



**PROCUREMENT AND COMPETITIVE TENDERING
POLICY**

Approved

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Signature of CEO	
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Signature of Chair of Board	
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1. SCOPE

This policy covers¹ all individuals working in the Believe Engage Succeed Trust (BEST) and its schools, including those who are employed, contractors, volunteers, Members, Trustees and local governors. It sets out the framework and procedures by which BEST spends money on goods, contracts and services.

BEST is committed to ensuring that the governance of BEST is conducted in accordance with the highest standards of integrity, probity and openness.

2. AIMS

This policy aims to ensure that BEST can demonstrate that:

- BEST's funds are used only in accordance with the law, its Articles of Association, its Funding Agreements and the Academies Financial Handbook;
- Funds are used in a way that:
 - commands broad public support,
 - is fair to potential suppliers,
 - avoids the opportunity for private gain;
- Value for money (economy, efficiency and effectiveness) is achieved;
- Trustees fulfil their duties and responsibilities, as charitable trustees and company directors.

3. LEGISLATION AND GUIDANCE

The Academies Financial Handbook states that academy trusts are required to have a competitive tendering policy, and ensure that European Union (EU) procurement thresholds are observed.

This policy is based on the Academies Financial Handbook and Department for Education (DfE) Buying for Schools guidance on procurement. www.gov.uk/guidance/buying-for-schools

This policy also complies with our Funding Agreement, Articles of Association and the Public Contracts Regulations 2015.

4. PRINCIPLES

More attention to the procurement process will be needed for higher value or contentious contracts. Contentious contracts are those that might give rise to criticism of BEST, perhaps because they are with connected /related parties.

Purchases should follow the general principles of:

- Value for money - covering cost of goods or services, quality of good or services and administrative cost (including time) of procurement. BEST wants to achieve the best value for money from all purchases and at all times. Achieving the best value for money does not always mean choosing the cheapest price. Other factors such as quality, longevity, timing and whether the contract is fit for purpose should be considered.

¹ Adapted from HEART Academies Trust - Procurement and Competitive Tendering Jan 2019 and Community Academies Trust – Procurement Policy.

- Full cost - BEST considers the full cost of purchase, including administration time and effort.
- Public Money -BEST is always aware that the money being spent is public money and consideration is always given as to whether the purchase is a good use of public money and is seen to be a good use of public money.
- Probity - it must be clear that there is no private gain in BEST's contractual relationships.
- Related or Connected Parties – It is allowable to purchase from related or connected parties, but the individual in BEST with the connection should not form part of the decision making process. It must be documented clearly and demonstrable that any transactions are commercial. Any transactions with related parties or connected parties must be reported for scrutiny, as per the Academies Financial Handbook.
- Accountability - the academy is accountable for its expenditure and the conduct of its affairs. Invoices must be of an appropriate standard to ensure clear identification of the amount and value of goods and services being purchased; the supplier must be checked and verified; the coding such that it is clear how the purchase is to be accounted for and funded; and documented authorization prior to ordering and payment in accordance with BEST' Finance Policy, Scheme of Delegation and Record of Financial Responsibility.
- Borrowing - Trusts must obtain ESFA's approval for the following leasing transactions:
 - taking up a finance lease on any class of asset for any duration from another party
 - taking up a leasehold or tenancy agreement on land or buildings from another party for a term of seven or more years
 - granting a leasehold interest, including a tenancy agreement, of any duration, on land and buildings to another party.

BEST will seek advice from their professional adviser and/or external auditor, if they are in doubt over whether a lease involves borrowing.

- Sustainable and ethical procurement - that all those dealt with by BEST are dealt with on a fair and equitable basis. In a tender process all suppliers are treated fairly, given the same information and time limits and no favouritism is shown.

Sustainability in supply chain management generally refers to continuous accountability for risk and negative impact caused by a range of actions along the supply chain. Sustainability efforts are also aimed at enhancing fairness and positive benefits for suppliers, workers, customers, end-users and any other stakeholders.

- Sustainable procurement takes a wider view and incorporates the net benefits for both BEST and the wider world. It considers the impact of environmental, economic and social factors along with price and quality. This is important in terms of how BEST conducts its relationship with suppliers, including contract negotiation especially when sourcing globally with unfamiliar work cultures. BEST has a duty to lookout for signs of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and wider issues such as child labour.
- Ethical supply chain management is recognised by BEST as important due to the changing nature of the business environment. Ethical issues have gained particular importance following publication of cases of unethical business practices and poor working conditions in developing countries. Public awareness on the issues of child labour is increasing pressure on all organisations to take care of the worker welfare at home and across entire supply chains.
- Legality - BEST is committed to the fair and effective application of laws and regulations throughout its supply chain. There is a positive duty on BEST to report and refer any and

all reasonably founded suspicions of illegal activity (for example, attempts at corruption, evidence of anti-competitive or cartel-like activity, breaches of employment or environment law, breaches of data protection regulations (GDPR)).

- Business Fragility - Businesses may be fragile and so BEST makes sure it understands its obligations under the contracts that are entered into and avoid significant payment in advance wherever possible.
- Contract Terms - Care is taken to ensure contract terms are not disadvantageous to BEST.
- End of contract - The end of the contract is considered fully before entering into it.
- Contract 'roll over' - Rolling over a single year contract, repeatedly, is unlikely to provide best value. These contracts should first be recorded and then re-procured for value.

This policy is consistent with BEST's policy to support, protect and where possible preserve the anonymity of 'whistleblowers', inside or outside of our organisation, who act in good faith, even if their suspicions should subsequently prove to be unfounded. BEST will give full co-operation to legitimate authorities investigating such claims. That specifically includes the duty to ensure that relevant documentation is preserved and made available, even if such documents could be construed adversely to the interests of BEST. Please refer to BEST's Whistleblowing Policy for additional guidance.

5. VALUING THE CONTRACT

It is important that contracts are assessed properly for value. The total value of the contract is obtained by making reasonable assumptions on:

- the annual spend; multiplied by
- the number of years of the contract; multiplied by
- the number of schools in BEST that the contract is being awarded for.

It is not permissible to split the value of the contract in order to appear to be below procurement thresholds.

If a contract is for a number of years with the option to extend at the end of that time then the number of years of the contract is the maximum time it could run. A typical example would be for a contract that is 3 years with an option to extend for a further 2; the total number of years that needs to be considered in determining value is then 5 years.

Care must be taken concerning the number of schools entering into a contract. If BEST enters into a contract for all its schools then the number should be considered to be the total number of schools in BEST together with any schools reasonably expected to join BEST, if they would be included in the contract when they join. Even if each school individually signs their own contract, the procurement should be considered to be for all the schools involved in the process.

Similarly, if a group of schools in BEST enter into a contract together (e.g.: all special schools) then the number of schools should be the number of special schools in BEST or reasonably expected to join BEST.

When BEST enters into a Framework Contract available to all schools in BEST for purchases, then it should take into account a reasonable estimate of the number of schools in BEST together with those likely to join over the length of the contract in order to calculate the cost of the contract.

Recoverable VAT is excluded from the assessed value of the contract.

6. CONNECTED OR RELATED PARTIES

BEST has a process in place where all Members, Trustees, Local Governors and senior staff must declare their pecuniary interests. This is done annually, usually in the Autumn Term and individuals must update them through the year should their interests change.

The pecuniary interests of Members, Trustees, and Local Governors are published on either BEST's or the relevant school's website and are kept up to date with all notified changes at the end of each term. The pecuniary interests of staff are kept locally in each school and by BEST Financial Lead. When carrying out a procurement exercise, it is important to check both BEST register of interests and the school's register to identify any potential conflicts.

Any person with a pecuniary interest in a supplier or potential supplier must not take part in the procurement process.

The Academies Financial Handbook requires that BEST must pay no more than "cost" for goods and services provided to it by a Member, Trustee or a connected / related party of a Member or Trustee. The rules on this are very specific, so if procurement potentially involves a person or organisation declared by a Member or Trustee as being a pecuniary interest; then advice should be sought from the CEO / CFO before any procurement decision is made.

7. FRAMEWORKS

The use of Framework Agreements to contract suppliers is recommended. Framework contracts are those where a number of suppliers have been pre-approved with all the public sector rules complied with. The benefits of frameworks are that they have already been through a competitive tender process, appropriate legal and regulatory checks have been undertaken, and they have favourable terms and conditions. In addition, the framework provider may offer advice and support. It is therefore possible to purchase directly from frameworks with no further procurement process being necessary, irrespective of the value being procured. This can be very efficient as it saves a significant administration costs, as well as ensuring tendered low prices.

There is also often the opportunity to run a mini-competition through a framework which can be much quicker than a full procurement tender. This is where a number of suppliers have been pre-approved by the framework and then compete to fulfil the contract with the contract being awarded to the offer that gives best value for money.

Depending on the framework BEST chooses, it will either pick the best value supplier from a list or run a mini-competition between listed suppliers. In either case, BEST will follow the DfE's guidance on procurement (see Appendix 1 of this policy) to ensure good practice. The reasons for the choice of the framework, and for the choice of supplier, will be clearly recorded.

Despite frameworks being a very attractive way to procure, it is sensible to make some open market comparisons between what is on offer to ensure value for money, particularly for purchases where the price may fluctuate over time. It is also important to make sure that the framework is set up to allow the purchase (i.e.: it applies to MATs and its schools), the specification and contract terms are suitable for BEST's needs and that the framework mechanism of purchase (how to order, etc.) is understood so that we are compliant.

8. AUTHORISATION LEVELS

BEST's Scheme of Delegation and the Record of Financial Responsibility define the authorisation levels with regards to all purchasing. These must be adhered to for all purchases.

If it is estimated that the cost of a contract is above the EU thresholds for procurement spending, BEST will follow EU procurement directives and seek legal advice. Details of EU thresholds are in section 12 below.

9. PURCHASING COLLABORATIVELY

Collaborative purchasing is encouraged across BEST. It is expected that collaborative purchasing will lead to economies of scale, which have already occurred with some contracts. BEST may also procure collaboratively with other trusts.

When purchasing collaboratively, it is necessary to ensure that:

- There is commitment from the schools involved at the start of the process to a collaborative procurement;
- The lead person driving the procurement is identified;
- Contract valuation is carried out correctly;
- The specification is agreed on behalf of all parties;
- Decisions on awarding the contract are clear and made according to the Finance Policy, Scheme of Delegation and the Record of Financial Responsibility;
- Consideration is given on what to do if the best value contract is not the best value for each individual participant in the procurement.

10. TUPE

There are some contracts that involve the provision of services to BEST which may mean that members of staff employed in the provision of these services may have employment rights when the contracts are re-negotiated. Examples include cleaning and catering contracts but may extend further to estate management and extended schools provision. If considering the letting of contracts such as these then BEST's Executive Team should be contacted well in advance to advise on the TUPE (Transfer of Undertaking Protection of Employment) transfer process. It should be noted that TUPE increases the complexity of letting the contract and therefore the time planned for this should be extended.

11. PURCHASING PROCEDURES

11.1 Low Value Contracts (< £10,000 - Lower Limit)

For purchases and contracts below £10,000 excluding VAT, the purchase can be made under the Finance Policy, Scheme of Delegation and Record of Financial Responsibility without the need for competitive quotes. However, it is often beneficial to obtain quotes to ensure good value for money or to browse Framework Agreements or the Internet to reassure the purchaser that the price is competitive. Decisions on these actions are made locally at school level.

A quote or price must always be obtained before any order is placed. Trust Financial Lead in consultation with the schools' Business Managers / Bursar may create approved supplier lists for some types of purchases.

Where a new supplier is to be used, Trust Financial Lead must be provided with full details to allow suitable checks to be performed. A 'New Suppliers' form will be sent to the supplier to

complete and only once this has been returned and checked will they be as a verified supplier. This form includes BEST's default settlement position of 30 days from invoice unless it has been formally agreed by the CFO.

Purchase cards are provided to key individuals in BEST to enable purchases, at this level, to be made efficiently, including taking advantage of online prices or where time is of the essence. The Purchase Card Policy deals with the matters that should be taken into account when purchasing in this way, but care should be taken to make sure that value for money is obtained regardless of the purchasing method.

It is recognised that there may be some non-routine purchases which can be categorised into one of the following groups:

1. Trips expenditure – as there may be no assigned budget holders for trips, a paper 'Purchase Order Form' (PO Form) must be completed by the Trip leader and referenced to the 'Trip Set-up' Form.
2. Purchase Card/Online purchases – all on-line procurement must be accompanied by a paper PO Form signed in accordance with the Finance Policy, Scheme of Delegation and Record of Financial Responsibility noted above.
3. Expenses – Only in limited circumstances does BEST allow educational resources to be procured using personal expenses (see 'Expenses' policy). Any such expenditure outside the Expenses Policy will be identified as a breach of policy and be reported as an exception (see section 14 below).
4. Direct purchasing – BEST does not allow staff members to purchase goods directly. This policy notes that any invoices received in absence of a Purchase Order will be recorded and reported as an exception (see section 14 below).
5. Auto-renewals – a subscription/contract auto-renewing in absence of a Purchase Order will be identified as an exception and therefore will be recorded and reported (see section 14 below).

11.2 Medium Value Contracts (> £10,000 - Lower Limit and up to £100,000 - Upper Limit)

For purchases and contracts from £10,001 up to £100,000 excluding VAT, at least 3 written quotations must be obtained.

A written specification must be provided in advance of the quotation that details, as a minimum:

- A description of the requirement;
- Quantity required;
- Timescale for provision or completion;
- Deadline to submit quotation and all details of how to submit;
- Details of school(s) to which the contract applies.

The purpose of the specification is to be fair to all potential suppliers.

The quotations should be considered to provide the best available outcome taking into account:

- price,
- quality and
- timing.

This choice should be justified in writing when seeking approval. Authorisation limits specified in BEST's Finance Policy, Scheme of Delegation and Record of Financial Responsibility must be complied with.

Note: If purchasing from a Framework there is no requirement to obtain 3 written quotations. It is also acceptable to go to a full tender process rather than quotations, if it is felt this will obtain a better result.

11.3 High Value Contracts (> £100,000 - Upper Limit to OJEU)

For purchases and contracts above £100,000, it is necessary to either purchase from a valid Framework as previously discussed, or to use a full tender process. A full tender can be a complicated process and the use of procurement consultants or project managers who specialise in the area should be considered. The contract for the use of procurement consultants should itself be procured correctly in line with this policy, which means ample time should be allowed to complete the procurement cycle.

The formal stages of a tender process are:

- Put together a detailed **invitation to tender**, including information on how the tender is going to be evaluated;
- Either advertise as an **open tender** or operate a **restricted tender**;
- **Accept** and **open** the tenders;
- **Evaluate the tenders** in accordance with the criteria in the invitation to tender;
- **Award the contract.**

These stages are discussed further in **Appendix 1**.

12. OJEU PROCESS (OVER EU PROCUREMENT THRESHOLD)

EU procurement thresholds are updated every 2 years for movements in exchange rates, but at the time of approving this policy were:

From January 2018

Description	Value	Notes
Supply, Services & Design Contracts	£181,302	
Light touch (services where there is little EU interest)	£615,278	(includes catering, training, legal advice or educational services for pupils)
Works contracts	£4,551,413	Buildings, renovations and development projects

Once a contract is assessed as being valued above these thresholds then either it can be purchased through a Framework that has already been to EU tender, or the OJEU rules must be complied with. The OJEU rules are stringent, including the requirement to advertise the contract in the Official Journal of the European Union (OJEU).

If BEST does not follow the regulations for purchases above the EU threshold, suppliers may be able to challenge spending decisions and contracts on the grounds that they have been treated unfairly. This can lead to large fines and compensation payments.

Before BEST enters into an OJEU process; it will ensure that specialist procurement advice is used to make the purchase, either internally or by the use of external procurement consultants. Therefore, before beginning a procurement over the size of the OJEU limit, this proposal must be approved by the BEST Board, who will recommend what specialist procurement advice must be sought in order to ensure any subsequent procurement is compliant.

13. RECORD KEEPING

For all purchases, a clear audit trail should be kept. The level of detail required will increase with the value of the procurement. The written record must include:

- details of the purchase itself, for example, what was purchased, from whom and the assessed value of the contract;
- information on the framework used for purchasing and why it was suitable for this contract; or copies of the quotations or tenders submitted;
- how the supplier complies with data protection (GDPR) requirements and agreements on any data sharing;
- who was responsible for evaluation of tenders, and details of the evaluation scoring, if applicable;
- tender and response from successful supplier;
- who was responsible for making the decision to procure, and details of their decision making process;
- where the lowest cost is not adopted the reason for this must be documented either full minutes or a link to the minutes of any Board/ LGB or SIB meeting at which the procurement was discussed and/or approved;
- where the contract is for more than one year, the appropriate approval and a copy of the contract signed by the CFO;
- a record of the order, of receipt and checking the goods or services and of authorising payment.

BEST holds a Central Contracts Register in order to monitor all contracts for compliance and to determine where there is an opportunity to merge contracts to achieve better value for money across BEST. All contracts over 1 year and single year contracts that are renewable (including Service Level Agreements (SLAs)) should be entered onto this register. Information required, as minimum is:

- A description of the contract and what it is for;
- The name of the supplier;
- The date the contract was entered into and the date the contract expires;
- The value of the contract;
- A scanned copy of the contract.

14. EXCEPTIONS

Occasionally it is necessary to procure without following this policy because it is not in the best interests of BEST to follow this policy. This may be done with the authorisation of the CFO for procurements up to £40,000 and with the authorisation of the AO over this amount. Authorisation will only be given on very rare occasions and such authorisations will be reported to the next meeting of the Board of Directors.

Potential reasons for an exceptional procurement are:

1. In an emergency to resolve an issue that has a Health & Safety or other consequence where a proper procurement process would take too long.
2. Where there is only a single supplier of the goods or services and this can be demonstrated.
3. Where no suitable suppliers have come forward through the tender process, it may be acceptable to negotiate a contract with a suitable alternative supplier.

There are also occurrences known as 'Allowable Exceptions' – allowable because they are known in advance and an exception because the purchase has not been placed using the purchase ordering system. These may include:

1. Staff Agency costs;
2. CPD training and associated costs;
3. Recruitment and associated costs;
4. Utilities;
5. Photocopier charges;
6. Insurances.

Any purchasing that has not been identified as 'Allowable' will be recorded on the 'Exceptions Tracker' and reported to the Board, as part of BEST's Financial Reporting. If this is identified, as a deliberate act, BEST may determine the staff member is subject to disciplinary procedures.

15. PERCEIVED RISK

On occasion, suppliers or contractors may be categorized as a potential risk to BEST (legal, reputational, operational). Risk may manifest as a result of a range of factors, which include but are not limited to:

- The nature of the supply (e.g. the supply of people, the supply of food, the supply of construction services, a supply integral to the delivery of educational outcomes and/or safeguarding);
- The value of the supply (in excess of £25,000 per annum);
- The supply chain (single supplier of unique goods, supply sourced from overseas).

Where a supplier or supply is categorized as a potential risk and has NOT been sourced through a DfE recognised Framework Agreement; BEST will request the supplier completes a 'Supplier Questionnaire' form. Subject to responses received from the supplier, BEST may choose to:

1. Continue to actively monitor but take no further action;
2. Request additional information from the supplier;
3. Terminate the supply / supply agreement and seek alternative arrangements.

BEST's CEO, CFO and Trustees must be consulted in circumstances where suppliers or supplies are deemed a potential risk to BEST. These will also be recorded in BEST's Risk Register.

16. MANAGEMENT OF CONTRACTS

For ongoing contracts (particularly services contracts), it's important to hold regular contract management meetings to:

- make sure both parties involved in the contract understand their responsibilities and fulfil them as effectively as possible;

- check progress against contract requirements and deal with any issues preventing those requirements from happening.

It should be agreed, as soon as possible, after awarding the contract who should attend these meetings and what the agenda items are likely to be. In the meetings, the following may be discussed:

- progress against the contract's requirements;
- the service-level agreement (the standards of service agreed with the supplier);
- any key performance indicators (how the performance of that service is measured);
- identifying areas of concern, as early as possible, and what the supplier will do about them;
- discussing necessary changes;
- how to manage planned maintenance;
- possible upgrades or improvements to the product or service;
- unforeseen problems and what to do about them;
- exit from the contract, if not fulfilling requirements.

Any actions and timescales agreed with the supplier should be noted and circulated promptly after the meeting. If the supplier isn't doing enough to address poor performance, the matter may need to be escalated according to the contract terms and conditions.

17. CONTRACT VARIATIONS OR EXTENSIONS

Any changes to a contract should be made using a variation agreement. Such variations must be agreed with the supplier. The most common variation is to extend the contract.

The Contracts Register details the date when each contract comes to an end. Preparation to let a new contract should be made in good time as the procurement process can be lengthy. Contracts may be extended, if necessary. If the original contract is below the EU threshold, the contract can be extended by up to 50% of its original length. If above the EU threshold, then ideally a new procurement process must be entered into. The contract can be extended for a short period of time to enable the new procurement to be completed.

18. OTHER REFERENCE DOCUMENTS

This policy should be read in conjunction with the following other BEST policies and documents:

- Finance Policy
- Conflict of Interest Policy
- Scheme of Delegation
- Record of Financial Responsibility
- Whistleblowing Policy
- Expenses Policy
- Purchase Card Policy
- Fraud – Anti-Bribery, Corruption and Theft Policy
- Modern Slavery Policy
- Gifts and Hospitality Policy
- Risk Management and Risk Register

19. APPENDIX 1 – TENDER PROCESS

19.1 Forms of Tender

There are three forms of tender: open, restricted and negotiated. The circumstances in which each should be used are described below. Before entering into any tendering process; this should be discussed with the Executive Team.

➤ Open Tender - This is where all interested suppliers are invited to tender. The budget holder must discuss and agree with the Executive Team on where to advertise. Advertisements are placed in trade journals, websites and on BEST and/ or school website to invite interested suppliers to make contact and tender. The decision as to where to advertise should be taken on a case by case basis and should be proportionate and reasonable with the aim to elicit a good response from qualified suppliers. A sensible amount of time should be left from the advert for interested parties to respond.

Open tender is the preferred method of tendering, as it is most conducive to competition and avoidance of corruption – but needs to take into account the cost of procurement for both BEST and suppliers, and may not therefore be the most proportionate process in all cases.

➤ Restricted Tender - Specific suppliers are identified and asked to bid by completing a tender. This method avoids the cost of advertisement and can be useful where there are a limited number of specialist suppliers. Restricted tenders are appropriate where:

1. There is a need to maintain a balance between the contract value and administrative costs;
2. A large number of suppliers might come forward or the nature of the goods is such that only specific suppliers can be expected to meet the requirements;
3. The costs of publicity and advertising are likely to outweigh the potential benefits of open tendering.

Pre-approved procurement frameworks through recognized bodies are often available to support open or restricted tenders.

➤ Negotiated Tender - The terms of the contract may be negotiated with one or more chosen suppliers. This is appropriate in specific circumstances:

1. The above methods have resulted in either no or unacceptable tenders;
2. Only one or very few suppliers are available;
3. Urgency exists;
4. Additional deliveries by the existing supplier are justified.

The DfES provides additional guidance to schools to support procurement strategies including the use of frameworks and running a bespoke tendering process.

www.gov.uk/guidance/buying-for-schools.

19.2 Preparation for Tender

Full consideration should be given to:

- The objective of the project;
- Overall requirements;
- Technical skills required to meet the tendering criteria;
- After sales service requirements;
- Form of contract.

19.3 Invitation to Tender

If a restricted tender is to be used, then an invitation to tender must be issued. If an open tender is used, an invitation to tender may be issued in response to an initial enquiry. An invitation to

tender should give potential suppliers all the information they need to bid for the work.

Suggested contents are:

- an introduction about the school and/ or BEST;
- introduction/background to the project;
- scope and objectives of the project;
- a precise description of the goods, works or services required;
- Technical requirements, if appropriate, an explanation of what the goods, works or services should do to meet the requirements (sometimes known as an 'output specification');
- the quantity;
- the quality;
- the length of the contract;
- when you want the supplier to deliver it by;
- data sharing requirements under GDPR;
- details of the implementation of the project;
- the KPIs that will measure performance of the contract;
- TUPE information if relevant;
- terms and conditions of contract;
- form of tender response;
- the criteria by which tenders will be evaluated including information on how the various criteria will be weighted;
- precise information about how the tender should be submitted and the closing date.

19.4 Aspects to consider when evaluating the tender

19.4.1 Financial

- Like should be compared with like and if a lower price means a reduced service or lower quality this must be borne in mind when reaching a decision;
- Care should be taken to ensure that the tender price is the total price and that there are no hidden or extra costs;
- Is there scope for negotiation? If so, the academy should always aim to achieve best value for money.

19.4.2. Technical/Suitability

- Qualifications of the contractor;
- Relevant experience of the contractor;
- Descriptions of technical and service facilities;
- Certificates of quality/conformity with standards;
- Quality control procedures;
- Details of previous sales and references from past customers.

19.4.3. Other Considerations

- Pre-sales demonstrations;
- After sales service;
- Financial status of supplier - suppliers in financial difficulty may have problems completing contracts and in the provision of after sales service. It may be appropriate to have an accountant or similarly qualified person examine audited accounts etc.

19.5 Tender Acceptance Procedures

19.5.1 Submission Deadline

Invitations for tender always state the date and time the completed tender documents are to be received by BEST. Suppliers are required to submit documents in one of the following ways:

- be submitted in plain envelopes clearly marked envelopes, clearly marked to indicate they contain tender documents;
- by email to a designated email address; or
- on electronic storage media in a clearly marked envelope; or
- on a secure electronic portal that can be secured at the end of the procurement period.

19.5.2 Opening the Tenders

The envelopes should be time and date stamped on receipt and stored in a secure place, prior to tender opening. Tenders received after the submission deadline should not normally be accepted unless the supplier provides proof of exceptional circumstances.

All tenders submitted should be opened at the same time. At least two people should be present for the opening of tenders, including at least one member of the Executive Team.

A record should be kept of the names of the firms submitting tenders and the amount tendered. This record must be signed by the people present at the tender opening.

19.6 Evaluation of Tenders

The evaluation process should involve at least two people with no conflicts of interest in the tender. Those involved in making a decision must never accept gifts or hospitality from potential suppliers that could compromise or appear to compromise their independence.

The tenders are evaluated against the criteria and weighting stipulated in the original tender document. Such criteria should include:

- price;
- financial stability of the supplier;
- insurance cover;
- ability to supply the contract;
- best match of the goods or services to the specification required;
- quality control procedure;
- conformity with required standards;
- references from current or previous customers;
- helpdesk or other responsive services;
- how well supplier can match timescales.

At least 2 people should independently evaluate the submitted tenders and their combined scores should be moderated to award the contract to the highest scoring bidder.

Full records should be kept of each tender evaluation and a report should be prepared for Trustees highlighting the relevant issues and recommending a decision.

On very rare occasions BEST may need to halt the tender process. Should this occur, notification will be sent to all suppliers preparing bids as soon as possible.

19.7 Award of the contract

The final contract that both parties sign should include:

- a copy of the goods, works or services;

- a pricing schedule completed by the supplier;
- the terms and conditions agreed with the supplier;
- data sharing arrangements and protections;
- the SLA, if agreed with the supplier;
- any contract management agreements;
- an 'implementation plan', with the responsibilities of BEST and supplier;
- the tender specification as an appendix.

It is also necessary to debrief unsuccessful suppliers. Feedback should concentrate solely on the supplier's bid and not provide commercial information on other suppliers.