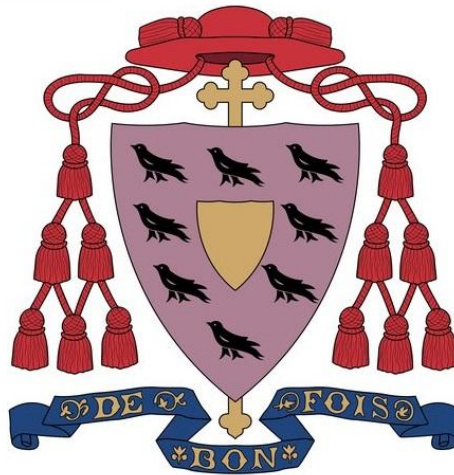




# **Bishop Chadwick Catholic Education Trust**

## **Procurement Policy**

|                                  |                                              |
|----------------------------------|----------------------------------------------|
| <b>Policy Owner:</b>             | <b>Chief Financial Officer</b>               |
| <b>Date originally approved:</b> | <b>March 2025</b>                            |
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## **SECTION 1 – INTRODUCTION AND SCOPE**

### **1. General Background**

- 1.1 As a large organisation, Bishop Chadwick Catholic Education Trust (“BCCET”) procures a variety of goods, services and works.

Our suppliers are a key component in helping us achieve our vision:

“As a family of Catholic schools inspired by Christ, we aim to enable each individual to fulfil their God given potential”.

### **2. Scope**

- 2.1 This Procurement Policy and Contract Procedure Rules (CPRs) applies to anyone charged with expenditure of Trust funds and monies in support of delivering the objectives of the Trust and assisting with the work and purpose of BCCET.
- 2.2 Compliance with the financial regulations is compulsory for all staff and parties acting on behalf of the Trust. A member of staff who fails to comply with this Policy may be subject to disciplinary action under the Trust’s disciplinary policy. The Trust will be notified of any material breach through the Audit Committee.
- 2.3 It is the responsibility of budget holders and line managers to ensure that all staff for whom they have line management responsibility are made aware of the existence and content of, and follow this Policy, the Trust’s financial regulations and any relevant detailed financial procedures.
- 2.4 The requirements of this Policy and Contract Procedural Rules DO apply to:
- all contracts for the supply of works, goods or services (including consultancy) to the Trust, regardless of value; and
  - partnership and collaborative arrangements with other further education or public bodies; and
  - concession contracts.
- 2.5 This Policy DOES NOT apply to:
- contracts for the purchase or sale of any interest in land, (including leasehold interests);
  - contracts of employment for the appointment of individual members of staff, including members of staff sourced through employment agencies;
  - sponsorship agreements;
  - supply of works, goods and services by the Trust or one of its public sector partners. However, the Chief Financial Officer must be consulted where the Trust is contemplating this route.

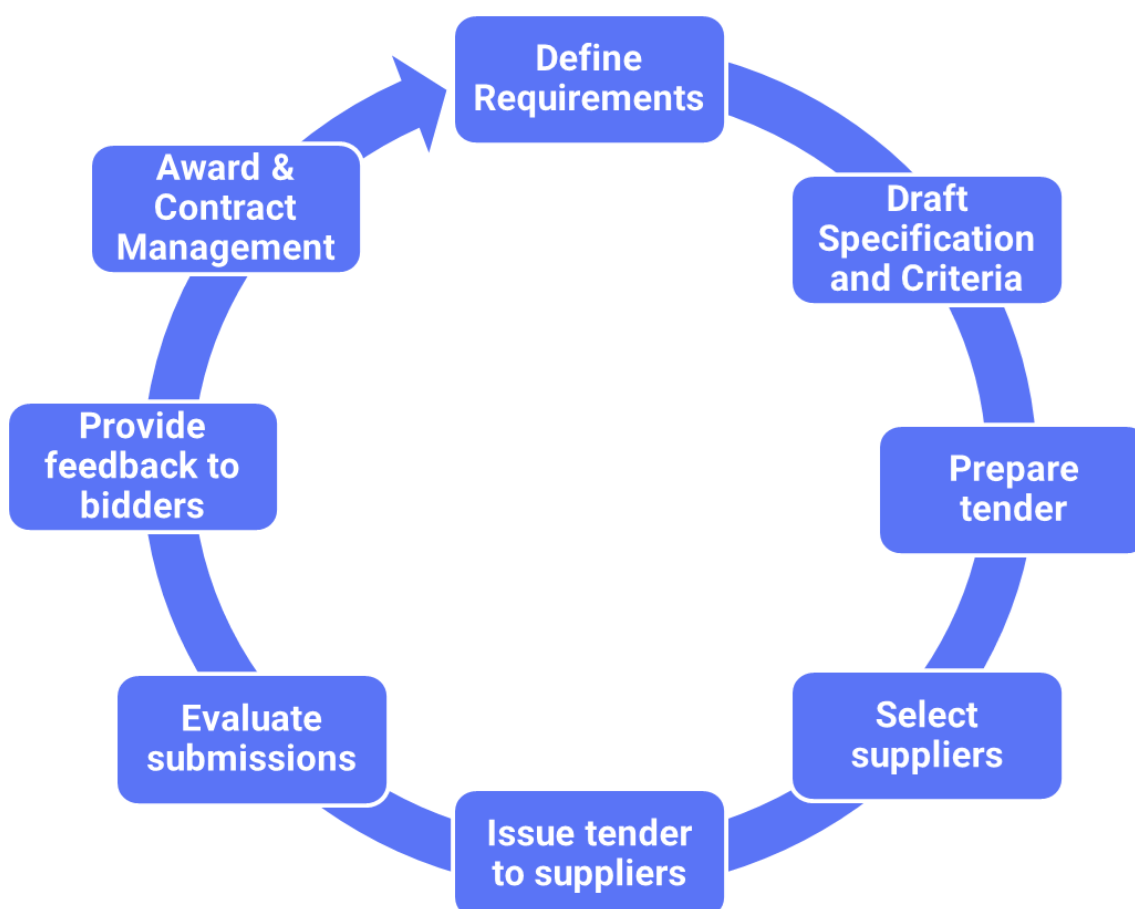
### **3. Purpose**

- 3.1 The objective of this Policy is to provide succinct and clear guidance for all procurement and purchasing activity and highlights the ethics required in all decisions as follows:
- Ability to demonstrate value for money
  - Open, fair and transparent procedures
  - Effective competition
  - Prevention of fraud, corruption and bribery
  - Reduction of contractual, commercial and service delivery risk

- 3.2 The Procurement Policy is an integral part of our day-to-day activities and aligns our values with our financial activity. Procurement and purchasing decisions shall be made in line with the thresholds and processes set out in this policy.
- 3.3 Good governance of information should be practiced on all purchases relating to the Trust. This means keeping a copy of all correspondence, quotes and exchange of information relating to any significant purchase made using Trust funds.
- 3.4 Through this Procurement Policy, the Trust aims to deliver and demonstrate best value for money across all spends in accordance with agreed budgets to ensure transparency and effective spending in all areas of our activities.

#### **4. The Procurement Cycle**

- 4.1 All BCCET procurements, regardless of value/risk, will follow the same general 'Procurement Cycle' process and it is on the basis of this process that this policy is written:



#### **5. Sustainable/Ethical Procurement Principles and The National Procurement Policy Statement (NPPS)**

- 5.1 Aligned to our values as a Trust, we support the principals of sustainable procurement practices. When spending Trust money, we believe it is important to uphold our values and ensure that considerations have been and procurements designed and 'have regard to' the following sustainable and ethical considerations:
- the environmental impact of the goods and services we buy,
  - the fair treatment of people involved in the labour used to make the products or deliver the services we buy,
  - the energy used to manufacture the products we buy and,

- how much waste and carbon emissions have we generated in buying these goods and services and how we need to dispose of them at the end of their useful life.
- supporting local and SME businesses
- opportunities for training and apprenticeships
- elimination of modern slavery in the supply chain

5.2 Our objective is to value resources and minimise waste wherever possible and practicable.

5.3 BCCET will have regard to the requirements of the [National Procurement Policy Statement](#) when undertaking over-threshold procurement.

## **6. Key Objectives of Procurement**

6.1 When conducting any procurement on behalf of Bishop Chadwick Catholic Education Trust, regardless of value or risk, it is important to follow and have regard to the key objectives of Procurement as defined in The Procurement Act 2023. These objectives are aligned with the requirements of The Procurement Act 2023 but should be applied to all Trust procurements:

6.2 The key objectives of good procurement are:

- Delivering value for money
- Maximising public benefit
- Sharing information
- Acting with integrity

## **7. Other relevant Bishop Chadwick Catholic Education Trust Policies**

7.1 This Procurement Policy and Contract Procedural Rules should be read in conjunction with the following internal policies and procedures:

- Finance Regulations Manual (Finance Policy)
- Modern Slavery Statement
- Anti-Fraud and Bribery Policy
- Gifts and Hospitality
- Whistleblowing
- Data Protection Policy

7.2 Where this policy is in contradiction to any other internal policy or procedure advice should be sought from the Chief Financial Officer.

## **8. Change control**

8.1 Bishop Chadwick Catholic Education Trust reserves the right to amend this policy without notice.

- All suggestions for amendments must be sent to the Chief Financial Officer
- All amendments by Board of Directors.

8.2 Any specific statement/requirement within this policy which at the time of reading is in direct contradiction to UK Public Procurement Legislation should be disregarded and the latest UK Public Procurement Legislation take precedence.

## 9. Compliance with Public Procurement Legislation and Transparency Obligations

- 9.1 Bishop Chadwick Catholic Education Trust is subject to the requirements of the Public Contracts Regulations and Procurement Act 2023 (or whichever Public Procurement legislation applies at the time of reading).
- 9.2 On the above basis the Trust is legally obliged to ensure compliance with all legislative requirements, including the requirement to publish public notices and ensure transparency of procurement. Further details of the notices required are available in the **Public Procurement Notices Guidance**
- 9.3 Failure to comply with the requirements of the Public Contracts Regulations and The Procurement Act 2023 (or whichever Public Procurement legislation applies at the time of reading) may place the Trust at risk of legal challenge and financial fines.

## 10. TERMINOLOGY

- 10.1 For the purpose of this policy, the following terms and abbreviations are used:

“Procurement” – the purchase of goods, services and/or works and the ongoing contract management activities in relation to these goods and services.

“RFQ” – Request for Quotation – the document issued to suppliers for purchases between £10,000 and £100,000 - see appendix.

“Quotation/Quote” - A supplier’s response with details on the proposed goods/services and price.

“ITT”- Invitation to Tender – the document issued to suppliers for purchases over £100,000, setting out specific questions around quality criteria like service delivery, materials, skills, sustainability etc – see appendix.

“Lead Buyer” – The employee/person who is leading a particular procurement either on a routine or one-off basis.

“PCR” – The **Public Contract Regulations/The Procurement Act 2023**

“Tender” – A supplier’s response with details on the proposed goods/services and price. This will include responses to specific questions set out in the Request for Tender document.

“ASL” – Approved Supplier List – A list of pre-qualified and vetted suppliers, managed by the Finance team.

“UK Public Procurement Legislation” – As of February 2025 The Procurement Act 2023 or The current and prevailing Public Procurement Legislation at the time of reading.

“Contracting authority” – A public body as defined by The Procurement Act 2023 which is required to follow public procurement legislation

“Dynamic Markets” – an ‘Open approved list of suppliers as defined in the Public Contracts Regulations.

“Preliminary Market Engagement (PME)” – a ‘pre-procurement’ stage of seeking views/engagement from

## SECTION 2 - SUMMARY PROCESS REQUIREMENTS – PROCUREMENT THRESHOLDS

### 11. Threshold Summary

11.1 This is a quick reference summary of the processes required for each level of expenditure.

| Procurement Band                                | Small Procurement                                                                                                                         | Medium Procurement                                                                                                                                                                                                                                     | Large Procurement                                                                                                                                                          | Major Procurement                                                     |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>Whole Life Cost (WLC) (Inclusive of VAT)</b> | £0 - £1,000                                                                                                                               | £1,001 to £50,000                                                                                                                                                                                                                                      | £50,001 to £PCR Threshold (Below PCR Threshold) (see Section 25)<br><br>(note if the estimated value is within 10% of the PCR Threshold a Major Procurement should be run) | £Over PCR Threshold (see section 25)                                  |
| <b>What is required:</b>                        | Minimum of 1 quotation                                                                                                                    | Minimum of 3 quotations                                                                                                                                                                                                                                | Minimum of 3 written quotations<br><br>Over £100,000 WLC = Open Invitation to Tender                                                                                       | Choice of Over PCR Threshold Procedure                                |
| <b>Process</b>                                  | E-mail/ Catalogue                                                                                                                         | Basic or Formal RFQ (Request for Quotation) Template                                                                                                                                                                                                   | Formal RFQ (Request for Quotation) Template<br>Or;<br>ITT (Invitation to Tender) Template                                                                                  | Minimum Invitation to Tender                                          |
| <b>Procurement Team Involvement</b>             | Optional                                                                                                                                  | Optional                                                                                                                                                                                                                                               | Mandatory                                                                                                                                                                  | Mandatory                                                             |
| <b>Detail</b>                                   | <b>Self-Service</b> process and led by the Lead Buyer.<br><br>Check for existing suppliers or BCCET contracts that already meet the need. | <b>Self-Service</b> process and led by the Lead Buyer.<br>- Use of BCCET RFQ Template optional.<br>- Check for existing suppliers or BCCET contracts that already meet the need.<br>- Written or e-mail Request for Quotation on 'like for like' basis | Formal Written Request for Quotation using the BCCET RFQ Template<br><br>Formal Invitation to Tender using the BCCET Sub-Threshold ITT Template                            | Project Team approach<br><br>Use of Formal PCR Templates is mandatory |

| <b>Procurement Band</b>           | <b>Small Procurement</b>       | <b>Medium Procurement</b>                                                                           | <b>Large Procurement</b>                                                                                                          | <b>Major Procurement</b>                                                                                                           |
|-----------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Award Criteria</b>             | Lowest Compliant Quotation     | Lowest Compliant Quotation unless high risk.                                                        | Quotations/Tenders must be evaluated based on Price AND Quality.                                                                  | Tenders must be evaluated based on MAT (Most Advantageous Tender) using a Price/Cost vs Quality assessment.                        |
| <b>Approval</b>                   | Headteacher                    | Up to £10k Headteacher and CFO<br><br>Over £10k Headteacher, CFO and CEO                            | £50k - £100k CFO, CEO and Finance Committee<br><br>Over £100k CFO, CEO, Finance Committee and Trust Board                         | Over PCR CFO, CEO, Finance Committee and Trust Board                                                                               |
| <b>Documentation Requirements</b> | Evidence of quotation obtained | Evidence of quotations obtained and award letter<br>Basic Award/VFM Report<br>Award/Decline Letters | RFQ/ITT document<br>Evidence of Quotations/Tenders obtained<br>Formal Award/VFM<br>Recommendation Report<br>Award/Decline Letters | ITT<br>Evidence of Tenders obtained<br>Formal Award/VFM<br>Recommendation Report<br>Award/Decline Letters/Formal Standstill Period |

\*Note that the values pertaining to the processes are **including VAT where applicable**

## **12. Whole Life Costing**

- 12.1 The Procurement Thresholds are based on the '**whole life cost**' of the proposed procurement/contract. It is therefore important for compliance with these procedures and Public Contracts Regulations that an appropriate and realistic assessment/estimation is made on the potential 'whole life cost' of the proposed procurement/contract.
- 12.2 Future contract values should be calculated using estimated annual costs (taking into account all costs throughout the life of the contract). All periods of a future contract need to be taken into account including any proposed extensions. For example a 2 year contract with two 12 month extension periods (giving a total of 4 years) valued at £100,000 would mean an overall contract value of £100,000 x 4 years = £400,000. **All calculations should be made inclusive of VAT.**
- 12.3 Where the above thresholds refer to UK Threshold. The current UK Threshold prevailing at the time of reading will apply based on whether it is goods, services or works.
- 12.4 For the purpose of Value for Money (VFM) assessments, the whole life cost should also include usage costs, costs of servicing/maintenance and disposal costs as well as other relevant costs related to social value (where applicable).
- 12.5 Consideration of whole life costs should be made in the tender pricing schedule for tenderers to complete so that the true value of the contract can be evaluated accordingly on a like for like basis.
- 12.6 Having calculated the 'whole life value' of the proposed contract the most appropriate procurement route must be established. In principle, the rules for higher-value procurements and contracts are stricter than those for lower-value ones. This is so that the benefits of a more thorough, complex process are not outweighed by its cost relative to the value of the supplies, services or works in question.

## **13. Threshold Tolerance**

- 13.1 Any estimated contract value within 10% of the PCR Threshold should be procured as an over-threshold process.
- 13.2 Any procurement process sought under the PCR Threshold value where quotations/tenders submitted are over the PCR Threshold should immediately be halted and an above-threshold (Major) Procurement should be commenced unless adequate compliant reasons can be given to award on the basis of the quotations/tenders already submitted.

## **14. Exemptions/Waivers to this Policy**

- 14.1 Exemptions to the policy may be permitted. Lead Buyers must consult with the Chief Financial Officer in the first instance to identify whether another solution is available and, if not, seek permission from the Chief Financial Officer for an exemption to this policy. The Waiver Form must be used.
- 14.2 The following reasons are permitted exemptions to this Policy:
- only one supplier is able to provide the goods/services
  - the goods/services are required so urgently that a competitive procurement exercise is impractical (for example if a genuine unforeseeable operational need arises)
  - where it can be evidenced that there is no valid commercial reason to obtain quotes or tenders
  - Selecting a supplier that is not the lowest compliant quote (for small or medium procurements)
- 14.3 For 'Major' Procurements (Those over the PCR Threshold) advice must be sought from the Chief Financial Officer prior to seeking an exemption. Please note the Trust will be obliged to submit a Transparency Notice for any circumstances where the Trust intends to award a

contract directly without running a competitive tendering procedure in accordance with the current PCRs.

**15. Request for Exemption Approval/Waiver**

15.1 For any exemptions being sought and prior to requesting a Purchase Order Number, Lead Buyers must provide evidence and the rationale as to why the exception is necessary. This must include:

- The requirement.
- The reasons for the exemption request and which exemption is being cited
- Why it was not possible or practical to source the required number of quotes.
- The risks inherent with trying to secure further quotes or tenders.
- If available, a record of the previous price paid for the goods or services to establish a benchmark of pricing.

15.2 A single quote/tender waiver should be accompanied by the relevant approval to purchase (in accordance with the value). Single quote/tender waivers should be approved in accordance with the Approvals as established in the award requirements (see Section 11) (please refer to the Financial Regulations) If approved, you may then proceed to raise the Purchase Order.

## **SECTION 3 – CONFLICTS OF INTEREST, BRIBERY AND FRAUD**

### **16. Conflicts of Interest in Procurement**

- 16.1 Conflicts of Interest (COI) and Confidentiality have a major potential influence on a procurement process. It is therefore vital that Procurement Staff and project teams involved in the preparation and running of procurement procedures are aware of their obligations to identify, mitigate and remedy potential, or even perceived, conflicts of interest at various stages in the process.
- 16.1 For Public Procurement it is a strict requirement that conflicts of interest are identified and mitigated following a specific process and that all persons involved in the preparation and management of public procurements should “act with integrity” at all times.
- 16.2 COI should be checked at the following stages of a medium to major procurement:
- Pre-Procurement – COI in relation to the design and inclusion of specifications that may favour or disadvantage a bidder
  - Pre-Evaluation – COI in relation to pecuniary interests associated with bidders by anyone involved in the evaluation process.
- 16.3 Access to project team files/folders and tender documents as part of the procurement process will be limited to project team members only.
- 16.4 Members of the Project Team shall keep confidential all documents, tenders and commercially sensitive information pertaining to tenderers and submissions throughout and after the duration of the procurement process.
- 16.5 All Procurements must follow the BCCET Conflicts of Interest Policy

### **17 Above PCR Threshold Conflicts of Interest Assessments**

- 17.1 For Above PCR Threshold Procurements the Procurement Act 2023 requires the Trust to identify and keep under review actual and potential conflicts of interest. BCCET must also mitigate conflicts of interest and address circumstances which the contracting authority considers are likely to cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest ('perceived conflict of interest').
- 17.2 Section 83(1) of The Procurement Act 2023 provides that a conflicts assessment must be prepared before publishing a tender or transparency notice or dynamic market notice relating to the establishment of a dynamic market.
- 17.3 A conflicts assessment is a record to be kept by Bishop Chadwick Catholic Education Trust which must include (as required by section 83(3) of The Procurement Act 2023) details of the conflicts or potential conflicts of interest identified and any steps taken, or to be taken, to mitigate them. Section 83(4) requires that if a perceived conflict of interest exists, Bishop Chadwick Catholic Education Trust must also include in the conflicts assessment details of any steps that the contracting authority has taken or will take to demonstrate that a conflict or potential conflict does not exist. A perceived conflict of interest is where there are circumstances which the contracting authority considers are likely to cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest. BCCET should be mindful, in carrying out a procurement, how circumstances might appear to others, even if they consider there are no conflicts or potential conflicts of interest. Compliance with this obligation will help BCCET to allay any concerns that a conflict exists when it does not.
- 17.4 Conflicts assessments will need to be handled in accordance with relevant data protection legislation. Whilst the Act allows for the structure and format of the conflicts assessment to be

governed by the contracting authority, it would be good practice and would help demonstrate compliance with section 83(3) to include the following information:

- a) individuals and/or teams relevant to the procurement and their roles;
- b) how individuals/teams are relevant to the procurement;
- c) whether the required conflicts of interest information or declaration has been received;
- d) whether any actual, potential or perceived conflicts have been identified (and the details of the conflict);
- e) mitigation steps;
- f) whether, following any mitigation, a supplier remains at an unfair advantage or disadvantage; and
- g) when the conflicts assessment was last reviewed and the next planned review.

17.5 Sections 83(5) and 83(6) of The Procurement Act 2023 provide that until BCCET has (as relevant) given notice of its decision not to award a contract or published a contract termination notice in relation to the procurement or a dynamic market notice in relation to the market ceasing to operate, it must, in relation to the conflicts assessment:

- a) keep it under review;
- b) revise it as necessary; and
- c) when publishing any 'relevant notice', confirm that it has been prepared and revised in accordance with section 83. This does not mean that the actual conflicts assessment must be published, just confirmation that it has been prepared and revised.

17.6 Section 83(8) of The Procurement Act 2023 provides that the relevant notices are:

- i. a tender notice;
- ii. a transparency notice;
- iii. a dynamic market notice in relation to the establishment of a dynamic market;
- iv. a contract details notice relating to a public contract;
- v. a contract change notice.

## **18. Bribery and Fraud**

18.1 Staff involved in the preparation and management of Procurement procedures, regardless of value, on behalf of the Trust should be vigilant towards and report any attempts of Bribery in accordance with the Trust Anti-Fraud and Bribery Policy.

## **SECTION 4 – SMALL, MEDIUM AND LARGE PROCUREMENT PROCESS (SUB-PCR THRESHOLD)**

### **19. Introduction**

- 19.1 This section includes specific contract procedural rules on the process for seeking, managing, evaluating and awarding small, medium and large procurements as defined in section 3 thresholds.
- 19.2 During any competitive quotation/tender process all participants/bidders must be treated fairly and given the same information. No commercially sensitive or confidential information must be shared between bidders.

### **20. Processes**

- 20.1 To effectively demonstrate that we have sought best value for money on all purchasing decisions relating to Trust expenditure, the following processes must be followed based on the thresholds/monetary values.
- 20.2 Note that the values pertaining to the processes are **including VAT** and must include all potential spend for the goods/services you intend to purchase over the full duration of the contract.
- 20.3 Should any employee, staff member or persons procuring on behalf of Bishop Chadwick Catholic Education Trust deliberately avoid compliance with this Policy/CPRs they will be subject to full disciplinary proceedings.
- 20.4 The process for seeking Quotations and Tenders is detailed in the relevant Appendix Procurement Process Flows based on the Procurement Thresholds as below:
- BCCET Procurement Process Small Procurements £0-£1000
  - BCCET Procurement Process Medium Procurements £1001 - £50000
  - BCCET Procurement Process Large Procurements £50001 - £PCR Threshold
  - BCCET Procurement Process Major Procurements £PCR Threshold +

### **21. Finding Suitable Suppliers and Use of e-Tendering Portals**

- 21.1 Suppliers may be sought from a variety of sources, including but not limited to:
- Multi-Quote e-Tendering Portal
  - BCCET Approved Supplier List (ASL)
  - Internet search
  - Industry representative bodies and accreditation organisations
  - Local supplier directories
  - Other partners/charities
  - Open advertisement

## 22. Summary Process

### Small Procurements (Goods/Services only) Up to £1,000

Requirement to source at least 1 quotation either using existing catalogues, online suppliers or use of the BCCET basic quotation form.

Efforts should be made to achieve best value for money and the best possible price outcome for the Trust and may require negotiation.

You may request quotes from local or specialist suppliers including previously used suppliers or use the BCCET Approved Supplier List (ASL).

### Medium Procurements £1,001 to £50,000

Requirement to source at least 3 written quotations using either the 'Basic' or 'Formal' Request for Quotation Template. The Formal RFQ template must be used for medium procurements which are more complex/higher risk or require a 'price/quality' evaluation process.

Efforts should be made to achieve value for money and the best possible price outcome for the Trust.

You may request quotes from local or specialist suppliers including previously used suppliers or use the Trust approved supplier list (ASL).

If you unable to secure 3 quotes, see the single tender waiver process below.

**A Procurement Award Report is required for any Medium Procurement or above for approval to award.**

### Large Procurements £50,001 to £PCR Threshold

Requirement to source at least 3 written quotations using BCCET Formal Request for Quotation (RFQ) Template (or for procurements valued over £100,000 the BCCET Invitation to Tender Template).

When sourcing written quotations, ensure that the key information contained within the BCCET RFQ/ITT Template has been provided to all suppliers. The purpose of the RFQ/ITT is to ensure all suppliers have access to the same information (so we can compare like-for-like) and that the information is detailed enough to provide an accurate quote.

Allow the suppliers sufficient time to submit a tender, minimum advised time is 2 weeks.

Ensure all suppliers are treated fairly (i.e. have same amount of time to issue a quote and have access to the same information).

Ensure suppliers provide a summary of the scope of the goods / services including in the quote and a breakdown of costs, as far as possible. Email quotes are acceptable. Efforts should be made to achieve best value for money and the best possible price outcome for the Trust.

You may choose local or specialist suppliers including previously used suppliers or use the Trust approved supplier list (ASL).

22.2 Unless using an e-Tendering portal, all quotations/tenders must not be 'opened' until after the deadline has passed and simultaneously to prevent accusations of favouritism or opportunities for fraud/bribery.

22.3 Extensions to Quotation/Tender deadlines may be agreed, provided the following circumstances apply:

- The request has been made prior to the existing deadline
- The extension to deadline has been applied to all bidders and all bidders notified
- The extension to deadline does not disadvantage BCCET in any way
- The extension to deadline is deemed reasonable and not purely due to bidder error

a. Unless due to an evidenced error by BCCET no late quotations or tenders must be accepted. Late quotations/tenders may only be considered with the express approval of the Chief Financial Officer.

b. Quotations/Tenders which are deemed abnormally low and/or there are discrepancies or miscalculations in pricing should be clarified with the bidder on the basis of the evaluation panel's understanding of what the cost/price should be. Bidders should not be given an extension of deadline or the opportunity to resubmit pricing without the approval of the Chief Financial Officer.

## **23. Quotation and Tender Evaluations Stages**

23.1 Evaluations of Quotations and Tenders are generally undertaken on the basis of two distinct evaluation stages:

- Stage 1 – Supplier Evaluation – (The assessment of the suitability of the supplier)
- Stage 2 – Award Criteria – (The basis upon which the contract is awarded)

23.2 The Lead Buyer should convene an appropriate 'Evaluation Panel' which includes representatives of the procuring service and/or technical expertise as required. Evaluation Panel Members should have regard to the requirements of Conflicts of Interest and should any COI arise in connection with a bidder then the evaluation panel member should declare this and be removed from the panel immediately.

23.3 An Evaluation Panel must follow the evaluation process as described in the RFQ/ITT documents. Where there is scored and weighted quality criteria detailed notes and scoring sheets must be kept. Scores must be 'moderated' (agreed by) the evaluation panel and not averaged.

23.4 Evaluation scoring notes and scoring sheets must be kept on file pending bidder debrief requests.

## **24. The 'Two-Stage' Evaluation Process**

### ***Stage 1 Supplier (Due Diligence) Evaluation***

24.1 The Supplier Evaluation is assessed through responses to a submitted 'supplier questionnaire' (please refer to the BCCET RFQ and ITT Templates). The supplier questionnaire is 'Backward Looking' and may assess the following (but not limited to):

- Mandatory exclusion (such as breaches of law)
- Discretionary exclusion
- Experience
- Technical capability
- Capacity
- Relevant policies/procedures
- Financial standing
- Minimum Insurances

24.2 The stage 1 supplier evaluation should be limited to essential criteria and based on pass/fail or a simple scoring mechanism. Lead Buyers should have regard to minimising restrictions faced by SME's and/or VCO's wherever possible. Supplier evaluation criteria should be linked to the risks identified at Pre-Procurement Stage (refer to Procurement Risks).

24.3 Clarification should be sought for any information which is omitted or cannot be clearly understood.

24.4 Subject to meeting all the minimum criteria at the supplier evaluation (stage 1) the Lead Buyer may then assess the stage 2 (award criteria) evaluation.

#### ***Stage 2 Award Criteria Evaluation***

24.5 The basis of the award of a contract is as follows:

The award of any contract as an outcome of the evaluation of a quotation or tender should reflect value for money and the most efficient use of resources in accordance with BCCET policies and strategies.

24.6 The method used to achieve this outcome can be an evaluation using either:

- the **Most Advantageous Tender** (MAT) a combination of cost and quality weighting, or
- the **Lowest Compliant Quotation** – compliant means the ability to meet the specification, fit for purpose, meets all supplier selection and quality standards and is the lowest cost.

24.7 The method of evaluation and relevant weightings must be made clear and transparent in the Request For Quotation (RFQ) or Invitation To Tender (ITT) documentation.

#### ***Further Evaluation Guidance***

24.8 Please refer to the **BCCET Quotation and Tender Evaluation Guidance** for more detailed guidance on evaluation of bids

24.9 Summary of Evaluation Requirements:

##### **Managing Evaluations Request for Quotations (Small Procurements)**

Request for Quotation procedures can be evaluated on the basis of '**Lowest Compliant Quotation**'. Lowest Compliant Quotation assumes that the supplier can meet the full requirements of the specification at the lowest possible cost/price.

##### **Managing Evaluations Request for Quotations (Medium/Large Procurements)**

Request for Quotation procedures can be evaluated on the basis of '**Lowest Compliant Quotation**'. Lowest Compliant Quotation **OR where Request for Quotation procurements have a higher risk profile then a 'cost/quality' (MAT) evaluation may be chosen** (see Managing Evaluations Invitation to Tender Large Procurements below).

##### **Managing Evaluations Invitation to Tender (Large Procurements)**

Invitation to Tender processes must use the MAT (Most Advantageous Tender) award criteria which is a combination of Cost and Quality.

The choice of price/quality split ratio depends on the individual project and should be decided by the project team in the knowledge of the key risks, outcomes and objectives for the procurement.

The BCCET scoring schedule should be used based on the unique requirements of the procurement process and contract. The BCCET default scoring matrix is based on a 0 – 5 scoring methodology and forms the BCCET Scoring Matrix and Evaluation Template. Where in doubt, the project team should utilise the BCCET scoring matrix and evaluation methodology.

It is critical that key risks/key outcomes and quality requirements from the tender are addressed in the evaluation criteria to assess a successful tender.

Where a Cost/Quality split award criteria is chosen, a formal tender evaluation plan must be produced and which must be finalised prior to the publishing of the contract notice and release of quotation/tender documents.

All members of the evaluation panel shall complete the Conflicts of Interest and Confidentiality Form in the knowledge of those who have submitted quotations/tenders. Should any member of the evaluation panel refuse to sign or declare an interest they shall be immediately removed from further involvement in the evaluation process.

Evaluation scores and notes shall be kept in the procurement file for future supplier debrief purposes. The evaluation panel must ensure the principles of procurement are observed, ensuring all tenderers are treated equally, on the merit of their tender submission alone without prejudice. Should an evaluation panel member disclose a prejudice towards one supplier that falls outside of a conflict of interest the chair of the evaluation panel must decide the extent to which that prejudice may subvert the process and either remove the panel member concerned from the process or seek further advice.

The evaluation panel must arrive at a 'moderated' score. Which means that all members of the evaluation panel must agree the final score to give to each tenderer for each criterion. The use of 'averaging' scores is not permitted.

## SECTION 5 – MAJOR PROCUREMENT PROCESS (ABOVE PCR THRESHOLD)

### 25. Introduction

25.1 This section includes specific contract procedural rules on the process for seeking, managing, evaluating and awarding 'major' procurements which are over the PCR Threshold as defined in 'Section 2 Procurement Thresholds'. For the purpose of this policy the current PCR Thresholds effective from 1 January 2024 are:

- Goods/Services = £214,904 (Whole Life Cost)
- Works = £5,372,609 (Whole Life Cost)

25.2 The relevant PCR Threshold to be applied is the value at the time of reading as published by the Cabinet Office. For guidance please contact the Chief Financial Officer.

### 26. Above PCR Threshold Procurements

26.1 Bishop Chadwick Catholic Education Trust is subject to Public Contracts Regulations and The Procurement Act 2023 (or whichever Public Procurement legislation applies at the time of reading). Any Procurements over the PCR Threshold (within a tolerance value of 10% of the threshold) must be conducted in accordance with the full requirements of the above legislation.

26.2 Advice MUST be sought from the Chief Financial Officer at the earliest stages of the procurement or at the moment the procurement need is identified. Lead Buyers should not attempt to embark on a PCR compliant procurement without support from the Purchasing Coordinator.

26.3 Failure to comply with the requirements of the Public Contracts Regulations and The Procurement Act 2023 (or whichever Public Procurement legislation applies at the time of reading) may place the Trust at risk of legal challenge and financial fines.

26.4 Summary Process:

#### Major Procurements

#### Above £PCR Threshold (Whole Life Cost)

**Please seek advice from the CFO before commencing an above £PCR Threshold. Lead Buyers should not attempt an above PCR Threshold Procurement Procedure without specialist advice/guidance from the CFO.**

#### Key Requirements

Effective competition and transparency are key enablers of the procurement objectives of delivering value for money and being seen to act with integrity. There are two competitive tendering procedures in the Procurement Act 2023 (Act): the open procedure and the competitive flexible procedure, and both are commenced via publication of a tender notice.

There are limited circumstances where Bishop Chadwick Catholic Education Trust is not required to use a competitive tendering procedure for a public contract:

a. where direct award is justified under sections 41 or 43 of The Procurement Act 2023

or

b. when awarding a public contract under a framework (referred to in guidance as a 'call-off' contract), as set out in section 45 of The Procurement Act 2023 (although under section 45(3), call-off contracts do generally require competition).

#### Procurement Procedure Options

The competitive tendering procedure used can take one of two forms (as defined in section 20 of the Act):

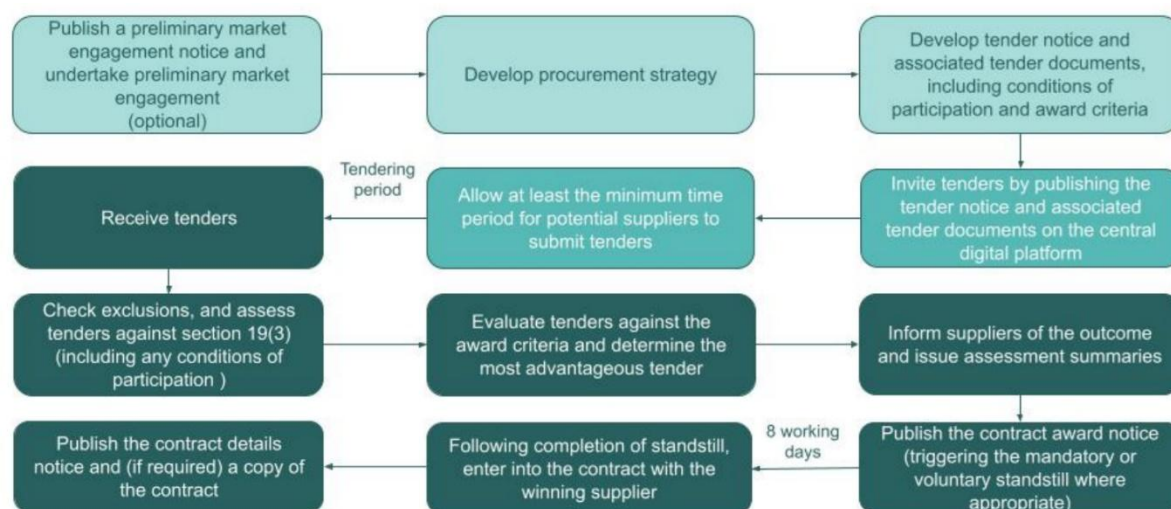
- a. the first is an **Open Procedure**, which is a single stage procedure whereby any interested party can submit a tender and the authority will decide whom to award the contract to on the basis of that tender;
- b. the second is a **Competitive Flexible Procedure**, which is any other competitive tendering procedure the contracting authority considers appropriate for the purpose of awarding the public contract.

Bishop Chadwick Catholic Education Trust must ensure that the competitive tendering procedure as designed is a proportionate means of awarding the public contract, having regard to the nature, complexity and cost of the contract. Accordingly, the procurement procedure should not be overly burdensome. Unnecessarily complex and/or time-consuming procedures are also potential barriers that could deter small and medium-sized enterprises (SMEs) and other suppliers from participating

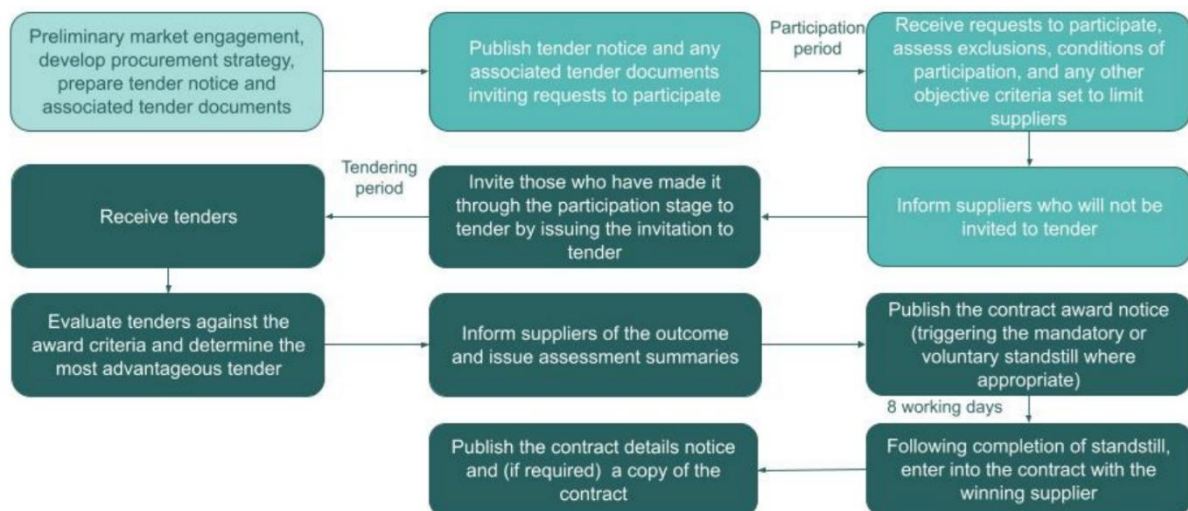
### Tender Notices and Central Digital Platform

To commence a competitive tendering procedure, a tender notice must be published on the **central digital platform**. The tender notice will provide access to any associated tender documents or an explanation of how such documents are to be provided. The associated tender documents are used to supplement the information set out in the tender notice. They provide further detail about the procurement and could include, for example, the specification, the award criteria and assessment methodology for the award criteria and terms and conditions of the contract. Tender documents must generally be provided free of charge and electronically available.

### Example Open Procedure Process:



### Example Simple two-stage Competitive Flexible Procedure without negotiation/dialogue:



Given the complexity of Above-PCR Threshold Tender processes further guidance must be sought from the Purchasing Coordinator.

## SECTION 6 – APPROVAL TO AWARD CONTRACTS

### 27. Procurement Report Requirements

- 27.1 A Procurement Report is required for any Medium, Large and Major Procurements **prior to award** and notification to bidders of the outcome of the evaluation. Use of the BCCET Award Report Templates is mandatory on the following basis:

| Procurement Size         | Report Required                                       |
|--------------------------|-------------------------------------------------------|
| Small Procurements       | No Report Required – Straight to Purchase Requisition |
| Medium Procurements      | Basic Award/VFM Report Template                       |
| Large/Major Procurements | Formal Award/VFM Recommendation Report Template       |

- 27.2 A Procurement Award Report should contain the following information, as a minimum:

- A summary of the **process followed**, including a copy of the RFQ/ITT issued to suppliers, dates of when suppliers were issued the RFQ/ITT and how long they had to respond. Any details of site visits by suppliers. A log of communication with suppliers during the bidding window.
- A summary of the **bids received**, including dates of when the bids were received and any clarification questions you needed to ask the suppliers in order to evaluate the bids.
- The approach to **evaluation**, including the evaluation criteria used to assess the bids alongside each supplier's score in accordance with the criteria. Details of who evaluated the bids and how they were evaluated.
- The **award recommendation**, including the supplier's details, costs (and any time limits on costs offered) and a note of the terms and conditions that will be used to make the purchase.
- Any risks, issues or complications should be included in the report.
- Where applicable, confirmation of compliance with the relevant Public Procurement legislation

- 27.3 The report should be completed by the Lead Buyer and submitted to the Chief Financial Officer for approval prior to award.

- 27.4 Lead Buyers are prohibited from concluding contract awards without prior authorisation via the award reports.

- 27.5 Authorisation to award a contract must be compliant with the BCCET Financial Regulations and Scheme of Delegation at the time of reading.

## SECTION 7 – AWARD OF QUOTATIONS AND TENDERS (SMALL, MEDIUM AND LARGE PROCUREMENTS BELOW PCR THRESHOLD)

### 28. Formal Award Notification of Quotations and Tenders

- 28.1 All Procurements, regardless of value/risk and size should be concluded via a formal Award and/or Decline confirmation to all tenderers participating.
- 28.2 The BCCET Award and Decline letter templates should be used and issued in writing to all tenderers participating.
- 28.3 For Small, Medium and Large Procurements (Sub PCR Threshold) It is good practice to first issue the award letter and obtain acceptance of the award of contract from the successful bidder prior to informing unsuccessful bidders.
- 28.4 The following process applies to each Procurement Threshold

| Procurement Threshold                                                      | Award Process                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Small Procurements                                                         | Acceptance or Rejection may be undertaken via Template RFQ Award/Decline Letter or E-mail<br><br>Bidder debrief is not required and at discretion of Lead Buyer                                                                                                         |
| Medium Procurements                                                        | Use of Template RFQ Award/Decline Letters<br><br>Bidder debrief is not required and at discretion of Lead Buyer                                                                                                                                                         |
| Large Procurements                                                         | Use of Template RFQ or ITT Award/Decline Letters<br><br>Bidder debrief to be provided if requested by bidder                                                                                                                                                            |
| Major Procurements (Advice must be sought from the Purchasing Coordinator) | Formal Award Procedure as defined in the Public Contracts Regulations:<br><br>Publishing of a Contract Award Notice<br>Issue of Pre and Post Standstill Notifications and Bidder Debrief in accordance with PCR requirements<br>Publishing of a Contract Details Notice |

### 29. Bidder Debriefing

- 29.1 Unsuccessful Bidders may request a debrief following formal notification of decline.
- 29.2 The Lead Buyer for the procurement is responsible for responding to requests to debrief in a timely manner and in accordance with the published evaluation criteria. Debriefs should consist as a minimum of their overall score and/or ranking in relation to the successful bidder.
- 29.3 Care should be taken to ensure that bidders receive an adequate debrief but that the integrity of the process and the commercial position of successful and other bidders are not compromised.
- 29.4 Where an unsuccessful bidder requests information pertaining to the details of the successful bidders submission, including price/cost, permission should be first sought from the successful bidder before disclosing. The need for permission should be communicated to the unsuccessful bidder requesting. Should the successful bidder refuse permission, this too should be communicated to the unsuccessful bidder.
- 29.5 For Major Above PCR Procurements a formal process is required and should not be attempted without guidance from the Purchasing Coordinator.

## **SECTION 8 – AWARD OF TENDERS (MAJOR PROCUREMENTS ABOVE PCR THRESHOLD)**

### **30. Requirements of Awarding Contracts above PCR Threshold**

- 30.1 Guidance must be sought from the Chief Financial Officer prior to commencing an award process for above PCR Threshold procurements. Above PCR Threshold Procurements must follow the requirements of the Procurement Act 2023 before entering into a public contract. Lead Buyers must not attempt to award any contract or notify bidders without advice/guidance from the Chief Financial Officer.
- 30.2 Under the Procurement Act 2023 (Act), before entering into a public contract, BCCET must generally publish a contract award notice (section 50(1)) on the central digital platform. The contract award notice triggers the commencement of the mandatory standstill period.
- 30.3 In addition, where BCCET has carried out a competitive tendering procedure under the Act, it must, prior to publishing the contract award notice, provide an 'assessment summary' which provides information to enable a relevant supplier to understand why its tender was either successful or unsuccessful.
- 30.4 When awarding a contract following a competitive tendering procedure, BCCET must provide an assessment summary to each supplier that submitted an 'assessed tender' and publish a contract award notice.
- 30.5 Section 50 (Contract award notices and assessment summaries) sets out the definition of, the requirement for, and timing of, the assessment summary. The information that must be included in the assessment summary is set out in regulation 31.
- 30.6 BCCET must provide an assessment summary to each supplier at the same time (regulation 31(4)) and before the contract award notice is published (section 50(3)). It is important that BCCET provides the assessment summaries promptly after the award decision has been made.
- 30.7 Further guidance on the Award Procedure and Assessment Summary as well as Transparency Contract Award Notice and Contract Details Notice is available from the Purchasing Coordinator.

## **SECTION 9 – CONTRACT IMPLEMENTATION AND MANAGEMENT**

### **31. Approval & Contract Signature**

- 31.1 The BCCET Scheme of Delegation details appropriate levels for approvals on purchasing decisions and to sign contracts on behalf of the Trust in line with the following thresholds.
- 31.2 Contracts must not be entered into without the appropriate authority

### **32. Introduction to Contract Management Principles**

- 32.1 All contracts managed on behalf of BCCET must be managed in accordance with BCCET ethical principles and values.
- 32.2 BCCET should conduct all contract management activities in a spirit of goodwill, trust, professionalism and seek at all times to maintain a 'collaborative' approach to supplier relationship management. It is an important part of the BCCET procurement strategy that suppliers want to do business with BCCET and our clients, therefore how we treat our suppliers is a fundamental part of the working out of that strategy for the good of the wider business.
- 32.3 Each contract shall have a named 'contract manager' who has responsibility to oversee and manage the performance of the contract and arrange formal contract reviews.
- 32.4 Details of all contracts shall be contained within the BCCET contracts register and added to the procurement forward plan for the purpose of re-procurement and review. The management and upkeep of this data is the responsibility of the named contract manager.

### **33. Above PCR Contract Requirements – Setting and Reporting on KPIs and Contract Performance**

- 33.1 Before entering into a public contract with an estimated value of more than £5 million, section 52(1) of The Procurement Act 2023 generally requires that a contracting authority must set at least three KPIs in respect of the contract.
- 33.2 The obligation to set at least three KPIs does not apply if the BCCET considers that the supplier's performance could not appropriately be assessed by reference to KPIs. This might include, for example, where the contract is for a one-off delivery of or off-the-shelf goods.
- 33.3 Where more than three KPIs are set, section 52(3) requires that all of those KPIs must be published. In most cases, BCCET will satisfy the obligation in section 52(3) to publish all their KPIs by complying with the obligation in section 53(3) to publish a copy of any contract with an estimated value of more than £5 million.
- 33.4 Where the above is likely to apply, advice and guidance must first be sought from the Purchasing Coordinator.

### **34. Contract Review Meetings**

- 34.1 Contract Review Meetings should be held periodically with all BCCET suppliers depending on the value, risk and usage.
- 34.2 There is no set frequency for Contract Review Meetings however consideration should be given to the extent of reliance and risk on a particular supplier, the importance and profile of the contract and the amount of spend through the contract.
- 34.3 All suppliers should be invited to at least one annual formal contract review meeting. Higher value/higher risk contracts should be expected to have at least termly formal contract review meetings.

34.4 The purpose of the formal contract review meeting is to discuss the following (not exhaustive):

- Actions from previous formal contract review meetings
- Summary of activity/usage and customer spend for the last period (to be determined)
- Formal presentation of Key Performance Indicator measures and how the supplier has performed against those since the last review
- Supplier rebate review
- Cost/VfM issues/pressures or savings achieved
- Discussion on Social Value outcomes achieved
- Complaints and mitigations
- Customer performance and how this may impact supplier's ability to perform the contract
- Key improvement areas and opportunities
- Supplier's business performance and future strategy
- Actions and next steps

34.5 Each contract and supplier will be unique and as such the format and inclusions in a formal contract review meeting will be unique. The named contract manager is responsible for setting an appropriate contract review meeting schedule.

34.6 Management data pertaining to each formal contract review meeting including minutes/actions is to be stored in the contract file as appropriate.

34.7 Contract Managers are fully encouraged to meet with suppliers more regularly where there are issues arising of concern in terms of quality of service/products, commercial concerns or wider business concerns.

34.8 Contract Managers must act with integrity and professionalism at all times in dealings with suppliers by representing the core values of BCCET and in line with the BCCET Gifts and Hospitality Policy.

34.9 Lead Buyers/Contract managers must note that all activity pertaining to supplier relationship management must be undertaken within the confines of the Bribery Act 2010.

### **35. Risk Management of Suppliers**

35.1 The Contract manager should risk assess their contract to understand the likely risks that may arise in the life of the contract.

35.2 The Lead Buyer/Contract manager should undertake an annual risk analysis this should be recorded in the contract file accordingly.

35.3 As a rule, single supplier contracts should be treated with higher priority for risk mitigation strategies than multi-supplier contracts.

35.4 An annual financial health check of all suppliers should be conducted and form part of the supplier risk management strategy. This will be conducted centrally via the Finance Team.

35.5 Based on the Kraljic Matrix the following supplier risk profile shall be followed:

| <b>Supplier Category</b>     | <b>Key Attributes</b>                                                                                                                                                                                                                  | <b>Proposed Risk Management Strategies</b>                                                                                                                                                                                                                                 |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strategic Critical Suppliers | <ul style="list-style-type: none"><li>- Critical to the supply of the contract</li><li>- Dependent on the supplier</li><li>- Failure of supplier would have major detrimental impact on BCCET</li><li>- High switching costs</li></ul> | <ul style="list-style-type: none"><li>- Close supplier relationship management</li><li>- Quarterly formal contract review</li><li>- Formal KPI schedule</li><li>- Named contact</li><li>- Regular operational engagement</li><li>- Annual financial health check</li></ul> |

|                      |                                                                                                                                                                    |                                                                                                                                                                                                                                 |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Leverage Suppliers   | <ul style="list-style-type: none"> <li>- Many suppliers</li> <li>- Commodity Products/Services</li> <li>- Low switching costs</li> </ul>                           | <ul style="list-style-type: none"> <li>- Annual formal contract review</li> <li>- Formal KPI schedule</li> <li>- Named contact</li> <li>- Regular operational engagement</li> <li>- Annual financial health check</li> </ul>    |
| Bottleneck Suppliers | <ul style="list-style-type: none"> <li>- Often monopolistic</li> <li>- Few suppliers/alternatives in the market</li> </ul>                                         | <ul style="list-style-type: none"> <li>- Bi-Annual formal contract review</li> <li>- Formal KPI schedule</li> <li>- Named contact</li> <li>- Regular operational engagement</li> <li>- Annual financial health check</li> </ul> |
| Routine Suppliers    | <ul style="list-style-type: none"> <li>- Large market</li> <li>- Many suppliers</li> <li>- Low switching costs</li> <li>- Large product/service variety</li> </ul> | <ul style="list-style-type: none"> <li>- Annual formal contract review</li> <li>- Named contact</li> <li>- Regular operational engagement</li> </ul>                                                                            |

### 36. Contract Variations

- 36.1 All contracts should have a Contract Variation clause whereby both parties may exercise their right to seek a contract variation where appropriate to do so. Contract variations must only be permitted where necessary and subject to an understanding of the risks and costs associated with the variation.
- 36.2 Many reasons exist for the need to seek a contract variation, those include (but are not limited to):
- Extension of the contract beyond the original term
  - Change of specification
  - Change of terms
  - Price variation (increase or decrease)
  - Change of sub-contractor
- 36.3 The contract manager must be satisfied that the need for a contract variation is based on sound commercial and category-based understanding and can be justified using evidence based data.
- 36.4 For Above PCR Threshold Contracts, variations and changes must have regard to any considerations and limitations in varying/modifying contracts during their term (as this may require a new procurement procedure is commenced) and the requirements to publish a 'Contract Change Notice' where such variations/modifications are permitted. Advice should be sought from the Chief Financial Officer prior to agreeing any variation/modifications for above PCR Threshold Contracts.
- 36.5 Instructions requiring the supplier/contractor to vary the specification of a written contract shall be made in writing, a copy of which will be retained by the Lead Buyer/Contract manager.
- 36.6 Instructions for the variation of a contract shall, wherever possible, include an estimate of the price which is to be added or deducted from the total price paid under the contract. Where a supplier/contractor is instructed to act in an emergency, or where it makes emergency variations in accordance with the conditions of a contract, a suitable written and priced instruction shall be created at the earliest opportunity.
- 36.7 Major changes which would have substantial financial implications for which no budgetary provision exists shall not be commenced until approval has been obtained from the budget holder. As an exception, the Chief Financial Officer may make written authorisation of major changes to a contract where the changes are urgent in nature because of unforeseen ground conditions; health and safety considerations; or some other genuine emergency that requires immediate action.

- 36.8 Where the Contract is an above PCR Threshold contract then a Contract Change Notice must be issued in accordance with Section 75 of The Procurement Act 2023 or equivalent at the time of reading.

### **37. Dispute Resolution**

- 37.1 There may be occasions from time to time where a dispute occurs between the supplier and BCCET. Where this occurs the named Lead Buyer/Contract manager shall in the first instance seek to settle the dispute immediately and amicably through relationship management. All agreements and actions with suppliers for the resolution of disputes shall be followed up in writing to the supplier and kept on file. Actions shall be monitored and form part of the next formal contract review meeting.
- 37.2 All contracts shall have dispute resolution clauses and Lead Buyer/Contract manager should ensure those clauses and requirements are followed. Lead Buyer/Contract manager should 'check the facts' before entering into any dialogue with a supplier over a dispute and not assume that the supplier is incorrect. Lead Buyer/Contract manager should listen carefully to all sides of the dispute and make a judgement objectively.
- 37.3 Where a dispute has potential for higher risk/higher value implications the matter shall be escalated to the Chief Financial Officer and then the Chief Financial Officer as appropriate. Higher risk/higher value disputes will require a face-to-face meeting with the supplier's representative at the earliest opportunity. Ideally meetings should not take place at the supplier premises unless necessary. All meetings shall be minuted and recorded on file.
- 37.4 Higher risk/higher value disputes are those which (not exhaustive):
- Could result in the breakdown of supplier relationships having a detrimental impact on the delivery of goods/services for a period of time
  - Where the supplier is the only supplier on the contract and there is a heightened risk of losing the supplier
  - Potential for financial loss to BCCET
  - Potential for reputational damage to BCCET
- 37.5 If the matter cannot be resolved amicably then it becomes a legal process and as such advice must be sought from the Chief Financial Officer at the earliest possibility.

### **38. Termination of Contracts**

- 38.1 All contracts will terminate at some point. The following circumstances can result in a termination (not exhaustive):
- a) The contract has reached the end of its natural term. Note in the public sector this is a strict requirement given the original advertised duration and scope of the contract.
  - b) The scope/specification no longer reflects the need of BCCET or there is a new product/service on the market which would better serve the need of BCCET. In this case termination must be agreed by both parties.
  - c) There is an irrevocable dispute which cannot be resolved despite measures taken to resolve the issue through dispute resolution actions.
  - d) The supplier has breached the terms of the contract
  - e) The supplier has offered an inducement, reward or bribe
  - f) The supplier has gone into liquidation
- 38.2 Apart from (a), (e) and (f) above, termination of any contract must be a last resort having exhausted all other options.
- 38.3 Apart from (a), (e) and (f) above the (e) shall seek prior approval of the Chief Financial Officer to terminate any contract. Advice from Legal must be obtained.

- 38.4 The Lead Buyer/Contract manager shall terminate the contract in writing and in accordance with the termination provisions as laid out in the contract, including notice periods.
- 38.5 In terminating a contract the Lead Buyer/Contract manager shall consider the wider impacts on BCCET, the impact on BCCET customers and the financial impact. A procurement strategy for this requirement must be in place which offers alternative options in the eventuality of a termination in order to limit any impact on BCCET. Foresight is required to understand the potential risk of termination in advance so that an exit strategy can be put in place to minimise the damage of an immediate termination.
- 38.6 Where the Contract is an above PCR Threshold contract then a Contract Termination Notice must be issued in accordance with Section 80 of The Procurement Act 2023 or equivalent at the time of reading.

### **39. Contract Extensions**

- 39.1 Subject to any statutory restrictions and compliance with these Procedures, the Chief Financial Officer may authorise an extension to a Contract for a particular period providing that it was included within the original terms and conditions, scope and advertisement of the contract.
- 39.2 Any extension must be subject to satisfactory outcomes of contract monitoring during the primary period.
- 39.3 Any contract extension shall only be allowable up to the maximum extension period specified in the contract and shall be subject to satisfactory performance by the contractor / supplier.
- 39.4 Any request for contract extensions where they did not exist in the initial contract must be discussed with the Chief Financial Officer.
- 39.5 Any extensions must be agreed with the supplier in writing prior to entering into the extension period. Extensions must be on the basis of the original terms, specifications and prices as stated. Modifications to the contract for the extension period must be conducted in accordance with "Section 36 Contract Variations".

### **40. Liquidated and Ascertained Damages**

- 40.1 High value/high risk contracts for works or services shall provide, where practicable, for Liquidated Ascertained damages (LADs) to be withheld from the supplier/contractor if the terms of the contract are not duly performed. This action must be taken in conjunction with Legal advice.

### **41. BCCET Contracts Register**

- 41.1 All term contracts (those which are ongoing for a contracted period of time) shall be recorded on the BCCET contracts register and added to the BCCET Procurement Forward Plan for the purpose of re-eventual procurement and review.
- 41.2 The Finance Team maintains a central Contracts Register on behalf of BCCET which must be kept up to date with the details of all term contracts in force. The Contracts Register is held centrally.
- 41.3 The minimal required information includes:
- Name and Contact Details of Supplier
  - Contract Title
  - Contract manager at BCCET
  - Description of Contract
  - Category
  - Date of Commencement of Contract

- Date of Expiry of Contract
- Any Extension provisions
- Re-Procurement Date (if relevant)
- Annual Value
- WLC Value based on contract duration
- Above-PCR Threshold Contract (Yes/No)
- Risk Profile (Kraljic Assessment)

## **42. Records Management**

- 42.1 Copies of signed contracts shall be stored centrally.
- 42.2 Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by supplier, by type of procurement, etc.).
- 42.3 Whatever form of documentation and filing is employed, a clear and consistent audit trail must be maintained. At a minimum, source document data must be sufficient to establish that the guidelines of competitive tendering and seeking best value for money were followed, as well as a record of the approvals process.
- 42.4 Successful tenders and copies of contracts must be retained for a minimum of 5 years.

## **43. Change in Suppliers Details**

- 43.1 Should a supplier request a change in bank details, contact details or company name, then a full independent check is required to guard against fraud. Please refer to the BCCET Financial Regulations

## **44. BCCET Approved Supplier List**

- 44.1 BCCET maintains an approved supplier list. Existing suppliers have been approved and BCCET has an established contractual relationship with the supplier including credit terms. Wherever possible, our approved supplier list should be reviewed and used to procure low value goods only (Small Procurements under £1000.00).

## **SECTION 10 – PROCUREMENT POLICY APPENDICES AND TEMPLATES**

### **45. List of Appendices & Templates**

45.1 As part of this Procurement Policy Suite a range of Guidance Documents and Template Forms are available to use. These documents are available via the intranet.

- BCCET Writing Specifications Guidance
- BCCET Procurement Evaluation Guidance
- BCCET Contract and Supplier Management Guidance
- BCCET Public Procurement Notices Guidance
- Procurement Waiver Form
- RFQ £0-£1,000 Process Flow/Procedure
- RFQ £1,001-£50,000 Process Flow/Procedure
- RFQ £50,001-£100,000 Process Flow/Procedure
- ITT £100,001+ Process Flow/Procedure
- BCCET Procurement Thresholds Summary
- BCCET Procurement Exemptions Summary
- BCCET Basic RFQ Template (Small Procurements)
- BCCET Formal RFQ Template (Medium/Large Procurements)
- BCCET ITT Template (Large Procurements)
- Supplier Due Diligence Questionnaire
- Procurement Risk Matrix Template
- Conflicts of Interest and Confidentiality Form
- BCCET Preliminary Market Consultation Template
- Basic Award Report – Medium Procurements
- Formal Award Recommendation Report – Large/Major Procurements
- BCCET RFQ Award Letter Template
- BCCET RFQ Decline Letter Template
- BCCET Sub PCR Threshold ITT Award Letter Template
- BCCET Sub PCR Threshold ITT Decline Letter Template
- Contract Review Meeting Template

### **46. Maintaining and Updating Procurement Templates**

46.1 It is the responsibility of the Chief Financial Officer to ensure Procurement Templates are periodically reviewed and updated in line with best practice and latest Procurement Legislation.