a longer retention period than this, then the legislation requirements takes precedence over the School's minimum periods.

Glossary of Key Terms

In these Rules the words and phrases below have the following meanings:

“Abnormally Low Price”	means a price in a Tender or Quote which is more than 15% lower than the adjusted average price and exceeds the proximity margin that is, is more than 1% lower than the lowest qualifying price, where the adjusted average price is the average of all the tender prices provided excluding the highest tender price, the proximity margin shall be limited to a minimum value of £1,000 and a maximum value of £100,000 and the lowest qualifying price is the lowest price submitted that is more than or equal to 85% of the adjusted average price. “Abnormally High Price” shall be interpreted in the same way.
“Best Value”	has the same meaning as that defined in the Local Government Act 1999 as amended from time to time.
“Bidder”	means any Economic Operator that submits a Quote or a Tender.
“Call-off”	means an order made/call-off Contract entered into under a Framework Agreement.
“Contract”	means a legally binding agreement between the School and the Contractor for the procurement by the Council of Goods, Services, the execution of Works and Concessions and which incorporates the terms and conditions under which the Goods, Services, execution of Works and Concessions will be provided which, for the avoidance of doubt, includes the appointment of consultant architects, surveyors and other professionals and also any supplier or subcontractor nominated by the School in connection with a Contract.
“Contractor”	shall mean the Bidder who the School enters into a Contract with following the submission of a Quote or Tender and who is appointed by the School to provide the Goods, Services, execution of Works or Concessions Contract. They may also be referred to as ‘suppliers’, ‘providers’ or ‘service providers’ within certain Council departments.
“Contracts Finder”	means the web-based portal provided by or on behalf of the Cabinet Office.
“EIR”	means the Environmental Information Regulations 2004.
“EU Procurement Directives”	means the Public Contracts Directive 2014/24/EU, the Concessions Directive 2014/23/EU and other relevant Directives in force from time to time.
“Exemption”	means the release of the obligation to comply with these Rules.
“Exemption Form”	means the form to be submitted for the purpose of recording the authorisation of an Exemption.
“FOIA”	means the Freedom of Information Act 2000.
“Framework Agreement”	means an agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing Call-off Contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.
“Goods”	means an inherently useful tangible item required by the school, from time to time.
“Invitation to Tender”	means an invitation issued by the School to Bidders to submit a Tender or a Quote for the provision of Goods, Services, the

	execution of Works or a Concessions Contract in accordance with the Specification or request for those Goods, Services, execution of Works or Concessions Contract.
“Modification”	means any variation to a Contract.
“Non-commercial Considerations”	means the matters set out in Section 17(5) of the Local Government Act 1988 as amended by Section 2 of the Public Services (Social Value) Act 2012
“OJEU”	means the Official Journal of the European Union.
“Procurement Activity”	means the process of procurement by the School of Goods, Services, the execution of Works and Concessions.
“Quote”	means a formal offer submitted by a Bidder to the Council in response to a request for Quotes issued under Rule 7 to supply Goods, Services, execute Works or operate a Concession at a defined price.
“Regulations”	means the Public Contracts Regulations 2015 SI 2015/102 as amended or replaced from time to time, which implement the EU Procurement Directives.
“Regulations Threshold”	means the financial threshold identified by the EU Procurement Directives, as amended from time to time, and where applicable, requires the Procurement Activity to be subject to the Regulations or the Concession Regulations.
“Scheme of Delegation”	means the scheme of financial delegations established by the Governing Body setting out the roles and responsibilities in relation to the school’s financial matters.
“Services”	means the time, effort and expertise required by the School, from time to time, and supplied by a Contractor.
“Specification”	means a document setting out the outputs, outcomes and the scope and nature of Goods, Services, execution of Works or a Concession required by the School from a Procurement Activity.
“Social Value”	means the improvement to the social, environmental and economic wellbeing of the Borough of Wigan.
“Tender”	means a formal offer submitted by a Bidder to the School at a stated price in response to an Invitation to Tender .
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 and as may be further amended from time to time together with any EU Directives including but not limited to the Acquired Rights Directive 2001/23/EC, as amended from time to time.
“Value for Money”	means the optimum combination of whole-life costs, price, quality and benefits to meet the School’s requirement. Such a term equates to the EU procurement requirement of most economically advantageous offer as well as the duty of Best Value as defined by the Local Government Act 1999 as amended from time to time.
“Works”	means the provision of physical activity which is directed toward the production or accomplishment of something by the Contractor, from time to time.
“Writing”	means the requirement that any document should be in writing is satisfied where (apart from the usual meaning of that expression) the text of it is created and transmitted by electronic means, in legible form, and capable of being used for subsequent reference.

**APPLICATION FOR EXEMPTION FROM SCHOOL CONTRACT PROCEDURE RULES
(STANDING ORDERS)**

School Name:	Date of request:
Contractor	
Amount of the contract <i>(estimated or actual)</i>	Budget Provision <i>(Cost Centre and Ledger Code to meet the cost of the contract)</i>
Nature of Contract: <i>(include contractor details, items/services to be provided commencement date and expected duration)</i>	

Please outline the CPR's you wish to exempt <i>(please quote para no.)</i>	
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Please explain why you want an exemption to the above CPR?
How was this particular contractor selected and what evidence do you have to demonstrate value for money?
What is the proposed action to be taken at the end of the exception? <i>(i.e. contract terminates or to be re-commissioned/procured- if the latter please provide further details of how this will be achieved.)</i>

APPROVAL

The information provided on this form is correct. The proposed expenditure is in accordance with the requirements of the Contract Procedure Rules with the exception of those for which an exemption is being applied for.

Signature of Headteacher:	Date:
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I have no objections to the exemption sought and I am satisfied that value for money can be demonstrated.

Signature of Chair of Governors/Committee:	Date
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