

# **LMS Part 3 Procurement and Contract Procedure Rules**

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*The LMS Scheme specifies that Schools are required to abide by these Procurement and Contract Procedure Rules on purchasing, tendering and other contracting matters, including the requirement to assess in addition, where relevant, the health and safety and competence of Contractors taking account of the Council's policies and procedures on these matters.*

*These Rules are made by North Yorkshire Council on the advice of the S151 Officer in consultation with the Monitoring Officer under the LMS Scheme. The LMS Financial procedure Rules shall be applied in conjunction with these Rules.*

## 1. INTRODUCTION

1.1. These Rules form part of the overall control framework within which Schools operate. They aim to facilitate sound, innovative service delivery by setting out best practice for the administration of all procurement and contract management matters, ensuring a high quality of procurement and contract management information, robust procurement and contract management and enabling good decision making. They should not be viewed as a barrier to executive action and are constantly kept under review to ensure that they remain relevant to the day-to-day activities of Schools, and contribute to the delivery of value for money.

1.2. References in these Rules to:-

- (a) any legislation include a reference to any amendment or re-enactment of such legislation;
- (b) the value of any Contract or Grant are to the total estimated value payable (including VAT where applicable) over the full period of the Contract or Grant including any options or extensions to the Contract or Grant;
- (c) the Headteacher, S151 Officer and the Monitoring Officer shall be taken to include such Officers as are designated by those officers to undertake the duties and responsibilities set out in these Rules.

## 2. DEFINITIONS

2.1. These terms will have the following meanings in the Procurement and Contract Procedure Rules:-

<b>Best Value Process Form</b>	means the form to be completed to capture the rationale for not seeking bids in accordance with <b>Rule 8.6</b> .
<b>Central Digital Platform</b>	means the online system established by the Minister for the Cabinet Office and which may be accessed on <a href="https://www.gov.uk/find-tender">https://www.gov.uk/find-tender</a>
<b>Centralised Procurement Authorities</b>	means a contracting authority that is in the business of carrying out procurement for or on behalf of, or for the purpose of the supply of goods, services or works to, other contracting authorities.
<b>Concession</b>	means a contract for the supply, for pecuniary interest, of works or services to a contracting authority where-

- (a) At least part of the consideration for the supply is a right for the supplier to exploit the works or services, and
- (b) Under the contract the supplier is exposed to a real operating risk.

<b>Contract</b>	means any agreement, excluding a Grant, made between the School and any other person which is intended to be legally enforceable and involves the acceptance of an offer made by one party to commit itself to an action or series of actions and subject to the exceptions in <b>Rule 3.2</b> .
<b>Contract Register</b>	means the register of Contracts maintained by the School as set out in <b>Rule 17.6</b> .
<b>Contracting Authorities</b>	means a public authority which is wholly or mainly funded out of public funds, or subject to public authority oversight and does not operate on a commercial basis.
<b>Council</b>	means North Yorkshire Council.
<b>CPV</b>	means the common procurement vocabulary which is a single classification system for public procurement to help identify goods, services and works.
<b>E-tendering system</b>	means the School's chosen online procurement platform used to publish opportunities and receive supplier submissions for consideration or an approved alternative.
<b>Elected Member</b>	means an elected member of North Yorkshire Council or co-opted member on a Council committee.
<b>Electronic Signatures</b>	means an advanced electronic signature which is: <ul style="list-style-type: none"><li>(i) uniquely linked to the signatory; and</li><li>(ii) capable of identifying the signatory; and</li><li>(iii) created using means that the signatory can maintain under his/her sole control; and</li><li>(iv) linked to the data to which it relates in such a manner that any subsequent change of the data is detectable.</li></ul>
<b>Goods</b>	means those goods that have a CPV Code starting with 0 up to and including 44 or 48.
<b>Governing Body</b>	means the Governing Body of a School.
<b>Grant</b>	means a sum of money awarded by the School to third parties.
<b>Headteacher</b>	means the Headteacher of a School.
<b>Leasing Agreement</b>	means a contract for the provision of finance to enable goods or services to be obtained and where

	ownership in those goods does not automatically pass to the School at the end of the contract period.
<b>Light Touch Contract</b>	means those services covered by the CPV Codes set out Table 2 of Schedule 1 of the Procurement Regulations 2024.
<b>Monitoring Officer</b>	means North Yorkshire Council's appointed Monitoring Officer.
<b>Officer</b>	means a School employee or other authorised agent.
<b>PA2023</b>	means the Procurement Act 2023.
<b>PCR2015</b>	means the Public Contracts Regulations 2015.
<b>Person</b>	means any individual, partnership, company, trust, other local authority, Government department or agency.
<b>Responsible Officer</b>	means the Officer who is responsible for the procurement and/or management of a Contract.
<b>Rules</b>	means these LMS Procurement and Contract Procedure Rules.
<b>S151 Officer</b>	means North Yorkshire Council's appointed S151 Officer.
<b>Services</b>	means those services that have a CPV Code starting with 50 up to and including 98.
<b>Supplier</b>	means a person or entity with whom the School has a contract.
<b>Threshold Amounts</b>	means the thresholds amounts for a contract of a type referenced to in Schedule 1 of the Procurement Act 2023.
<b>Waiver Request Form</b>	means the prescribed form to be completed when requesting a waiver in accordance with <b>Rule 9.14</b>
<b>Works</b>	means any of the activities within the CPV Code listed in the Procurement Regulations 2024 under Schedule 3.

### 3. GENERAL

- 3.1. These Rules are made by North Yorkshire Council on the advice of the S151 Officer (in consultation with the Monitoring Officer) under the LMS Scheme. The Council recognises the complexity of some of these Rules and Schools are therefore encouraged to seek the support available from the Procurement and Contract Management Service (01609-533450, [procurement@northyorks.gov.uk](mailto:procurement@northyorks.gov.uk)).
- 3.2. These Rules do not apply to Contracts in which the School are the supplier (i.e. Trading) or to Contracts that are of the kind listed in Schedule 2 of the PA2023. This includes the following types of Contracts:
  - a) Vertical ("Teckal") Arrangements

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- b) Horizontal (between Contracting Authorities) Arrangements
- c) Land & building (Refer to the Property Procedure Rules)
- d) Broadcasting
- e) Electronic Communications Services (within the meaning given in section 32 and 151 of the Communications Act 2003)
- f) Alternative dispute resolution which includes arbitration, mediation or conciliation services or any other similar services
- g) Legal Services relating to judicial proceedings, notary where mandated by law or in relation to an order of the court or tribunal
- h) Financial Services related to the lending of money, investment services or provision of services by the Bank of England (Refer to the Financial Procedure Rules)
- i) Employment
- j) Research & Development services

- 3.3. The S151 Officer (in consultation with the Monitoring Officer) shall regularly review the application and effect of these Rules and shall propose such updated Rules to the Executive Members for Children & Young People as the S151 Officer may consider appropriate. The S151 Officer welcomes feedback on the operation of these Rules to ensure that they both remain effective and relevant to the day-to-day operational activities of Schools.
- 3.4. The Headteacher shall ensure that all documentation relating to Contracts, Grants and procurement processes is retained in accordance with the School's Records Retention and Destruction Schedule.
- 3.5. Where the School has awarded a contract to any person to supervise or otherwise manage a contract on its behalf such a person shall be required to comply with these Rules as if they were an Officer of the School.
- 3.6. Wherever appropriate procurement shall be undertaken using the standard documents. Wherever alternative documents are to be used they must be approved by the Headteacher.
- 3.7. Where appropriate the School reserves the right to mandate a minimum yearly turnover that suppliers are required to have which will not exceed twice the estimated contract value.
- 3.8. Where the School is procuring in partnership with another contracting authority who are the lead procurer, the School will follow the lead procurers Procurement and Contract Procedure Rules or equivalent.
- 3.9. Officers must comply with the award procedures and transparency requirements as defined in the relevant legislation (e.g. PCR2025, PA2023) and in line with these Rules.

- 3.10. Where a proposed procurement includes two or more types of provision (i.e. Goods, Services and Works) the value shall be based on the provision that characterises the main subject of the Contract in question.

#### **4. COMPLIANCE REQUIREMENTS**

##### ADHERENCE TO THESE RULES

- 4.1. Officers must comply with the award procedures and transparency requirements as defined in the relevant legislation (e.g. PCR2025, PA2023) and in line with these Rules.
- 4.2. Every Officer shall comply with these Rules and any unauthorised failure to do so may lead to disciplinary action.
- 4.3. The Headteacher shall be responsible for monitoring adherence to these Rules.
- 4.4. The Headteacher shall take all such steps as are reasonably necessary to ensure that Officers within their School are aware of and comply with these Rules.

##### LEGISLATION AND STANDARDS

- 4.5. Every Contract and Grant shall comply with all relevant applicable legislation and government guidance.
- 4.6. Where relevant, every Contract shall specify that materials used, goods provided, services supplied or works undertaken (as the case may be) shall comply with applicable standards.
- 4.7. In consultation with the Monitoring Officer (or delegate), Headteachers shall ensure that the School has the legal power to enter into any Contract or Grant and that in respect of all Contracts and Grants, regardless of whether they involve the procurement or provision by the School.
- 4.8. In respect of grounds and buildings the School shall at all times:-
- (a) Follow the guidance issued by the Council's Property Service and any other guidance from the Council on the management of risk and health and safety and security matters;
  - (b) Act on the instructions of the Council as "landlord" (this does not apply to Voluntary Aided Schools);
  - (c) Follow statutory requirements on Health and Safety, Construction (Design and Management) Regulations, Asbestos, Building Regulations, Planning Approval and other statutory and regulatory requirements;
  - (d) Be responsible for any loss arising from a failure to follow the advice of the Council as "landlord" (this does not apply to Voluntary Aided Schools);

- (e) Seek the consent of the Council's Strategic Planning Team to proposed building work whatever the source of funds. This must be done through the completion of the Project Proposal Form which is available in the School Premises area of the CYPS Info site or can be requested from [ampsuitability@northyorks.gov.uk](mailto:ampsuitability@northyorks.gov.uk), where schools can also request any advice or guidance which may be required.

#### CONTRACT REGISTER

- 17.6 The School shall maintain a Contract Register the purpose of which is to record key details of all Contracts with an aggregate value of £5,000 exclusive of VAT or more.
- 17.7 All Responsible Officers will notify the Headteacher of any Contract awarded above £5,000 exclusive of VAT. The Responsible Officer will use the format prescribed by the Headteacher and report this information quarterly.
- 17.8 The Headteacher shall ensure that:-
  - (a) all relevant Contracts (including those Contracts to which **Rule 16** applies) are entered onto the Contract Register; and
  - (b) the Contract Register is maintained by entering new Contracts onto it and removing expired Contracts from it in line with the School's Records Retention and Destruction Schedule.

### **5. FORM OF CONTRACT**

- 5.1. Every contract shall be evidenced in writing (by the use of a purchase order, exchange of correspondence or other written medium). A signed Contract must be in place on or before the service commencement date, unless otherwise agreed by the Headteacher or Governing Body.
- 5.2. Wherever appropriate, contracts shall be made on the basis of terms and conditions agreed by the Monitoring Officer (or delegate). Such terms and conditions may be incorporated into standard order conditions. The School may accept different terms and conditions proposed by a Supplier provided that the advice of the Monitoring Officer (or delegate) as to their effect has been sought and considered.
- 5.3. The written form of agreement must clearly specify the obligations of the School and the Contractor and shall include:-
  - (a) the work to be done or the goods or services to be provided
  - (b) the standards which will apply to what is provided
  - (c) the price or other consideration payable
  - (d) the time in which the Contract is to be carried out
  - (e) the remedies which will apply to any breach of Contract.



## 6. SIGNATURE/SEALING OF CONTRACTS

- 6.1. Every written Contract or Grant must be either signed or sealed in accordance with this Rule.
- 6.2. All contracts below the threshold amounts can be signed by the Headteacher (or by an Officer authorised by the Headteacher to sign on the Headteacher's behalf).
- 6.3. All contracts above the threshold amounts must be signed by the Headteacher (or by an Officer authorised by the Headteacher to sign on the Headteacher's behalf) AND the Monitoring Officer (or by an Officer authorised by the Monitoring Officer to sign on his behalf).
- 6.4. If the contract is to be sealed instead, only the Monitoring Officer (or a Legal and Democratic Services' Officer authorised by the Monitoring Officer) may seal a Contract on behalf of the School, in each case being satisfied that there is appropriate authority to do so. Where agreed by the Monitoring Officer, electronic Deed may be executed by the Monitoring Officer or a Legal and Democratic Services' Officer using the Council's chosen electronic deeds execution system.
- 6.5. The Monitoring Officer (or an Officer authorised by the Monitoring Officer) will determine whether a Contract must be signed or sealed.
- 6.6. The Headteacher and such of his staff as he may designate are authorised to sign any such contract or Grant.
- 6.7. The Monitoring Officer (or delegate) also authorises such Contracts or Grants to be signed by authorised officer where:-
  - (a) appropriate authority exists for the School to enter into the Contract, and
  - (b) the Contract is either:-
    - (i) in a nationally recognised form, or
    - (ii) a standard form prepared or approved by the Monitoring Officer, or
    - (iii) is otherwise in a form approved by the Monitoring Officer; and
  - (c) any variations to approved forms of Contract must themselves be approved by the Monitoring Officer (or delegate), whether they are affected by amending the Contract itself or by correspondence
- 6.8. Signatures may be affixed to a Contract either using physical, handwritten means or an Electronic Signature, as appropriate and in accordance with UK law. Electronic Signatures may only be affixed using the Council's chosen electronic signature system or an approved alternative, as agreed by the Headteacher.
- 6.8. The use of Electronic Signatures is not permitted in circumstances where:
  - (a) the Contract is to be sealed (except where **Rule 6.4** applies);



- (b) a physical handwritten signature needs to be filed;
- (c) there is a proviso in the Contract which prevents the use of an Electronic Signature;
- (d) the Contract may need to be enforced in a jurisdiction where Electronic Signatures are not accepted;
- (e) the Contract needs to be notarised.

6.9. The Headteacher shall ensure that no Contract or Grant agreement is entered into which is ultra vires.

## **7. BONDS AND LIQUIDATED DAMAGES**

- 7.1. Where appropriate, the School shall consider whether to include provision for the payment of liquidated damages by a Supplier for breach of Contract.
- 7.2. Where considered appropriate by the School, the Supplier will be required to provide a parent company guarantee / performance bond to secure the performance of the Contract. Such performance bonds should provide for a sum of not less than 10% of the total value of the contract or such other sum as the S151 Officer considers appropriate.

## **8. QUOTATION & BEST VALUE PROCESSES**

### SINGLE QUOTATION PROCESS

- 8.1. Where the estimated value of a Contract is less than or equal to £5,000 excluding VAT (taking into account the whole life cost of the Contract, including extensions and/or variations) a single quote can be obtained.
- 8.2. A single quote cannot be accepted where the value exceeds £5,000 excluding VAT. If the value of the quote exceeds £5,000 excluding VAT three quotes must be obtained or the best value process completed in accordance with **Rules 8.3 to 8.8**.

### MINIMUM THREE QUOTES & BEST VALUE PROCESS

- 8.3. Where the estimated value of a Contract is above £5,000 excluding VAT, and less than or equal to £30,000 including VAT (taking into account the whole life cost of the Contract including extensions and/or variations) a minimum of three quotes should be sought.
- 8.4. A minimum of one quote must be from a Small and Medium Enterprise (SME), Voluntary, Community or Social Enterprise (VCSE) or local supplier based within North Yorkshire, unless this is not possible due to the nature of the market.
- 8.5. It is the Responsible Officer's responsibility to keep a record of quotes sought for audit purposes and to demonstrate best value has been achieved.
- 8.6. Under exceptional circumstances, the Contract may be directly awarded using the best value process as long as sufficient justification is given for not undertaking a

competitive quotes process. It is the Officer's responsibility to complete the Best Value Process Form which captures the rationale for not seeking a minimum of three quotes and captures the outcome of the process as a record.

- 8.7. A minimum three quotes or best value process cannot be accepted where the value exceeds £30,000 including VAT. If the value exceeds £30,000 including VAT for this process the bid process must be followed in accordance with **Rule 9**.
- 8.8. All contracts entered into via this process will be published on the School's contract register. The responsible officer will notify the Headteacher of any contract awarded above £5,000 (excluding VAT).

#### EXCEPTIONS TO THE QUOTATION / BEST VALUE PROCESS

- 8.9. The quotation or best value processes does not need to be followed in the following circumstances:
- (a) purchases via a public contract which has been established either by the School or by another public sector body or consortia (including, but not limited to Centralised Procurement Authorities) and where such arrangements are lawfully accessible to the School; or
  - (c) the instruction of Counsel by the Monitoring Officer; or
  - (d) where funding is received by the School, either in its own right or as an accountable body, and the terms of such grant or other external funding state that it must be applied in accordance with those terms when entering into a contract.
- 8.10. The Responsible Officer will be responsible for Headteacher of any exemptions used in **Rule 8.9**. The requirement to publish a record on contracts register will still apply to exemptions.

### **9. BID PROCESS**

- 9.1. If the estimated value of a contract exceeds £30,000 inclusive of VAT but is less than the appropriate Threshold Amounts, bids must be invited from all potential Suppliers.
- 9.2. A bid cannot be accepted where the value meets or exceeds the relevant Threshold Amount. If the value of the bid meets or exceeds the relevant Threshold Amounts the tender process must be followed in accordance with **Rule 10**.

#### PUBLICATION

- 9.3. As a minimum all bids must be advertised on an e-tendering system.
- 9.4. All suppliers shall be provided in all instances with identical information (including the evaluation criteria details) and instructions.

#### VARIANT BIDS

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- 9.5. Where considered appropriate, Schools may permit potential Contractors who have been invited to submit bids to also submit variant bids (i.e. bids which do not comply with some or all of the requirements of the primary bid). The same opportunity to submit variant bids must be given to all Suppliers.

#### RECEIPT OF BIDS

- 9.6. A bid may only be considered if before the deadline date and time:-
- (a) it has been received electronically through the e-tendering system, or
  - (b) (where permitted in exceptional circumstances) it has been received in a sealed envelope marked "Bid" and indicating the subject matter of the bid and it has been opened after the expiry of the deadline for submissions and at the same time as other bids for the same subject matter in the presence of at least two Officers authorised to open bids.

#### POST BID NEGOTIATIONS

- 9.7. Post bid negotiations with selected suppliers shall only be carried out where:-
- (a) post bid negotiations are permitted by law; and
  - (b) the Headteacher in consultation with the Governing Body considers that added value may be obtained; and
  - (c) post bid negotiations are conducted by a team of suitably experienced Officers approved by the Headteacher and who have been trained in post bid negotiations; and
  - (d) a comprehensive, written record of the post bid negotiations is kept by the Responsible Officer; and
  - (e) a clear record of the added value to be obtained as a result of the post bid negotiations is incorporated into the Contract with the successful Supplier.
- 9.8. **Rule 9.7** shall not operate to prevent clarification of all or part of any bid to the extent permitted by law and where such clarifications are sought the provisions of **Rule 9.7 (c) and (d)** shall apply.

#### CONTRACT AWARD

- 9.9. Before a Contract is awarded such steps shall be taken by the Responsible Officer as are reasonably necessary (having regard to the subject matter, value, duration of the Contract and other relevant factors) to complete a risk assessment of the potential Supplier's financial stability.
- 9.10. All contracts entered into via this process will be published on the School's Contracts Register.
- 9.11. Where a Contract is terminated within the first 6 months of the Contract commencement date, the School may award the Contract to the second placed

supplier, provided that this demonstrates Best Value and with agreement from the Headteacher, in consultation with the Governing Body.

#### EXCEPTIONS TO THE BID PROCESS

- 9.12. The bid process does not need to be followed in the following circumstances:-
- (a) purchases via public contract which have been established either by the School or by other public sector bodies or consortia (including, but not limited to PSBOs) and where such framework agreements are lawfully accessible to the School. Contracts awarded from such Framework Agreements shall be awarded in accordance with the provisions of that Framework Agreement; or
  - (b) the instruction of Counsel by the Monitoring Officer; or
  - (c) where funding is received by the School, either in its own right or as an accountable body, and the terms of such grant or other external funding state that it must be applied in accordance with those terms when entering into a contract; or
  - (d) purchases at public auctions (including internet auction sites, e.g. eBay) where the School is satisfied that value for money will be achieved; or
  - (e) the purchase of Goods, Works or Services which are of such a specialised nature as to be obtainable from one Supplier only; or
  - (f) repairs to or the supply of parts for existing proprietary machinery or plant where to obtain such supplies from an alternative supplier would invalidate the warranty or contractual provisions with the existing supplier; or
  - (g) Light Touch Contracts where the service is of a specialist or personal nature and where service users must be involved in the selection of the Supplier and where the School considers it inappropriate for bids to be invited, or
  - (h) the service is currently supplied by a Supplier to the satisfaction of the Headteacher, is considered to be offering value for money and where the foreseeable disruption to services cannot justify the bid process; or
  - (i) in relation to Pilot schemes for a proof of contract/trialling a product or area of innovation.
  - (j) Contracts where the School deems that for reasons of extreme urgency brought about by unforeseeable events unattributable to the School, the timescales for obtaining bids cannot be met. A written record shall be signed and dated by the Chair of the Governing Body, whenever this Rule applies.
- 9.13. Where any of the exceptions set out in **Rule 9.12** above are applied a written record shall be signed, dated and kept. The Headteacher shall maintain a register of all recommendations made under this Rule.
- 9.14. For exceptions that fall outside the circumstances listed in **Rule 9.12**, a request for a waiver can be made to the Headteacher and Chair of the Governing Body using the Waiver Request Form prescribed by the S151 Officer which shall specify the reasons

for the request. The Headteacher shall maintain a register of all waivers made under this Rule.

- 9.15. The requirement to publish a record on contracts register will still apply to all exemptions.

## 10. TENDER PROCESS

### COMPETITIVE TENDERING PROCEDURES

- 10.1. Where the estimated value of the Contract meets or exceeds the relevant Threshold Amounts (see **Rule 10.2**), Tenders must be invited and awarded in accordance with the competitive tendering procedures of the PA2023 which are:
- a) A single-stage tendering procedure without a restriction on who can submit tenders (an “Open procedure”), or
  - b) Such other competitive tendering procedure as the School considers appropriate for the purpose of awarding a contract (a “competitive flexible procedure”).
- 10.2. The Threshold Amounts are as follows for the various types of contract inclusive of VAT:
- a) Light Touch Contract - £663,540
  - b) Concession Contract - £5,372,609
  - c) Works Contract - £5,372,609
  - d) Contract for the supply of goods or services - £214,904

### PUBLICATION

- 10.3. Prior to publication of a Tender, a preliminary market engagement notice should be published on the Central Digital Platform followed by a mandatory tender notice to initiate the supplier invitation to the opportunity. Associated tender documents must also be published alongside the tender notice on the School’s e-tendering system, or an appropriate alternative system as agreed by the Headteacher, which must include the details of the evaluation process.
- 10.4. All suppliers shall be provided with identical instructions (including the evaluation criteria details) and information.

### VARIANT TENDERS

- 10.5. Where considered appropriate, the School may permit suppliers to submit variant Tenders (i.e. tenders which do not comply with some or all the requirements of the primary tender). The same opportunity to submit variant Tenders shall be given to all suppliers. Variant Above Threshold Tenders shall only be considered if the supplier also submits a compliant primary tender.

### RECEIPT AND OPENING OF TENDERS

- 10.6. A Tender may only be considered if before the deadline date and time:-
- (a) it has been received electronically through the E-tendering System, or (where permitted in exceptional circumstances, and subject to agreement by the Headteacher) it has been received electronically through an appropriate alternative method; or
  - (b) (where permitted) it has been received in hard copy in a sealed envelope marked "Tender" and indicating the subject matter of the Tender, and the identity of the supplier cannot be ascertained from the tender envelope.
- 10.7. If a Tender is received after the specified closing date and time it may not be considered unless the Headteacher is satisfied that the Tender was submitted electronically or posted or otherwise dispatched in sufficient time to be delivered before the specified time but that delivery was prevented by an event beyond the control of the supplier.
- 10.8. The Headteacher (or a person designated by them) shall be responsible for the reception and safe custody of Tenders until they are opened.
- 10.9. All Tender submissions, whether electronic or hard copy, must be opened at the same time, in an auditable way, by an independent Officer.
- 10.10. Where circumstances permit, any Tenders that are returned in hard copy format shall have a written record of the Tenders received which will be maintained by the Headteacher. Such a record shall include the date and time of Tender opening, the identity of the Officer(s) present, the identities of suppliers and the tendered sums (where readily ascertainable).

### EVALUATION

- 10.11. The evaluation of Tender submissions shall be carried out by Officers who are considered appropriate having regard for the subject matter and value of the Contract.
- 10.12. All Tender processes shall have a minimum of 3 appropriate Officers to undertake the evaluation process. The evaluation process will include:
- Individual evaluation assessment and scoring (where required)
  - Consensus marking exercise
  - Independent review (where required)
  - Moderation by the evaluation panel (where required).

### CONTRACT AWARD

- 10.13. The School may award a contract to a supplier that submits the most advantageous tender in a competitive tendering procedure.
- 10.14. Before entering into a contract resulting from a competitive tendering procedure, an assessment summary must be sent to each supplier that submitted an assessed tender in line with Section 50 of the PA2023. A contract award notice must then be



published on the Central Digital Platform which sets out the intention to award and instigates the mandatory 8 working day standstill period (where applicable).

- 10.15. All contracts entered into will be published on the School's contract register and a contract details notice must be published on the Central Digital Platform. If the contract is £5,000,000 or above, a redacted copy of the contract must also be published with at least 3 key performance indicators.
- 10.16. Where a Contract is terminated within the first 6 months of the Contract commencement date, the School may award the contract to the second placed supplier with agreement from the Headteacher in consultation with the Chair of the Governing Body, provided that this demonstrated Best Value and none of the original award criteria has changed.

#### EXCEPTIONS TO THE TENDER PROCESS

- 10.17. The Tenders process does not need to be followed in the following circumstances:
- (a) purchases via a public contract or dynamic market which has been established by the School or by other public sector bodies or consortia (including, but not limited to Centralised Procurement Authorities) and where agreements are lawfully accessible to the School; or
  - (b) where Section 41 (Direct Award in special cases), Section 42 (Direct award to project life, etc) or Section 43 (Switching to direct award) of the PA2023 applies.

A written record shall be signed and dated whenever this Rule applies and the Headteacher shall maintain a register of such written records.

### **11. CONTRACT MANAGEMENT**

- 11.1. The Responsible Officer shall take all such steps as are appropriate to monitor and review the performance of the Contract, having regard to its value, nature, duration and subject matter. As part of the monitoring and review process the Responsible Officer shall maintain adequate records of Contract performance and details of review meetings with the Supplier. Such relevant records and details shall be made available to School's appointed Internal Audit whenever required.

#### CONTRACT MODIFICATIONS – BELOW THRESHOLD CONTRACT

- 11.2. Contracts with a value below the relevant Threshold Amount may be varied or extended or novated in accordance with the terms of that Contract. Any proposed variations outside the scope of the Contract must be approved by the Monitoring Officer or delegate.
- 11.3. Where a below threshold contract awarded under the PA2023 is modified and the modified value exceeds the relevant Threshold Amount it will be considered a "convertible contract" and will subject to the PA2023. Convertible contracts may be varied or extended in accordance with the terms of that Contract and/or as outlined in Section 74 of the PA2023. Approval must be sought approved by the Monitoring Officer



or delegate. If a “convertible contract” is £5,000,000 or above (including VAT), a redacted copy of the contract must be published.

#### CONTRACT MODIFICATIONS – ABOVE THRESHOLD CONTRACT

- 11.4. Above Threshold contracts awarded under the PCR2015 may be varied or extended in accordance with the terms of that Contract and/or as outlined in Regulation 72 of the PCR2015. Approvals must be sought by the Headteacher and Governing Body.
- 11.5. Above Threshold contracts awarded under the PA2023 may be varied or extended in accordance with the terms of that Contract and/or as outlined in Section 74 of the PA2023. Approvals must be sought by the Headteacher and Governing Body. If the contract is £5,000,000 or above (including VAT), a redacted copy of the variation contract must also be published.

#### CONTRACT TERMINATION

- 11.6. If an Officer requires a Contract to be terminated then this must be done in accordance with the terms of the Contract and in accordance with the PCR2015 / PA2023, where applicable. Approvals must be sought by the Headteacher and Governing Body.
- 11.7. Where an above Threshold Amount contract awarded under the PA2023 has expired, the Responsible Officer must notify the Headteacher in order to ensure a contract termination notice is published in accordance with the PA2023.

### **12. TRAINING FOR PROCUREMENT AND CONTRACT MANAGEMENT**

- 12.1. Where appropriate any Officer involved in procurement activities shall have received a level of formal training commensurate with the nature of the procurement activity being undertaken.
- 12.2. Where appropriate the Responsible Officer involved in contract management shall have received a level of formal training commensurate with the nature of the contract.

### **13. DECLARATION OF INTERESTS**

- 13.1. A Conflict of Interest declaration must be completed by all officers involved in any bid or tender process. A Confidentiality Agreement or Declaration form must also be completed by any officers involved in the procurement process including any who are not directly employed by the School.
- 13.2. If it comes to the knowledge of an Elected Member, Responsible Officer or other Officer that a Contract or Grant Agreement in which they have an interest (determined in accordance with the Elected Members’ and/or Officers’ Code of Conduct as appropriate) has been or is proposed to be entered into, they shall immediately give written notice to the Headteacher.

### **14. GRANT PROCESS**

#### OVERVIEW

- 14.1. A grant is a sum of funds for a specific purpose. Under a grant agreement, the funder makes a payment to the recipient for a specific purpose. The recipient is not obliged to deliver any goods or services to the funder. The School may grant-fund third party organisations for example to help deliver community cohesion or to provide complementary activities. Responsible Officers should in consultation with the Council's Procurement and Contract Management Service and Monitoring Officer understand if the Grant is subject to the PA2023.

#### COMPETITIVE GRANT PROCESS

- 14.2. A competitive grants process should be completed and subsidy control law complied with. Where appropriate, the opportunity should be advertised on the E-tendering system.

#### SUBSIDY REQUIREMENTS

- 14.3. For all grant related processes subsidy control law must be complied with and any grant awarded over £100,000 which is a subsidy must be added to the Subsidy Database.

#### GRANT MANAGEMENT

- 14.4. The Responsible Officer shall take all such steps as are appropriate to monitor and review the delivery of the grant agreement, having regard to its value, nature, duration and subject matter. As part of the Grant monitoring and review process the Responsible Officer shall maintain adequate records of delivery and details of review meetings with the grant recipient.

#### GRANT PROCESS EXEMPTIONS

- 14.5. Specific exceptions to **Rule 14** are permitted in such other circumstances as the S151 Officer and the Monitoring Officer may agree.

### **SCHOOL SPECIFIC RULES**

#### **15. CAPITAL EXPENDITURE**

- 15.1. Governing Bodies are permitted to use their budget share to meet the cost of capital expenditure on School premises. The annual Devolved Formula Capital allocation to the School must be used in accordance with any rules and conditions specified as a condition of the award of the grant and can only be used for capital expenditure.
- 15.2. A Governing Body shall provide timely information, as required by the S151 Officer, for the allocation, monitoring, accounting and claiming of grant in respect of any and all other capital funding allocated or devolved to the School.
- 15.3. The School may accumulate its Devolved Formula Capital over no more than a three year rolling period to use on a project of a value greater than its annual allocation; that is, the current financial year plus the previous two. Any unused Devolved Formula Capital Grant which is older than this is subject to clawback by the Department for Education.

## 16. LEASING AGREEMENTS

16.1. As the nature of these Leasing Agreements may conflict with the Council's position regarding the application of Government capital expenditure controls any such agreements must meet the following criteria:

- a) The agreement must not allow the School to become the owner of the equipment; in other words, the School cannot buy the equipment at any stage from the lessor.
- b) The duration of the agreement must be short enough for the estimated value of the equipment at the end of the agreement period to be at least 10% of its initial cost. This condition must be specified in the agreement. An agreement for a large, heavily used photocopier, for example, should probably not exceed three years.
- c) The agreement must not give the School an automatic right to continue with the lease at the end of the agreement period. However, if the Governing Body wishes to extend the agreement this can be arranged subsequently at an open market rental.
- d) Any sale proceeds arising from the disposal of equipment is payable to the leasing company and not to the School.
- e) The new lease cannot be used to settle any outstanding debt on a previous lease arrangement.