

MCj03962900000[1]



**PROCUREMENT**

**MANUAL**

MCj04115280000[1]

Dear Colleagues,

I am delighted to introduce this first edition of the Procurement Manual. It has been one of our ambitions in the Procurement Team to produce a clear and comprehensive guidance manual to support procurement activity across the University.

This first edition may appear lengthy at first glance. There is much information in here (and there could be more) but we do not intend that you take it all in at once. We hope that you will pick up an overview, and then look at the detail when you need it. There are plenty of useful web links and supplementary information. When you need more clarification or support, do call my Procurement Team, which will assist you.

Your suggestions (for inclusion, amendments) and your general feedback will be much appreciated. I want this manual to be useful to you and envisage it being ‘living document’ that will be refined and supplemented to reflect your feedback. Please send any comments to [r.valentine@exeter.ac.uk](mailto:r.valentine@exeter.ac.uk) .

John C. Malloch

Head of Procurement

**PROCUREMENT MANUAL**

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**APPENDICES** [App 1](#appendix1)  Procurement Checklist

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## [App 5](#_App_5_) [Useful](#App4) Links

MPj04386620000[1] For Glossary of Terms go to:

<http://admin.exeter.ac.uk/corporate/procurement/manual/definitions/a.shtml>

**Section One:**

**Introduction**

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***Aims:***

An introduction to procurement in general to provide a background for starting a procurement of project:

***What this section covers:***

* The meaning of ‘Procurement’
* The Procurement Cycle
* Procurement Services and Contacts
* Identifying Procurement Champions
* Legal Implications for Procurement
* Procurement Strategy
* Deciding How to Proceed
* Confidentiality at All Times

***Top Tips***

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* Review the lessons learned from similar or previous procurements
* Seek help at the start of your procurement
* Establish who can help you within your own team
* Seek to understand the outcomes and objectives of your procurement
* Draft out the key stages and timescales
* Assess the best procurement course to take
* Keep all documents secure
* Consider the Whole Life Costing elements
* Think before accepting gifts

**Section One: Introduction**

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All procurement activity must be carried out in accordance the University’s Financial Regulations and all staff must make themselves aware of the detail of these regulations set therein. The University’s Financial Regulations set out the minimum procedural requirements for purchasing works, goods and services and must be strictly adhered to.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/finance/publications/rfr/index.shtml>

In particular Section B14 sets out the University’s commitment the highest standards of openness, integrity and accountability.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/finance/publications/rfr/rfr_b14.shtml>

Section B15 is particularly relevant when dealing with suppliers. All University personnel, including managers, should be aware of the guidance relating to accepting gifts.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/finance/publications/rfr/rfr_b15.shtml>

Spending public monies carries responsibilities and duties and all staff should be aware of their role in ensuring ethical behaviour. There are a number of **key Tender documents** that direct and/or monitor the progress of the Tender procedure:

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/manual/process.shtml>

1.1 What does ‘Procurement’ Mean?

'Procurement’ is the process of acquiring goods, works and services, covering both acquisitions from third parties and from in-house providers. The process spans the **whole life cycle** from identification of needs, through to the end of a Contract or the end of the useful life of an asset. It involves options appraisal and the critical 'make or buy' decision.

*1.1.1 The Procurement Cycle* shows the key stages of the procurement procedure when planning to acquire goods (also applicable to research equipment), services and works from identification of need to completion of purchase/Contract.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/manual/process-cycle.shtml>

1.2 Procurement Services

Procurement Services are responsible for procurement, energy, water and sustainability at the University and advises and supports schools and services to achieve the best acquisition of goods, works or services.

Smarter methods of procurement can eliminate or reduce some cost elements. The aggregation of demands within an organisation, for example, might result in a single Contract with improved prices, better terms and conditions, more efficient ordering and consolidated invoicing. A consortium approach, through linking with other buyers with similar requirements, offers the opportunity to share economies of scale, benefit from potentially greater price advantage and deploy more efficient management of the supplier base.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/contact.shtml>

1.3 Identifying Procurement Champions

One or more Procurement Champions should be identified for each College to facilitate progress and improve communication. Procurement Champions need to be carefully selected and fully trained. They will need to be skilled in a wide range of procurement issues including planning, purchasing, whole life costing and Contract management.

1.4 Legal Implications for Procurement

Public procurement law regulates the purchasing by public sector bodies in respect of Contracts for goods, works or services. For larger purchases (above the threshold – see later in this manual), the law is designed to open up the EU's public procurement market to competition, to prevent "buy national" policies and to promote the free movement of goods and services.

Previously, there were three separate regulations in the UK which applied depending upon whether goods, works or services were being procured. In England, Wales and Northern Ireland, these three sets of rules were brought together in one piece of consolidated legislation, the **Public Contracts Regulations 2006** which came into force on 31 January 2006:

The Regulations generally apply when three main pre-conditions are met: the procuring body is a "Contracting authority" as defined in the rules (includes Universities); the Contract is a public works, services or supplies Contract; the estimated value of the Contract (net of VAT) equals or exceeds the relevant financial threshold. **The rules expressly prohibit deliberately splitting Contracts to bring them below the thresholds** (see 1.7.1 below).

*1.4.1 The Bribery Act 2010*

The Bribery Act 2010 modernises the law on bribery and came into force on 1 July 2011. The Act requires the University to ensure that its bribery prevention policies/procedures are embedded/understood throughout the organisation and more widely; and to have procedures in place to prevent bribery by persons associated with it. As part of this responsibility all University personnel and commercial organisations providing goods and services to the University should make themselves aware of the obligations set out by the Ministry of Justice.

Importantly, an organisation may be liable for failing to prevent a person from bribing on its behalf if that person performs services for the organisation as part of its business. However; it is very unlikely therefore that the University will be liable for the actions of someone who simply supplies goods. There is a full defence if it can be shown that adequate procedures are in place to prevent bribery so awareness is key. There is no requirement to put bribery prevention procedures in place if there is no risk of bribery on your behalf.

MPj04386620000[1] For further information:

<http://www.justice.gov.uk/guidance/making-and-reviewing-the-law/bribery.htm>

1.5 Procurement Strategy 2007-2010

Procurement has overall responsibility to facilitate the delivery of savings and efficiencies through good procurement practice across the University; whilst mitigating operational commercial and compliance risk. This Strategy is aligned to the University Corporate Plan 2006-10 and is consistent with the Funding University’s goal of driving efficiencies in the Higher Education Sector.

Working together to progress the University’s strategic goals through the development and promotion of efficient and effective procurement policies and processes throughout the University with due consideration for environmental and sustainability issues is a fundamental objective The aim is to  facilitate the delivery of best value and cost effectiveness in support of Schools and Services aims and objectives.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/strategy.shtml>

1.6 Responsibilities of Schools/Services and Procurement Services

A flowchart outlines the responsibilities of Schools/Services and Procurement Services which can be found at:

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/downloads/flowcharts/responsibilities.pdf>

1.7 Deciding How to Proceed

Once a potential procurement has been identified it is important to decide the most appropriate, feasible route for meeting the requirement(s).

An important element of this stage is checking if a framework agreement (with corresponding existing suppliers) is in place for provision of the requirement. Frameworks are most suitable for low value items and it is likely that a framework will be in place.

If a framework is in place it will be mandatory to use the framework. If no framework exists Section Three provides more information on how to proceed.

MPj04386620000[1] For further information (which suppliers to use):

<http://admin.exeter.ac.uk/corporate/procurement/exeteronly/suppliers/suppliers.shtml>

For more complex and higher value procurements/projects it is crucial to consider more detailed options appraisal outlined in the next section. **The correct application of EU Procurement Directives is imperative – more information can be found in** [**Section Five**](#Section5)

*1.7.1 Do Aggregation Rules apply?*

Under EU Procurement Directives aggregation rules, although the value of an individual Contract may not exceed the EU procurement thresholds, if the University has a number of similar Contracts the value of these may have to be added together i.e. “aggregated”. If the total then exceeds the threshold then the University may be required to carry out an EU procurement.

In determining whether the threshold is likely to be reached, the procurer must aggregate the estimated value of all anticipated separate Contracts for goods or services of the same type which meet the requirement.

MPj04386620000[1] Please refer to 5.1.6 later in this manual

1.8 Confidentiality at All Times

All information provided by suppliers should be treated as confidential. Information on prices Tendered or innovative proposals could provide a commercial advantage for competitors and must never be used for personal gain. Leaks of such information could undermine the University’s position when Tendering and/or could be politically sensitive. For this reason officers must ensure that they keep all commercial information including Tenders and Quotations securely locked away to minimise the opportunity of unauthorised access.

**Section Two:**

**Defining What You Want**



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***Aims:***

To establish the pre-planning stages/ processes to enable a robust and thorough procurement:

***What this section covers:***

* Steps Prior to Purchasing
* Putting together a Business Case
* Options Appraisal
* Drawing up a Specification
* Stakeholders
* Setting Award Criteria
* Considerations – Environmental, Health & Safety, Race Equality
* Risk Management
* Value For Money
* Managing the Contract
* Small Businesses and Small & Medium (local Suppliers)
* Whole Life Costing

***Top Tips***

**

* Plan carefully before embarking on a procurement
* Include others involved in the procurement – they may help.
* Challenge the requirement – put simply, is it needed?
* Assess the possible options for the delivery of your requirement – are you doing what has always been done rather than being innovative?
* Develop robust evaluation criteria in advance
* Ensure criteria includes value for money
* Ensure value money over the life of the procurement/project
* Make you specification clear and concise to encourage/assist suppliers
* Consider other factors that may affect your project e.g. environmental, H&S
* Make risk assessment an integral part of your procurement/project
* Set and agree meaning KPIs that can aid Contract management in the future – what do you want to measure once the procurement is completed?
* Ensure that your management of the project/procurement is documented
* Keep the specification as straightforward and simple as possible.

**Section Two: Defining What You Want**

2.1 Steps Prior to Purchasing

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The detail required to address these steps will vary; depending on the nature, complexity and value of the purchase. In most cases purchases will be through an agreed simpler route. However; many factors must be taken into consideration before purchasing or Contracting any goods, services or works – especially in more complex procurements. It is the purchaser’s responsibility to ensure that you have identified and considered all of the relevant issues.

[**Appendix 4**](#App4) provides the steps, but note that this is not a comprehensive list. Some or all of the steps may need to be followed and there may be other issues that are not. It may be useful to adopt at least some steps into each purchase.

2.2 The Project Delivery Plan

Project management is the management and delivery of projects to satisfy the expectations of stakeholders, whilst meeting requirements with regard to time, cost and quality. A project is usually defined as a set of related activities which, when completed, deliver specific products, services or benefits. It is different from day to day service delivery in that it is discrete, having a defined start and end point).

The University has adopted the PRINCE II project management methodology and this chapter is intended to supplement the processes defined within that system and outline the principles of project management techniques which can be deployed to affect greater control in achieving success within the project.

2.3 Putting together a Business Case

The Business Case is a working document used to manage a project. It is owned by the Project Lead but should be developed with key stakeholders. It is used to obtain management commitment and approval for investment in a project or procurement and it provides a structure for decision-making in the planning and management of that procurement. The business case should link the outcomes of the project to the University’s overall objectives.

**Five key components of the Full Business Case**

|  |  |  |
| --- | --- | --- |
| **Perspective** | **What needs to be included** | **Who provides specialist input** |
| Strategic fit | Business need and contribution to the service plan / strategy | Senior managers, policy makers, business analysts, technical experts |
| Options appraisal | Value for money, options, costs, benefits, risks, dependencies, testing new markets | Finance, service managers, procurement / specialist advisers |
| Achievability | Internal capability, skills and resource; assessment of departmental/supplier capability and understanding of the project; implementation plan | HR, project manager, project team, procurement / specialist advisers |
| Commercial aspects | Marketability, commercially sound approach to the potential deal, robust procurement strategy | Service managers, Procurement / specialist advisers, HR |
| Affordability | Availability of funding | Finance, service managers, Project Sponsor |

The Business Case will be maintained throughout the project and is referred to at key decision points to ensure that the project continues to reflect the strategic needs of the University and that the key objectives and benefits have been realised.

For major procurements, an outline business case can be produced and following the feasibility stage and options appraisal, the full business case will be developed.

2.4 Options Appraisal

Options Appraisal is a detailed assessment of the options for delivering a project or Contract to determine the most suitable approach. Once the potential business need has been identified and the outline business case has been agreed / endorsed, an Options Appraisal can identify the most appropriate, feasible route for meeting that requirement.

Example options for Meeting a Business Need that may apply:

|  |  |
| --- | --- |
| **Option** | **Description** |
| 1 | Cessation of the service – in whole or in part |
| 2 | Public / private partnership, through a strategic Contract or Joint Venture Company |
| 3 | Transfer or externalisation to another provider |
| 4 | Market testing all or part of the service |
| 5 | Restructuring or repositioning of the in-house service |
| 6 | Joint commissioning or delivery of the service |
| 6a | Join with another public or voluntary sector provider – deliver jointly |
| 6b | Join with another public or voluntary provider - commission work from a third party |
| 7 | Set up a new function / unit internally to deliver specific service |
| 8 | Call off Contracts / term Contracts / framework agreements |
| 9 | Transfer some or all responsibilities to a ‘not-for-profit’ organisation |

There will be a number of possible options for the delivery of any requirement. These will vary with the type, size and complexity of the requirement and the criteria might include the option to:

* provide the required benefits
* reduce demands on in-house resources e.g. procurement, management
* meet requirements within a particular timescale
* reduce costs
* provide innovation
* generate income
* provide access to external investment
* improve performance in a particular area
* impact negatively/positively on other areas of the University’s work

*2.4.1 Evaluating the Options*

Examples of the types of assessment criteria that might be used to identify the most appropriate approach will include:

* Certainty of whole-life costs
* Ability to provide the project within critical time restraints
* Level of disruption to project flow
* Opportunity for disputes and associated costs of having more than one supplier
* Attractiveness of the approach to the market
* The ability of the market and the University to support the size/complexity of project
* Degree of control the client requires during delivery

2.5 Supplier Appraisal

Supplier appraisal is the evaluation and monitoring of supplier capability to ensure successful delivery of commercial outcomes. It is an essential part of strategic sourcing, supplier management and securing competitive advantage. It is best considered in two phases, pre-Contract and post-Contract – often referred to as Contract management (see Section 8)

The main reason for using supplier appraisal is to avoid appointing a supplier only to discover at a later date issues that mean the supplier does not perform well enough or could cause major problems. This is especially true where such issues could have been identified before appointment. Conducting checks – or due diligence – on your potential supplier does not guarantee there won’t be any future problems, but it will help reduce the chance of them arising.

Unknown suppliers pose a significantly higher risk. Although they may turn out to be much better than first thought, they could also be a lot worse. Choosing the wrong supplier can lead to:

* Excessive or unexpected price increases;
* Delays in provision;
* An inability to provide the right standard of services;
* Having little influence with the supplier because they have more important customers that they prioritise;
* A supplier being too large or too small for the services you need, which can mean it is out of sync with your organisational culture;
* Problems as a result of communication or cultural differences if the supplier is based in, or provides goods and/or services from, territories far from where you are based

*2.5.1 When to appraise*

Not all suppliers will need to go through a full appraisal process, particularly where the goods and services provided are ad hoc, short term, low value, can be cancelled quickly and cheaply or are easily replaceable. Such an appraisal process is usually used if any, or a combination of, the following Contract conditions exist:

* High value;
* Highly complex;
* Long term;
* Business critical;
* Likely to affect reputation;
* International in nature;
* It would be difficult to change suppliers;
* The market has a limited number of suppliers

MPj04386620000[1] For further information see Good Practice Guide 3: Supplier Appraisal:

<http://admin.exeter.ac.uk/corporate/procurement/manual/guidance.shtml>

2.6 Drawing up a Specification

The Specification is a core part of the documentation as it defines what the procurer wishes to buy and what is expected from the supplier. It provides project specific information to supplement standard Conditions of Contract and it is important that it is accurate, complete and unambiguous.

The specification must provide equal opportunity for all potential suppliers to offer a product or service which meets the University’s requirements. Often end-users may wish to favour one supplier or solution but such an approach is likely to reduce the University’s ability to achieve value for money and is likely to be illegal. Likewise allowing the market to dictate a solution before the need has been defined, raises the risk of discriminating against a supplier.

Most procurement requirements are simple and straightforward and do not require complex specifications so as a rule, keep the specification as straightforward and simple as possible.

The specification and supporting documents must be prepared with care as they will form part of the Contract and will provide the basis of the relationship with the supplier.

Development of the specification will be an ongoing process involving key stakeholders and market information. Specifications must clearly state the outputs the University requires from the project but invite suppliers to use their own experience to propose the best inputs to deliver that requirement. The specification should address issues up to exit from the Contract.

When preparing the specification, attention should be given to how the Contract will be managed and monitored once awarded. Standard terms and conditions should be agreed and included in the invitation documentation.

MPj04386620000[1] For further information:

<http://admin.exeter.ac.uk/corporate/procurement/downloads/guidance/3-ogc-eu-guidance.pdf>

The type of information to set out in a specification will include:

* Background – why the project is required, the structure of the University, the users
* Scope of the requirement - including exemptions
* Relevant European or British Standards
* Interdependencies with other projects/systems/facilities already in place or under consideration in the University
* Future plans/flexibilities which may affect how the Contract is delivered
* The criteria for acceptance - e.g. testing, piloting, documentation
* Constraints e.g. access times, environmental, space for installation
* Detailed requirements expressed, as far as possible, in output terms
* Timescales - including any milestones such as draft report
* Security and fraud issues not covered in the Conditions of Contract
* Health and safety issues
* Performance measures
* Management process – frequency of meetings, who will meet, reports required, dealing with requests for change/variations
* Dispute resolution
* Incentives to promote ongoing performance improvement e.g. milestone payments, sharing of savings
* Environmental issues

2.7 Stakeholders

Stakeholders relevant to the project in hand must be involved in the development of the specification and must agree to the contents of the final version. Variations to a specification following award of Contract may be expensive and may adversely affect the timescales of the project. Key stakeholders could include:

* End-users
* Residents representatives
* Project and Contract manager
* Budget holder
* Technical consultants

A stakeholder will vary from project to project but is likely to comprise similar people. Working closely with experienced professionals will help achieve objectives.

2.8 Setting Award Criteria

Value for Money (see next section) is more than just a price-based judgment. It is important, therefore, that in the evaluation of offers a raft of criteria is used to assist in the comparative quantification of bids. The individual issues, and weighting of each, will vary according to the nature of the purchase but will frequently include a variety of maintenance and servicing, guarantee periods and disposal costs as well as the initial capital outlay and payment scheduling.

2.8 Value For Money

Although low value Contracts might not be subject to full business case, advertising or Tendering processes, the requirement to obtain the best value for money for the University still applies and may be subject to audit inspection. All procurements must be carried out with regard to achieving best value for money within ethical boundaries.

The ability to obtain value for money will frequently be enhanced by sound planning and pre-Tender discussions with the market to ensure that potential suppliers are fully aware of the requirement and that the specification reflects what is available in the most cost-effective manner.

Post-Tender negotiations may also be appropriate. However; care must be taken to ensure that all companies are treated equitably and that the competitive process is not distorted. (see also Section 7.2.2 below)

*2.8.1 Challenging the Requirement*

All procurements regardless of value must represent value for money for the University. Staff involved in procurement should ask the following questions:

* Is the purchase necessary?
* Will a similar purchase be required in the future? Procurers should aim to minimise the resources used to purchase items and to achieve bulk discounts where possible. The purchases should be combined if this offers the University improved value for money.
* Will a future similar purchase be required if so, the rules for procurements regarding aggregation should be followed unless there is a clear value for money reason for not aggregating the requirement. (see Section 1.7.1)
* Is the purchase receiving the correct level of priority? Procurers should consider if other purchases are more urgent and if a restricted budget would be better spent elsewhere.
* Is this the right time to make the purchase?

2.9 Considering Environmental Issues

It may be that your purchase will have specific outputs relating to a range of issues.

The University spends over £55 million on non-pay items each year.  Consequently there is a tremendous opportunity to reduce our impact on the environment through the products we select and to influence our customers and suppliers to improve their sustainability.

The Sustainable Procurement Policy applies to all University members of staff involved in the procurement of goods and services and it particularly serves as a reminder to consider sustainability as a factor in all procurement decisions.

Procurement Services will strive for good value in all its acquisitions, which includes life-cycle costing, of which sustainability is a part. Procurement Services will apply these guidelines where practicable:

University members of staff should support sustainable procurement by:

* Questioning the need for new items. (Do we really need it? Could we use fewer? Can it be borrowed, shared, rented or the need satisfied in another way?);
* Drafting specifications that allow recycled, used or innovative items to be acquired, or checking existing specifications are functional and not over-specified;
* Operating and disposing of products in an environmentally responsible way, including finding alternative applications or owners;
* Applying life-cycle costing in all procurement decisions;
* Seeking advice from Procurement Services, the Sustainability Adviser (B&E) or the Enterprise Systems Officer (Academic Services Infrastructure Group).

MPj04386620000[1] For further information

<http://admin.exeter.ac.uk/corporate/procurement/downloads/policies/Sustainable_Procurement_Policy_v3.pdf>

* Sustainability in the Office Policy <http://admin.exeter.ac.uk/corporate/procurement/exeteronly/procurement-only.shtml>

2.10 Risk Management

Managing the University’s performance is essential to the success of the University. In addition, the effective management of risk is a key component of good governance, and the University is required to demonstrate to HEFCE (the Higher Education Funding Council for England) that we have in place effective procedures for managing risk at all levels.

Assessing potential risk is not easy but being able to understand what could go wrong on a project might be the difference between survival and failure. Managers need to find a balance between quick wins, such as reducing costs and generating cash, and long-term aspiration for growth. A risk management strategy is, therefore, essential to any project.

It is good practice to only accept a risk if you are in full control of it and can influence any corrective actions. By simply pricing in a sum of money to cover the risk you may protect the bottom line, but this will not stop adverse publicity and potential reputational damage. If senior management wants to own a risk, it is essential that this is based on an informed decision where all the implications of doing so have been clearly articulated by the Contract manager and other key members of the team.

* Detailed guidance on the university’s approach to risk management is set out at

<http://admin.exeter.ac.uk/academic/planning/risk/risk.shtml>

* See also Procurement Manual Supporting Information 1 “Risk Management and Handlin[Go back to the University of Exeter home page](http://www.exeter.ac.uk/)g Changes”

Heads Colleges and Senior Management must ensure that risks in their operating environments are identified, assessed and monitored.

* For further guidance on management and roles go to:

<http://admin.exeter.ac.uk/finance/handbook/I205.htm>

2.11 Managing the Contract – Setting KPIs in advance

Key Performance indicators (KPIs) are financial and non-financial measures to help evaluate the progress of a project toward its goals. Usually the KPIs are identified and validated by stakeholders at the beginning of the procurement - during the planning stage. Put simply, KPIs are quantifiable measurements, agreed to beforehand, that reflect the critical success factors (of the school, department, project).

At an early stage consideration must be given to adopting the procurement approach that offers the Best Value for money for the University. Consideration should be given to how Best Value can be measured once the Contract is in place.

Effective performance monitoring is part of the Contract management process and needs to be included in the Contract specification (see 8.1)

*2.11.1 Building Supplier relationships*

It is good practice to ensure these relationships are intrinsic to the Contractual agreement. By doing so, each party is clear on their responsibilities and will strive to ensure that the emphasis on managing the relationship effectively does not fade over time and will ensure ongoing target reaching and reviewing... A simple governance model should cover areas including:

* Key responsibilities in the relationship;
* Who is responsible for sponsoring the relationship on behalf of each party;
* Who is responsible for monitoring operational performance;
* Who will manage the commercial aspects;
* How these responsibilities are delegated – for example, in a national agreement, there may be representatives at regional and national levels and their remit must be clearly defined;
* Frequency of meetings (e.g., annual, quarterly, monthly), including attendees and agenda items for each;
* Escalation plan, which includes named individuals and details a timescale for such escalation.

Adhering to some basic principles can ensure that respect is maintained on both sides – to the benefit of the Contract.

**Don’t cancel** or change meeting dates if you can help it.

**Where appropriate, allow suppliers access** to your planning sessions so they can offer their input. Often they will have innovative suggestions and will appreciate being given the opportunity to get a preview of upcoming work.

**Allow suppliers to give feedback** on the stakeholders working with them. Often stakeholders unknowingly make requests that generate inefficient activity on the supplier side. Small tweaks to stakeholder behaviours may eliminate this.

**Make the account as positive** and productive to work on as you can; being an attractive client means the supplier is more likely  to ensure they give you access to their most talented resource.

**Ensure suppliers are paid** on time. Few things upset suppliers more than having to chase payment.

2.12 Small Businesses and Small & Medium (local Suppliers)

In order to deliver the National Procurement Strategy locally it is important to adopt a small and medium sized enterprise (SME) friendly procurement approach and to encourage a mixed range of suppliers in order to help develop and stimulate a varied and competitive marketplace.

The University recognises the important contribution that small businesses can make to the delivery of public services and the vital role these businesses play in the national and local economy. We are committed to making the most of the benefits offered by the by ensuring tender processes are inclusive.

In developing a Business Plan (see section 2.3 above) tenderers and specification writers should have due regard to encouraging a diverse and competitive supply market, including small firms, social enterprises, ethnic minority businesses and voluntary and community sector suppliers.

2.13 Whole Life Costing

Procurers have a responsibility to achieve the best value for money possible for the University. Value for money is defined as the “optimum combination of whole-life costs and quality which meet the University’s requirements”. It is identified through an evaluation of the total cost of a proposed asset or service and how well it meets the University’s defined requirements. It is very important therefore for all procurers to be aware of the principles of whole life costing and to apply these.

The purpose of Whole Life Costing is to identify the total cost of procurement. The concept is generally associated with the acquisition of long-term assets which have an on-going maintenance requirement. However, the concept is useful to help identify the most cost-effective option on smaller projects, including service Contracts.

If only the initial purchase price is taken into consideration there is a risk that the procurement will cost the University more than has been budgeted for, and future budget pressures may arise. Furthermore, it may flaw the procurement exercise when an option that is not as cost effective as another is selected. On larger procurement projects the implications could be serious and costly to the University.

Indicative whole life costs for the project must be identified at the business case stage. This should be further developed as part of the options appraisal stage.

Whole Life Costs include every cost and commitment associated with the procurement and delivery of the service or product. For example, the University is proposing to purchase a photocopier; there are two types that meet the full specification that has been prepared. The expected life of the copier is 5 years. In identifying the costs, consideration has been given to the follow headings

**Key Whole Life Costs – Procurement example of a photocopier**

|  |  |
| --- | --- |
| Acquisition Costs | Initial costs, transportation, installation, spares, supervision, training and associated overheads |
| Operational Costs | supervision, operator wages, other on-costs, energy, materials, insurance |
| Maintenance Cost | maintenance agreements, spares / storage, maintenance materials and associated overheads. |
| Disposal Cost | Cost of depreciation (including allowance for inflation), estimated disposal value (this could be negative or positive). |

For service Contracts, the main hidden costs will be overheads and management costs (including Contract management and monitoring). These are frequently overlooked when ‘costing’ a Contract.

Capital schemes will require much more detailed whole life costing exercises as specialist support will likely be required, e.g. for a building this would include costs such as the initial capital cost, fit-out, maintenance, rental income and demolition/sale

**NB:** The cost of conducting the procurement exercise is also an important consideration and includes:

* The time and effort involved in managing the Contracting process, from both the buyer’s viewpoint and that of the supplier. In this latter respect, if the demands on suppliers are too great when measured against the likely Contract value, or the scale of competition offers only a small chance of success, it is likely that many suppliers will decline to Tender. Alternatively, they will load their prices to recoup their costs, including those associated with previously unsuccessful bids;
* The transactional elements of the process, particularly those linked with requisitioning, ordering and bill payment.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/downloads/Tender/f-life-costing.xls>

WLC is part of our sustainable procurement policy:

<http://admin.exeter.ac.uk/corporate/procurement/downloads/documents/3.2-Sustainable_Procurement_Policy_2010-05-05.pdf>

…and there's the formal advice on the procurement website:

<http://admin.exeter.ac.uk/corporate/procurement/manual/documents/2.8-Guidance_Sustainable_Procurement_WLC_v1_RP.docx>

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**Section Three:**

**Guidance on Procurement**

MCBD06987_0000[1]

***Aims:***

To provide advice on purchasing goods/supplies/works and ensure adherence to EU rules:

***What this section covers:***

* Procurement Processes/Flowcharts
* Current Applicable Thresholds
* In-Tend: Web Enabled Tendering
* Finding the right EU procurement route
* Use of Consultants

***Top Tips***

**

* Follow the procurement advice available – seeking out clarification will assist your planning
* Seek help from Procurement Services if in doubt
* Use electronic Tendering – it will help you manage the process speedily and consistently
* Establishing the value of your the procurement to help apply appropriate procurement route
* Confirm category up front – establish if you are purchasing works, goods and supplies
* Use key templates to draft documents

**Section Three: Guidance on Procurement**

3.1 Procurement Processes/Flowcharts

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There are a number of flow charts that set out the key stages in the procurement process for each level of spend from under £5,000 (excl. VAT) to the EU threshold (excl. VAT) and above.  As the level of spend increases, the procurement process becomes more detailed.  Note that you must keep records of your procurement activity as an audit trail.  These procedures are also applicable to the acquisition of research equipment.

MPj04386620000[1] For further information:

<http://admin.exeter.ac.uk/corporate/procurement/manual/process.shtml>

*3.1.1 Key Tender Documents*

Various documents have been set up by Procurement Services to be used to invite competitive Tenders from prospective suppliers for goods and services and are applicable to the acquisition of research equipment and associated services.

***Note*** that goods and services acquired through Contracts or framework agreements established by other bodies (i.e. SUPC, OGC etc) will be governed by the terms and conditions applicable to the specific agreement.  Staff inviting firms to submit mini-Tenders under framework agreements are bound by rules under the EU Procurement Directives so please ask for advice from Procurement Services.

MPj04386620000[1] For further information: [http://admin.exeter.ac.uk/corporate/procurement/downloads/Tender.shtml](http://admin.exeter.ac.uk/corporate/procurement/downloads/tender.shtml)

3.2 Current Applicable Thresholds

The University sets out how a value of a potential Contract dictates the procurement procedure as follows:

[Spot Purchase](http://admin.exeter.ac.uk/corporate/procurement/manual/process-spot.shtml)  **(under £5k)**This link provides guidance on the process for purchasing goods or services with an estimated total spend below 5k (excluding VAT)

[Quotation](http://admin.exeter.ac.uk/corporate/procurement/manual/process-quote.shtml)  **(£5 to 25k)**   
This link provides guidance for purchasing goods or services with an estimated total spend between £5k and £25k (excluding VAT)

[Tender](http://admin.exeter.ac.uk/corporate/procurement/manual/process-tender.shtml) **(£25 to EU Limit**)   
This link provides guidance on the process for purchasing goods or services with an estimated total spend between 25k and 139k (excluding VAT)

[EU Tender](http://admin.exeter.ac.uk/corporate/procurement/manual/process-tender-eu.shtml) **(above EU Limit)**

This link provides guidance relates to Goods and Services worth an estimated 139k (excluding VAT) or more must, by law, be acquired by competition through an EU Tendering procedure.  There is no permitted derogation from the ‘Restricted’ procedure to award Contracts for construction and specialist consultancy services including project management, architects and market research etc.  Ask Procurement Services for advice about procurement strategy, its implementation, and using alternative EU Tender procedures.

3.3 In-Tend: Web Enabled Tendering

In-Tend is a web-based eSourcing Management System that will allow selected University departments to manage Tenders and quotes as well as e-auctions and Contracts. The system consists of 3 distinct modules:

* eTendering;
* Contract Management; &
* Active Bidding (eAuction).

The major benefits include transparency of the Tender process and electronic storage of Contract documents. **If anyone is interested in taking advantage of In-Tend please contact the procurement team.**

MPj04386620000[1] For further information:

<http://admin.exeter.ac.uk/corporate/procurement//downloads/In-Tend.shtml>

MPj04386620000[1] For access/view to In-Tend: <https://in-tendhost.co.uk/universityofexeter/>

3.4 Finding the right EU procurement route

There are seven award procedures provided for in the Regulations:

* Open Procedure
* Restricted Procedure,
* Competitive Dialogue Procedure,
* Negotiated Procedure
* Dynamic Purchasing
* Framework Agreement
* Electronic Auctions

Public authorities have a free choice between the open and restricted procedures. The competitive dialogue procedure is available where the Contract cannot be awarded under open or restricted procedures*. If in doubt contact the Procurement Team for advice and support.* (see 5.2 below)

MPj04386620000[1] For further information – go to Regulations and Legal Guidelines for Procurement:

<http://admin.exeter.ac.uk/corporate/procurement/manual/regulations.shtml>

3.5 Select Lists of Approved Contractors

The EU Directives allow for the establishment of official or “select” lists of contractors, suppliers or service providers provided that the value is below EU Thresholds (see Section 5 above) and comply with the fundamental principles of equal treatment, fairness, openness, transparency, proportionality and non-discrimination.

This usually means advertising widely and evaluating suitability thoroughly. The form may consist of a list of questions that attempt to collect sufficient information to enable a fair assessment to be made of the applicant firm’s background, suitability and capability. If you are thinking about this route please contact the Procurement Team.

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**Section Four:**

**Placing Orders**

MCj02790480000[1]

***Aims:***

To provide practical advice on purchasing goods/supplies/works and offer options for purchasing:

***What this section covers:***

* Financial Regulations
* Before Placing an Order – New Suppliers
* Parabilis - Internet Purchasing
* Purchasing Cards

***Top Tips***

**

* Ensure the procurement Services are advised of any new supplier well in advance of purchase – so advice/help can be given
* Use the planning process to ensure you choose suppliers carefully to meet requirements
* Use electronic purchasing methods wherever possible – this will assist the process
* Check out if there is an existing supplier/ Contract before using a new one
* Make sure that you understand the Financial Regulations - Finance Handbook: <http://admin.exeter.ac.uk/finance/handbook/C34C3505.shtml>

**Section Four: Placing Orders**

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4.1 Financial Regulations

These rules set out the Financial Regulations of the University of Exeter. It translates into practical guidance the University’s broad policies relating to financial control. Council approved this document on the 8th April 2009. It applies to the University and all its subsidiary undertakings.

The purpose of these Financial Regulations is to provide control over the totality of the University’s resources and provide management with assurances that the resources are being properly applied for the achievement of the University’s strategic plan and business objectives including:

* financial viability
* achieving value for money
* fulfilling its responsibility for the provision of effective financial controls over the use of public funds
* ensuring that the University complies with all relevant legislation
* safeguarding the assets of the University

It is the responsibility of heads of Colleges and other budget holders to ensure that their staff is made aware of the existence and content of the University’s Financial Regulations.

University personnel should make themselves familiar with the Financial Regulations as there will be correlation guidance and actions relating to procurement.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/finance/publications/rfr/index.shtml>

MPj04386620000[1] Expenditure section (including Procurement):

<http://admin.exeter.ac.uk/finance/publications/rfr/rfr_e.shtml>

4.2 Before Placing an Order – New Suppliers

Purchase orders (or an order made with a purchasing card) must be used to order goods and services. This is required by Financial Regulations to protect the University from supplier error, fraud and budget overspending, and also to protect the University with its conditions of Contract.

If you want to buy 'everyday' goods or services:

1. Use a University Contracted supplier, if available; otherwise use a current (General Ledger) supplier;
2. Otherwise purchase from another supplier (try [local suppliers](http://www.exeterbuysellprosper.co.uk)) using a [purchasing card;](http://admin.exeter.ac.uk/corporate/procurement/exeteronly/cards.shtml)
3. … if none of these options are available, request a (new, reinstated or temporary) supplier using a [New Supplier Application Form](http://admin.exeter.ac.uk/corporate/procurement/downloads/new-supplier.shtml) **Excel document**. Once again, consider [local suppliers](http://www.exeterbuysellprosper.co.uk).

**NB**: If a supplier is an individual requesting payment/fee for work done it must be established if that person is self-employed.  If self-employment status is confirmed the University will need written proof for HM Customs and Excise purposes and a [self-employment form](http://admin.exeter.ac.uk/corporate/procurement/downloads/forms/Self%20Employment%20form.doc) must be completed.  Invoices and requests for payment for those who are not self-employed must to be sent to payroll where tax will be deducted at source.  The Payroll Office can be contacted with any queries relating to self-employment.

MPj04386620000[1] Placing orders and entering into Contracts: <http://admin.exeter.ac.uk/finance/handbook/C24.htm>

* 1. Parabilis - Internet Purchasing

The Parabilis e-procurement system is a combination of new Aptos modules and access to an electronic marketplace. The system provides an addition to, not a replacement for, the standard Aptos PO Management module although, in time will replace most of the core Aptos functions.

Using the new Aptos Web Requisitions module as a gateway, requesters enter the marketplace and create requisitions in one of three ways:

* Select a Supplier and then create a **free text** order;
* Either by selecting a Supplier or a commodity, create a shopping basket from a **catalogue** hosted on the marketplace;
* **“Punch out”** to the Supplier’s e-commerce website and create a shopping basket.

In each case, once the line details have been completed, the transaction is carried back to Aptos to add the final details – account codes, delivery locations etc.  After the requester has approved the requisition, the new Aptos Workflow module takes the POs through the approval process.  Approved POs are transmitted automatically to the suppliers.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/exeteronly/parabillis.shtml>

MPj04386620000[1] Parabilis FAQs visit:

<http://admin.exeter.ac.uk/corporate/procurement/exeteronly/parabilis-faq.doc>

* + 1. *Benefits of using* eSystems *(like In-Tend and Parabilis)*

The implementation of e-enabled systems has major benefits which include:

* free up considerable time so that each department can spend more time managing other work and projects.
* assist in controlling processes which is currently carried out using various systems
* transparency of the Tender/ordering process
* electronic storage of documents and associated filing.
* better Contract management opportunities
* greater visibility of Contracts (including renewal dates)
* ability to assess supplier performance regularly
* reduction in ordering and payment costs, bringing about transactional savings and a paperless process
* data recording and analysis
* spend and supplier analysis

There are a number of benefits of other arising out of establishing an eTendering portal including.

* Smaller businesses (SMEs) will benefit from what will be a user friendly system and will be encouraged to use the system through the web, thus reducing their own costs. In keeping with the Glover Report.
* greater control over the use of collaborative or corporate spending, Contract arrangements, eliminating rogue and maverick spending.
* improved management information on spend and suppliers will be available to assist the University in planning future procurement activity, allocation of resources and in sourcing.
* subsequent reductions in the costs of goods and services will arise, contributing to the Annual Efficiency Statement Targets.
* improved IT literacy for staff involved in electronic processing bringing    about improved efficiency.
* evidence of being well managed - the University can benefit from any kudos associated with this progressive approach.

There have been a number of different definitions of potential savings arising out of eProcurement. A commonly accepted cost comparison used by The Office of Government and Council (OGC) in their Value for Money (VFM) Improvement Programme accepts that the creation of eSystems will contribute to potential cost savings.

4.4 Purchasing Cards

The NatWest Purchasing Card is a corporate credit card that assists the University to better manage business expenses.  The card is 'VISA' badged and can be used in outlets worldwide, including approximately 460,000 outlets in the UK. The card can be used to pay for goods and services of low value, conference and seminar fees, accommodation charges, vehicle hire and other travel expenses and for goods bought from approved University suppliers.  Staff using these cards cannot obtain cash.

Each month, Finance Services issues a statement to each cardholder detailing the charges made to their card during the previous month.  The cardholder must then provide the details (on a form) and associated VAT receipts to the Purchasing Card Co-ordinator.  The funds from the appropriate devolved University budget are then drawn down.  Each cardholder and his/her Line Manager should treat these statements as they would a supplier’s ‘invoice’.  The University settles the debt through a monthly payment by direct debit.

MPj04386620000[1] Placing orders and entering into Contracts (Finance Handbook): <http://admin.exeter.ac.uk/finance/handbook/C34C3505.shtml>

MPj04386620000[1] Purchasing Card Policy <http://admin.exeter.ac.uk/corporate/procurement/exeteronly/cards/purchasing-card.doc>

**Section Five:**

**Regulations and Legal Guidelines for Procurement**

MCj04099150000[1]

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MMj03957540000[1]

***Aims:***

To provide guidance on the regulations that govern procurement:

***What this section covers:***

* Introduction to EU Directives
* Tender Processes (EU Tenders)
* Mandatory Standstill Period
* Freedom of Information
* Procurement of Electrical Equipment Duty of Care

***Top Tips***

**

* Seek help when EU Directives apply to your procurements/purchases /projects
* Use the templates and procurement advice to choose the correct procurement route
* De-briefing of suppliers in a timely way is crucial and mandatory - so make sure you are prepared
* Keep all documentation relating to the procurement process for any future audit – you may be challenged later
* Do not discriminate on nationalistic grounds, whatever the value of the purchase – remember the EU fundamentals of non-discrimination
* Check carefully if your procurement/project includes supplies and services, the regulations relating to the largest element by value should be applied
* It is important to ensure that confidentiality is maintained at all times
* Ensure that the estimated value of all the Contracts are aggregated in deciding whether any threshold is reached
* All Contracts, which are covered by the European Directives, must be advertised
* Both above and below the threshold, awarding of a Contract must consider the fundamental principles of the EU regulations
* Ensure compliance with EU legislation that requires the University to allow a minimum standstill period between informing all bidders of the outcome of their Tender evaluation and the signing of the Contract by the University
* Maintain all documents relating to your purchase

**Section Five: Regulations and Legal Guidelines for Procurement**

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5.1Introduction to EU Directives

The current EU Procurement Directives have been implemented in UK law through Regulations set out in Statutory Instruments. Previously, there were three separate regulations in the UK which applied depending upon whether goods, works or services were being procured. These three sets of rules were brought together in one piece of consolidated legislation which came into force on 31 January 2006:

* In England, Wales and Northern Ireland: the **Public Contracts Regulations 2006**

The full text of these Statutory Instruments is available from Her Majesty’s Stationery Office at [www.hmso.gov.uk](http://www.hmso.gov.uk). Procurement staff should consult the original text of the Regulations for detailed information. The Office of Government Commerce website is at [www.ogc.gov.uk](http://www.ogc.gov.uk)

* Details of the EU Regulations can be found on the Procurement website:

[http://admin.exeter.ac.uk/corporate/procurement/manual/process-Tender-eu.shtml](http://admin.exeter.ac.uk/corporate/procurement/manual/process-tender-eu.shtml)

*5.1.1 Part A and Part B Services (Public Services Contracts Regulations)*

The Public Services Contracts Regulations identify two categories of services:

* Part A services require the regulations to be applied in full; and
* Part B services to which only the requirements on specifications and post-award information need be applied.

**NB:** it is essential that you seek advice from the Procurement Team when assessing whether Part A or Part B applies.

5.1.2 Discrimination

There is an international obligation imposed by the European Union. At the general level, the Treaty of Rome requires that no buyer should discriminate on nationalistic grounds, **whatever the value of the purchase**.

For higher value demands, EU Directives demand that Contracting authorities should provide equality of opportunity to all potential suppliers within the Union. In particular, prescribed actions are required to be carried out, including the advertisement of intended purchases in the Official Journal of the European Union (OJEU). **Failure to comply can lead to legal challenge** by a disadvantaged supplier, with the courts able to impose remedies available, including revocation of any non-compliant Contract and the payment of damages by the Contracting authority to an aggrieved supplier.

* Details of the EC Directives can be found on the intranet: <http://admin.exeter.ac.uk/corporate/procurement/downloads/guidance/3-ogc-eu-guidance.pdf>

**NB:** However; both above and below the threshold, awarding of a Contract must consider the fundamental principles of the EU regulations to ensure:

* Equal treatment
* Non-discrimination
* Proportionality
* Transparency

This is to prevent challenge and protect the university (and officers) against challenge

5.1.3 Which Regulations Apply?

The European Procurement Directives applies to any activity for which a Contract may be let. Only one set of regulations can apply to any one Contract. Each Contract can be categorised by one of three descriptors:

* **Service**
* **Supply**
* **Works**

|  |  |
| --- | --- |
| **Public Services Contracts Regulations** | Contracts where a purchasing authority engages a Contractor to provide services. Services are divided into Part A and Part B categories. Part A services require the Regulations to be applied in full. Only areas of the Regulations with regard to the writing of specifications and post-award advertising need be applied to Part B services |
| Design Contracts where the purchasing authority requires plans or designs which involve a jury and offer prizes and payments or which may lead to the award of a services Contract. |

|  |  |
| --- | --- |
| **Public Supply Contracts Regulations** | Contracts for the purchase or hire of goods and for the siting or installation of these. This includes, for example, Contracts to provide off-the-shelf software. |

|  |  |
| --- | --- |
| Public Works Contracts Regulations | Works Contracts by which civil engineering or building works are carried out or, such facilities are provided to meet specific user requirements. A definition of what is included in works is set out at Schedule 1 of the Works Regulations |
| Works concessionaire Contracts which are works Contracts under which the supplier has the right to exploit the works to be carried out under the Contract |
| Subsidised works Contracts which are works Contracts to be awarded by a body other than the public authority but where a public authority contributes more than half the cost |

NB: Service concession Contracts are excluded from the Public Services Contracts Regulations. These are Contracts by which a purchasing authority engages a person to provide services within the responsibility of the purchasing authority and under which the reward consists of, or includes, the right to exploit the provision of the services to the public.

5.1.4 Mixed Requirements

Where a Contract includes supplies and services, the Regulations relating to the largest element by value should be applied.

Where a Contract includes a mixture of works and supplies, or services, the Regulations should be chosen according to the dominant purpose of the Contract.

5.1.5 Thresholds

The Regulations set out detailed procedures for the award of Contracts whose value equals or exceeds specific thresholds. The following points should be noted:

* Values exclude VAT;
* Values are total, not annual;
* Requirements must not be split to avoid breaching thresholds;

If an officer is unsure if the value of a Contract will exceed the threshold, they should assume that it will to avoid possible legal challenge. (see Section 3.2 above)

5.1.6 Aggregation Rules

Identifying the threshold at which the Regulations apply is complicated by the existence of aggregation and “small lots” rules.

Under the Works Regulations, where a single work involves more than one Contract, the estimated value of all the Contracts must be aggregated in deciding whether the threshold is reached. Where the threshold is reached each of the works Contracts will be covered by the rules.

Under the Regulations covering services and supplies, to determine the Contract value threshold, aggregation of the following is required:

* the estimated value of separate Contracts for meeting a single requirement; and
* in a number of defined circumstances, the amount paid or expected to be paid where a series of Contracts or a renewable Contract is entered into for services/supplies of the same type.

To estimate the value of your planned acquisition you should compare the estimated **total cost** of the goods, services or works project against the relevant threshold.  This includes the cost of the goods, services or works and all associated items e.g. maintenance agreement, consumables, materials, equipment/plant hire, consultancy services, delivery and insurance charges, etc over the period of the Contract term up to a normal maximum of 4 years. (see Section 1.7.1 above)

* For further information: <http://admin.exeter.ac.uk/corporate/procurement/downloads/flowcharts/2-fc-eu.doc>

5.2 Tender Processes (EU Tenders)

There are now seven methods which may be used to award Contracts under EU Regulations:

* **open** – any company who replies to the advertisement in the European Journal can Tender
* **restricted** – companies express an interest in Tendering in response to the advertisement and after a preliminary vetting procedure (limited to financial & technical capability), a shortlist of companies are invited to Tender
* **negotiated** – the University enters into negotiations with usually at least three companies before awarding the Contract. Concrete reasons for using this method must be documented and advice sought from Legal Section, because the scope for proceedings by negotiation is limited both under the EU Regulations and Contract Regulations**. NB:** Seek advice before using this route - there are few opportunities for the use of the negotiated procedure. I all case there must be appropriate justification.
* **competitive dialogue** - a procedure in which any economic operator may request to participate and whereby the Contracting authority conducts a dialogue with the candidates admitted to the procedure, with the aim of developing one or more suitable alternatives capable of meeting its requirements, and on the basis of which the chosen candidates are invited to Tender
* **framework agreement** - an agreement between one or more Contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing Contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged
* **dynamic purchasing system** – this is a completely electronic process for making commonly used purchases, the characteristics of which, as generally available on the market, meet the requirements of the Contracting authority, which is limited in duration and open throughout its validity to any economic operator which satisfies the selection criteria and has submitted an indicative Tender that complies with the specification
* **electronic auctions** - this is where there is a “call for competition” by way of an open, restricted or negotiated procedure. The specification is precise and there is an effective criterion to pre-qualify with all Contractual T&C’s agreed in advance. The final stage is where pricing is undertaken electronically.

5.2.1 Time limits

The EU Directives proscribe time limits to all process above the thresholds. **These must be followed**. All time limits set for the Tendering procedure must give the Contractors sufficient time to draw up their Tender response.

The time limits specified are minimums and if it is felt that the Tender in question is complex more time should be given.

* For further information: <http://admin.exeter.ac.uk/corporate/procurement/manual/regulations.shtml>

5.2.2 Advertising Contract Opportunities

All Contracts, which are covered by the European Directives, must be advertised in the Official Journal for the European Union (OJEU) **before** being advertised elsewhere. These adverts are known as **Contract Notices** and can be submitted by electronic means, letter or fax.

Normally if the requirement exceeds EU Procurement Thresholds, the advertisement should be placed in the Supplement to the Official Journal of the EU (OJEU). There are some exceptions such as Part B Services under the EU Services Directive (see above) and in some cases where the Negotiated Route is applicable. Professional procurement assistance with the application of EU Regulations must always be sought.

* For further information:

<http://admin.exeter.ac.uk/corporate/procurement/downloads/flowcharts/2-fc-eu.doc>

5.2.3 Prior Indication Notices

A Prior Indication Notice (PIN) should be sent to OJEU as soon as possible after the start of a University’s financial year where the total consideration which the authority expects to give under all Contracts for similar supplies or Part A services exceeds the thresholds.

The philosophy behind a PIN is to advise potential Contractors of any forthcoming Contracts so that they have the opportunity to prepare resources and Tenders. Issuing a PIN can also benefit the University by widening the competition base and reducing the timescale on Contract notices.

There is no obligation to publish a PIN or to award a Contract, which has been described in a PIN.

**A PIN must have been published for 52 days before advantage can be taken of reduced timescales.**

5.2.4 Expressions of Interest

In the case of the restricted and negotiated procedure, an expression of interest is a completed Pre-Qualification Questionnaire (PQQ) received by the University within the time limit stated in the Contract notice. A Contract notice asks Contractors to contact the University if they are interested in Tendering for a Contract. Contractors do this by placing an expression of interest.

* For further information:

[http://admin.exeter.ac.uk/corporate/procurement/manual/process-Tender-eu.shtml](http://admin.exeter.ac.uk/corporate/procurement/manual/process-tender-eu.shtml)

5.2.5 Framework Agreements

A framework agreement is an agreement between one or more Contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing Contracts to be awarded during a given period, in particular with regard to price and where appropriate, the quantity envisaged.

This means that it doesn’t include some Contracts that are colloquially referred to as framework agreements, it does however include most of what are sometimes called “term Tenders”, “availability” Tenders or “call off Contracts.

Framework agreements can be awarded to either a single or multiple Contractors. If a framework agreement is awarded to multiple suppliers, then there should be at least three Contractors but only if they satisfy the selection criteria. If more than one Tenderer is selected for the framework agreement work is awarded after a mini Tender where all entities on the framework are invited to Tender.

When calculating the estimated Contract value of framework agreements, officers must consider the envisaged maximum expenditure over the period of the arrangement, excluding VAT. Framework agreements cannot run for more than 4 years.

MPj04386620000[1] Please refer to [1.7.1](#Section7) in this manual

In addition to the Contracts and framework agreements that the University awards, the University may use Contracts and, or framework agreements established by a number of bodies to source its requirements, including the following:

* Office of Government Commerce (OGC)
* Higher Education Sector through any of its consortia, but especially agreements established by the Southern Universities Purchasing Consortium (SUPC) of which the UoE is a member
* Devon Procurement Partnership (DPP)
* Regional Frameworks like Construction Framework South West (CFSW) and the Consultancy Framework South West (CFSW)

5.2.6 Confidentiality

It is important to ensure that the confidentiality of all Contractors is respected, that there is a clear and concise record of the procurement process and that there is transparency.

5.3 Mandatory Standstill Period

EU legislation insists that a minimum of ten days’ Mandatory Standstill Period must be observed between communicating the award decision to all Tenderers and the Contract conclusion (signing off of the Contract documents, purchase order etc.). This period is to allow the unsuccessful bidders to be formally debriefed by the University and to legally challenge the Tender procedure

A Contract cannot be concluded with the winning supplier until at least the eleventh (11th) calendar day at the earliest following notification. This would not prevent continuing discussions with the ‘winning’ supplier to ensure prompt mobilisation of the supplier’s resources once a Contract was concluded.

Tenderers can expect, in this Standstill Notice, a statement of reasons including:

* the award criteria (with weightings);
* the Tenderer’s score;
* the winning Tenderer’s score;
* the name of the winning Tenderer;
* the characteristics and advantages of the successful bid;
* a detailed breakdown of the scoring for successful bidders and for individual unsuccessful bidders, and;
* the date when the standstill period is expected to end.

NB; Failure to give this MSP opportunity will put the University in considerable risk of challenge. Additionally, the new Regulations make it explicit that the Contracting authority cannot enter into the Contract if it has not met its Mandatory Standstillobligations **or if the award has been challenged**.

* For further information:

<http://admin.exeter.ac.uk/corporate/procurement/downloads/legal/1-mandatory-standstill.doc>

**NB: Under the new Remedies Directive**, in certain circumstances, the courts will be able to render such Contracts ineffective by ordering their cancellation. In addition, the court must impose a fine (or, as it is termed, a Civil Financial Penalty) on the Contracting authority. Limited discretion is given to the courts to make such an order, but if it does, it must make an alternative penalty, which could be a shortening of the Contract or a fine. **These potential penalties make if imperative that the correct procedure is followed.**

5.4 Freedom of Information

The Freedom of Information Act (FOI) permits any individual to request access to any records held by a public body such as the University.  There are various (but limited) exemptions in the Act, but FOI should be considered when preparing for a procurement exercise.

* For further information:

<http://admin.exeter.ac.uk/corporate/procurement/downloads/guidance/5-gn-foi.doc>

5.5 Procurement of Electrical Equipment Duty of Care

This guide explains the EU legislative requirements for electrical safety, which should be considered if purchasing electrical equipment

* For further information:

<http://admin.exeter.ac.uk/corporate/procurement/downloads/guidance/4-electrical.doc>

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**Section Six:**

**Evaluation**

MCj00788270000[1]

***Aims:***

To provide practical guidance on evaluating Tenders:

***What this section covers:***

* Develop Evaluation Criteria
* Tender Evaluation
* Scoring Presentations and Visits etc.

***Top Tips***

**

* Set evaluation criteria and weightings at the start of the procurement process ….and stick to them.
* Remember that Tenders above the EU threshold must only be evaluated on the assessment criteria set out in the Contract Notice.
* Carefully structure any evaluation activities (e.g. presentations, and visits) – set against the clear criteria/objectives agreed at the start of the project. Keep any subsequent notes/scoring on file.
* Ensure that you score fairly, consistently and openly against your established criteria - your methodology may be challenged.
* Ensure requirements (including mandatory ones) have relevance to the specification and the genuine needs within the proposed Contract.
* Record your evaluation thoroughly – keep any notes from deliberations (your workings may be needed for future audit).
* Consider your approach negotiations during Tender process – fairness, transparency and openness for all is paramount.
* Make sure that two people assess bids worth more than £25.000.
* Record your evaluation thoroughly – keep any notes from deliberations (your workings may be needed for future audit).
* Record and archive the outcome and send a copy to Procurement Services.

**Section Six: Evaluation**

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6.1 Developing Evaluation Criteria

In the interest of fairness, transparency and openness, it is important to develop the criteria to be evaluated “up front” as part of the overarching project/procurement planning.

For procurements above the EU thresholds (see Section 5.1.5) this is mandatory; as information will have to be available in the Contract Notice. The consideration in developing the criteria will be:

* What are we trying to achieve?
* What are the key criteria on which a decision can be made?
* How do we measure that the criteria have been met?
* Are the criteria consistent with strategic aims and objectives?

Criteria should be weighted to reflect their relative importance and in most cases discussions with the market will provide invaluable help in identifying how attractive options may be to the market and whether or not particular options are feasible for meeting the requirements.

The criteria might include the ability of the option to:

* Provide the required benefits
* Reduce demands on in-house resources e.g. procurement, management
* Meet requirements within a particular timescale
* Reduce Costs
* Provide Innovation
* Generate income
* Provide access to external investment
* Improve performance in a particular area
* Impact negatively/positively on other areas of the University’s work

The criteria to be used in the evaluation and their weightings should have been included in invitation to Tender documentation and suppliers asked to provide information in relation to each. The weightings will reflect the relative importance of each criterion to the University. The identification of criteria and weightings must be carried out with care to ensure that the University will identify the most suitable supplier. These should have been agreed by all the key stakeholders and remain unchanged following the sending out of invitations.

This acts as a protection against a supplier challenge on the grounds that criteria were chosen to favour another supplier.

In some cases a criterion is considered so important that if it cannot be met in full by a supplier, that supplier may be ruled out. Such criteria would not be weighted but would be assessed as a “yes” or “no” and should be Cleary indicated that this is a Mandatory requirement in selecting a suitable supplier for the Tender. Such Mandatory requirement must have relevance to the specification and the genuine needs within the proposed Contract.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/strategy.shtml>

* 1. Tender Evaluation

The European Directives allow Contracts to be awarded by either the most economical advantageous Tender (MEAT) or the lowest price. If the selection of the successful Contractor is to be done by MEAT then the evaluation criteria must be set at the Contract preparation stage of the procurement process.

The evaluation criteria must be stated in either the Contract Notice or the invitation to Tender. The criteria for assessment, which was set out in the Contract notice or invitation to Tender **must not** be amended and must be used to evaluate the Tenders at this stage of the process.

**Note - Tenders must only be evaluated on the assessment criteria set out in the Contract Notice.**

The purpose of Tender evaluation is to select the bid that meets the University’s requirements and delivers best value for money. It is essential that it is undertaken fairly and is seen to be fair. The evaluation should be systematic, objective and well documented to provide a clear and logical audit trail.

Tenders must only be opened by the designated officer and only after the deadline for their submission has expired.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/strategy.shtml>

*6.2.1 Financial Assessment*

The financial assessment of the supplier should have been carried out at the PQQ stage (Restricted) and may be a criterion at the Tender stage (Open). In most cases suppliers will be asked to provide information about their financial status but the Procurement Team can use an enquiry system called CreditSafe that can look at individual supplier’s credit ratings, County Court Judgments etc.

MPj04386620000[1] For further information: <http://admin.exeter.ac.uk/corporate/procurement/strategy.shtml>

* 1. Scoring Presentations and Visits etc.

A presentation by suppliers or a visit to their premises may be required. It is often important for the client to meet the potential supplier’s team during the evaluation process to assess certain competencies e.g. their flexibility of approach, their ability to work with the University, their understanding of the requirement, and evidence of waste or health and safety problems.

Such events should be carefully structured with clear objectives and a detailed note of the event retained on file.

Demonstrations may also be required and again a careful and detailed assessment should be carried out as part of the overall evaluation (including criteria/weightings).

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**Section Seven:**

**Awarding the Contract**



***Aims:***

To support the procurement process with advice on award of Contract:

***What this section covers:***

* Tender Negotiations.
* Debriefing Suppliers/Providers/Contractors
* EU Contract Award and Debriefing
* Contract Award
* Form of Contract

***Top Tips***

**

* Debrief fairly, consistently and in a way that helps suppliers to improve future submissions
* Make sure that areas requiring clarification are set out in writing and a written response requested from the Tenderer (your recorded responses can then be evaluated as part of the evaluation process
* Acknowledge and establish the Terms & Conditions and Form of Contract you wish to use.
* Recognise that value for money is more than just a price-based judgment – important to establish at planning and criteria-setting
* Ensure that negotiations are legitimate and meet procurement rules.
* Post Tender Negotiation (PTN) does not replace the competitive Tendering process
* Ensure detailed records are retained on the information provided to the supplier along with an indication that the supplier was satisfied or dissatisfied with the information
* The Contract should be awarded in writing by the University - this may be referred to in the future
* Review lessons learned – these make help next time…

**Section Seven: Awarding the Contract**

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7.1 Tender Negotiations.

The ability to obtain value for money will frequently be enhanced by pre-Tender discussions with the market to ensure that potential suppliers are fully aware of the requirement and that the specification reflects what is available in the most cost-effective manner.

Post-Tender negotiations may also be appropriate however; care must be taken to ensure that all companies are treated equitably and that the competitive process is not distorted.

This philosophy reflects the belief that value for money is more than just a price-based judgment. It is important, therefore, that as part of evaluation, a raft of criteria are used to assist in the comparative quantification of bids. The individual issues, and weighting of each, will vary according to the nature of the purchase but will frequently include a variety of maintenance and servicing, guarantee periods and disposal costs as well as the initial capital outlay and payment scheduling.

MPj04386620000[1] For further information: [http://admin.exeter.ac.uk/corporate/procurement/downloads/Tender.shtml](http://admin.exeter.ac.uk/corporate/procurement/downloads/tender.shtml)

7.2 Bid Clarification and Post Tender Negotiation

There are two distinct areas that are important to be aware of;

* Bid Clarification is the process of obtaining further information about a Tender if it is incomplete or unclear.
* Post Tender Negotiation (PTN) is the process of negotiating with a Tenderer whose Tender appears most favourable following evaluation to obtain improved terms for the University for e.g. price, time, and post-delivery service. It is one part of the process of obtaining better value for money for the University.

*7.2.1 Bid Clarification*

During the Tender evaluation process further information may be required about aspects of a proposal which are unclear, lacking in detail, ambiguous or appear to show a misunderstanding of the requirements. The areas requiring clarification should be set out in writing by the procurer and a written response requested from the Tenderer. The response can then be evaluated as part of the Tender evaluation process.

Suppliers may also request clarification of documents prior to submitting Tenders. In these cases any responses should be provided in writing and in general be copied to all other prospective Tenderers.

*7.2.2 Post Tender Negotiation*

PTN should be conducted by experienced and trained staff. In complex and/or high value Contracts a negotiating team should be set up to include a procurement representative, an end user and a note-taker. Technical, financial and/or legal representation may also be required.

**PTN does not replace the competitive Tendering process** nor should it be seen as a device for beating down the price of a Tender. Successful PTN has taken place when it has:

* produced an agreement that is satisfactory to both sides;
* been no more time consuming or costly than necessary; and fostered, rather than inhibited, good interpersonal relationships

NB: There are restrictions on the use of PTN in conjunction with the Restricted and Open procedures. In these circumstances seek advice from the Procurement Team

7.3 Debriefing Suppliers/Providers/Contractors

Debriefing is the provision of feedback to a supplier who has responded to an advertisement, request for quotation, or Invitation to Tender following notification of whether or not they have been successful.

Supplier debriefing is good purchasing practice and a debriefing should be provided wherever it is requested. They must however always be undertaken with caution and must be planned thoroughly and carefully. Debriefings in relation to projects subject to EU Procurement Directives must be carried out by trained procurement staff to reduce the risk of a legal challenge (see below).

Although time-consuming, debriefing has long-term benefits for all concerned:

* Suppliers are given the opportunity to improve their competitive performance thereby offering the University potential for improved value for money on future Contracts
* Suppliers are provided with information that allows them to improve their Tenders thereby increasing their chances of being successful
* They provide the University with the opportunity to challenge the misconception that Tenders are awarded on the basis of lowest price alone
* They improve the University’s image as a professional purchasing organisation
* The University can ask for feedback on their procurement processes in order to continuously improve these.

7.4 EU Contract Award and Debriefing

As soon as a decision has been made to award a Contract, there must be a Mandatory Standstill period of 10 calendar days between communicating the award decision and the conclusion of the Contract. The award decision must be communicated to all Tenderers and organisations who applied to be short-listed (i.e. returned a PQQ). This is known as “the Alcatel decision” and is compulsory. It is to enable dissatisfied Tenderers to challenge the award of the Contract before it is signed and irrevocably in place.

To mitigate risk under the EU Remedies Directive, University staff must now **provide significantly more information up front in the Standstill Notice** than previouslyto minimise the risk of a complainant arguing that a Standstill Notice is not effective(see also Section 5.3). Tenderers can expect, in that Standstill Notice, a full statement of reasons including:

* the award criteria (should indicate weightings);
* the Tenderer’s score;
* the winning Tenderer’s score;
* the name of the winning Tenderer;
* the characteristics and advantages of the successful bid;
* a detailed breakdown of the scoring for successful bidders and for individual unsuccessful bidders, and;
* the date when the standstill period is expected to end.

MPj04386620000[1] For further information:

<http://admin.exeter.ac.uk/corporate/procurement/downloads/legal/1-mandatory-standstill.doc>

7.5 Keeping Records

Detailed records should be retained on the information provided to the supplier along with an indication that the supplier was satisfied or dissatisfied with the information. If the supplier appears to be prepared to issue a complaint, the matter should be referred to senior management and any action, if necessary, agreed and implemented. Any useful feedback from the supplier should be forwarded to the Procurement Team.

7.6 Final Contract Award

Once terms have been agreed following bid clarification or negotiation, the Contract should be awarded in writing by the University.

All goods and services bought by the University should use the Standard University Terms and Conditions unless otherwise approved by [Legal Services](http://admin.exeter.ac.uk/corporate/legal/index.shtml) or Procurement for all purchases

For further advice and support contact the Procurement Team.

NB: For Awards above the EU threshold, a completed form must be sent to K.A.Duffy@exeter.ac.uk to enable the Contract Award Notice to be published in the Official Journal of the European Union. In most case this will be done in liaison with the member of the Procurement Team assisting you.

MPj04386620000[1] For further information:

[http://admin.exeter.ac.uk/corporate/procurement/downloads/Tender/20-eu-Contract-july08.xls](http://admin.exeter.ac.uk/corporate/procurement/downloads/tender/20-eu-contract-july08.xls)

7.7 Form of Contract

It is unlikely that traditional standard Conditions of Contract will adequately support all procurements.

For example, while [construction Contract](http://civilengineerlink.com/construction-contract/)*s* serve as a means of pricing construction, they also structure the allocation of risk to the various parties involved. The owner has the sole power to decide what type of Contract should be used for a specific facility to be constructed and to set forth the terms in a Contractual agreement. It is important to understand the risks of the Contractors associated with different **types of construction Contracts.**

### Types of Contracts commonly used in construction

* Lump sum Contract
* Item rate or unit price Contract
* Percentage rate Contract
* Cost plus percentage rate Contract
* Cost plus fixed fee Contract
* Cost plus fluctuating fee Contract
* Target cost Contract

It is usual for the relevant Terms and Conditions of Contract are negotiated by Stakeholder and submitted with the Invitation to Tender. Suppliers will have the opportunity for further discussion to refine and agree the Terms and Conditions before Contract award. This will require experienced handling and should include the Procurement Team (and the Legal Team if appropriate)

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**Section Eight:**

**Project Management**

MCj04419380000[1]

***Aims:***

To provide advice and guidance on Contract management at post-Tender award stage:

***What this section covers:***

* Managing Contracts
* Post Project Review
* Ongoing Assessment
* Managing Contract Variations
* Termination and Exit Strategy
* Provision of Management Information

***Top Tips***

**

* Take steps to ensure that the management of Contracts seamlessly leads on from Contract award good planning will ensure this
* Your own Post Project Reviews can provide feedback for continuous future improvement – so make this a part of the project overall
* Incorporate lessons learned from previous project review(s) - Remember; your own on-going assessment will provide feedback to inform and improve future procurement activity
* Address and deal with changes to post Contract award and set actions for when changes are needed (you may need to seek agreement from both parties)
* Ensure that the expected outcomes from the Contract are achieved within time and budget and with all parties feeling fairly treated
* Aim to provide steady supply of management information in respect of your Contracts or agreements (this will help assess how well the provider is doing)

**Section Eight: Project Management**

Contract management involves much more than just administration, Contract management involves ensuring Contractual obligations are met, services are delivered efficiently and commercial risks are identified and managed

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# MPj04386620000[1] For further information see Procurement Manual: Good Practice 1: Contract Management: Responsibilities and Duties

<http://admin.exeter.ac.uk/corporate/procurement/manual/guidance.shtml>

8.1 Managing Contracts

Good Contract management will ensure that the expected outcomes from the Contract are achieved within time and budget and with all parties feeling fairly treated. The detailed practicalities of Contract management including the expected outcomes, performance measurements, management processes, dispute resolution etc should have been set out in the criteria for ward and agreed with the supplier prior to award of Contract: thereby making the process of management easier.

The aim, for longer term or repetitive Contracts, should be continuous improvement. The Contract Manager must closely monitor performance in order to achieve this.

As the Contract comes to an end a period of piloting, testing and/or defects management may be required depending on the nature of the Contract. In all cases the University must have identified the implications of, and planned for, the transition and next phase. This will include careful communication with those to be affected.

Suppliers may also be required to periodically provide evidence on their performance. A set of key performance indicators should be agreed with potential supplier/s prior to Contract award.

*8.1.1 Importance of assessing ongoing supplier**performance*

All Contracts require a minimum level of management oversight but, as complexity and risk increase, so the need for performance monitoring rises. Effective performance monitoring is part of the Contract management process and needs to be included in the Contract specification.

Having established the supplier’s ability to deliver specified requirements and carried out due diligence, it is vital to ensure the Contract is successfully executed. In particular, buyers need to:

* Realise the Contract aims;
* Ensure both sides fulfil their respective obligations;
* Manage risk and supply chain vulnerability;
* Deliver continuous improvement, learning and knowledge transfer.

It’s crucial to set out at the start of the Contract process – ideally at Tender planning stage – who will be responsible for undertaking Contract management tasks and ensuring the supplier is performing to standard.

Post-Contract appraisal is fundamental to Contract and supplier relationship management – it allows the buyer and supplier to:

* Monitor compliance;
* Identify non-compliance and trigger corrective action, including Contractual penalties;
* Quantify important performance attributes and measure change and improvement;

# MPj04386620000[1] For further information see Procurement Manual: Supplementary Information 4: Assessing Supplier Performance

<http://admin.exeter.ac.uk/corporate/procurement/manual/guidance.shtml>

8.2 Post Project Appraisal & Evaluation

The university expects that post project appraisals to be carried out on all projects. A post project appraisal determines the extent to which a project met the budget, timetable and the key deliverables.

Project appraisal is presumed to be scheduled to take place 12 months after the completion of the implementation expenditure for a project. However, this will need to be considered for each project. Post project appraisals should be completed by the [Project Manager](http://admin.exeter.ac.uk/finance/publications/cpp/cpp_c19.shtml#pm) and should identify:

* The final project cost, which should be compared with both the latest authorised amount and the original authorised amount. Explanations of all variances should be noted.
* The actual completion date of the implementation stage of the project, which should be compared with the latest authorised completion date and the original completion date. Explanations should be given for the variances.
* The delivered key deliverables, which should be compared with the latest authorised key deliverables and the original key deliverables. Explanations should be given for key variances.
* Any lessons to be learnt from the project, and how these will be embedded in future.

MPj04386620000[1] For further information:

http://admin.exeter.ac.uk/corporate/procurement/downloads/Tender.shtml

8.3 Ongoing Assessment (if appropriate)

This stage is applicable to projects where there is an ongoing involvement from a supplier or service provider or where the output from the original Contract has an ongoing impact on the University. The decision on if, when and how often these will be carried out should be agreed at Review Point 5. In-service assessments will apply to e.g. buildings and IT systems and consultancy procurements where a new work routine is being implemented or where the supplier is providing an ongoing service. The aim is continuous improvement. On-going assessments will provide feedback to inform and improve future procurement activity.

The University’s electronic Tendering system should be used to monitor Contracts post award. Lead officer should liaise with the procurement Team to ensure reporting and updates through In-Tend.

8.4 Managing Contract Variations

The University may from time to time during the Contract Period, by written notice to the Contractor, request a variation of the Specification provided that such variation does not amount to a material change to it. Such a change is called a “*Variation*”. Any such Variation should be communicated in writing and all Variations and good practice is to included in an addendum to the Contract

It is usual following such notice, the University and the Contractor/Supplier will enter into ‘good faith’ negotiations (for a period usually set out in the T&Cs). If the Variation is necessary as a matter of urgency due to circumstances outside the Parties’ control, such shorter periods are usually stipulated.

Agreeing the variations should be carried out properly and fairly – reflecting the nature and extent of the proposed Variation.

If the Parties are unable to agree the University may:

* agree that the Parties shall continue to perform their obligations under the Contract without the Variation; or
* terminate the Contract with immediate effect.

# The ramifications of not agreeing a Variation will be disastrous if there is not Exit Strategy or “Plan B”. It is likely to take much resources and time to resolve.

# MPj04386620000[1] For further information see Procurement Manual: Supplementary Information 2: Risk Management and Handling Changes

<http://admin.exeter.ac.uk/corporate/procurement/manual/guidance.shtml>

8.3 Termination and Exit Strategy

In keeping with the Terms and Condition of the Contract, the University may terminate the Contract with immediate effect by notice in writing where the Contractor/Provider is not meeting agreed requirements. You should consult the Legal Team in any such instance (the Procurement Team may also be able to assist initially).

Managing the delivery of obligations as set out in the Contract is a very important duty. As the Contract progresses through its duration the Contract manager will also have responsibility for ensuring that both parties are working towards the planned exit, and subsequent re-supply arrangements if required.

Success or failure, at stage when the Contract is breaking down, will be defined by the ability of the Contract Manager to build trust, cooperation and optimum performance from both the customers and suppliers.

It goes without saying that this is a last resort and should be after exhaustive discussion and review. An Exit Strategy will concentrate on the loss of the service and/or goods and plan alternative provision. One way may be to

# MPj04386620000[1] For further information see Procurement Manual: Supplementary Information 4: Contract Management: Responsibilities and Duties

<http://admin.exeter.ac.uk/corporate/procurement/manual/guidance.shtml>

8.3 Provision of Management Information

The University requires all its Contracted suppliers to provide regular management information (MI) regarding its Contracts or agreements. The MI will include data on UoE expenditure, commodities, purchase order data, trends and other information. Data is required in electronic format on a regular basis (e.g. on a six months/annual cycle) and is agreed with the supplier at the time of Contract award).

You may note that keeping such records and maintaining a robust Contract Management approach will mitigate against the risks set out in [8.1](#Section8) and [8.2](#Section8) above. In the event of Termination such management Information will provide the *evidence* for corroborated decision-making. Please refer also to Section 8.1 above)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Appendix 1: PROCUREMENT CHECKLIST** | | [Back to Contents](#Contents) |
|  | **Actions to be undertaken** | **Who? (Operational/ Procurement)** | **Guidance Notes** |
| **1** | **Draft the SPECIFICATION and SCOPE** | Operational (Advice from Proc) |  |
| 1.1 | Identify the SCOPE: Who will use the acquisition or Contract? |  |  |
| 1.2 | What OUTCOME is required? (Do not specify more than you need) |  | An example of a simple (outcome-based) specification is "a system for measuring and reporting X to 3 decimal places in kg." |
| 1.3 | Quote a STANDARD for the quality or build of the acquisition. (Use an industry standard where possible and appropriate. |  |  |
| 1.4 | Volumes/Frequency |  |  |
| 1.5 | Delivery/Start date |  |  |
| 1.6 | What are the elements of LIFECYCLE COST? |  |  |
| 1.7 | Key Performance Indicators (to monitor Contract) |  | What KPIs will show that your acquisition is performing as required? |
| 1.8 | TIMESCALE: When must you have the acquisition? |  |  |
| 1.9 | Should a Prior Information Notice (PIN) be issued? |  | A PIN will shorten the compulsory EU ITT timescale, but only if issued early enough. |
| **2** | **RESEARCH the market and suppliers** (and fill out the Commodity Strategy document) | Operational (Advice from Proc) | The procurement strategy to be signed-off by the Client and PS before carrying out further work such as preparation of spec or Tender documents. |
| 2.1 | What is the VALUE of the acquisition over the planned Contract life? |  |  |
| 2.2 | Client's AIM and OBJECTIVES? |  |  |
| 2.3 | Who will be the Project Manager? |  |  |
| 2.4 | Who will be the Contract Manager? |  |  |
| 2.5 | Research the Market:  - Potential suppliers  - Are there new solutions or sources of supply?  - Evaluate current supplier/s  - Identify rough prices if possible  - Talk to other users (HE or other sectors) |  |  |
| 2.6 | What strengths, opportunities, levers & offers can we use to get the best deal? |  |  |
| 2.7 | Agree the method and stages of procurement |  |  |
| 2.8 | Identify a list of potential bidders. Brief them about the ITT. |  |  |
| 2.9 | Refine the specification if appropriate. |  |  |
| **3** | **Determine STRATEGY and PROGRAMME** (apply EU/Public Procurement Regulations if appropriate) | Operational (Advice from Proc) | STANDARD TEMPLATE NEEDED |
| 3.1 | What procurement method will be used and why? |  | EU / University ITT / RFQ / Spot pricing? Single-source? Exemption? PIN? Negotiation plan. |
| 3.2 | How will BEST VALUE be obtained? |  |  |
| 3.3 | What is the programme? (Steps and dates) |  |  |
| **4** | **Define Selection Criteria (scoring system) for PQQ / Shortlisting** (This cannot be changed after the requirement is advertised.) | Both | The purpose of the selection criteria is to identify bidders who are suitable to supply the goods or service. |
| 4.1 | What criteria are to be tested? |  | The criteria should relate to ability to complete the job. Criteria used in an EU PQQ are barred from the ITT. |
| 4.2 | What scorings or weightings? |  |  |
| 4.3 | What is the value element? |  |  |
| 4.4 | What criteria are essential? (Pass or fail) |  |  |
| 4.5 | Will references be part of the PQQ? |  |  |
| 4.6 | What is the 'pass mark' or number of suppliers allowed through to the ITT? |  |  |
| **5** | **Prepare the PRE-QUALIFICATION QUESTIONNAIRE (PQQ)** (Specific to Commodity/Service - if required) | Procurement (Input from Operational) | The PQQ is used in the EU 'Restricted Procedure' and any non-EU competitions when we want to restrict the number of bidders (for administrative ease) or we want to restrict entry to bidders meeting a certain standard. |
| 5.1 | A - General Company Information |  |  |
| 5.2 | B - Financial Standing |  |  |
| 5.3 | C - Quality Assurance - Min Accreditation Requirements/Awards (Member of Industry Group, ISO9001, etc) |  |  |
| 5.4 | D - Technical Capacity |  | WHERE SHOULD REFERENCES BE RECEIVED? PRE-BID OR AFTER BIDS |
| 5.5 | E - Environmental / CSR / Sustainability - Min Requirements i.e. Recycling Policy, H&S Policy, Environmental Policy ISO 14001, Carbon Management Policy (Local Supply - reduction in CO2 emissions) |  |  |
| **6** | **Define Selection Criteria (scoring system) for Contract Award** (These criteria may not be the same as the PQQ) (This cannot be changed after the requirement is advertised.) | Both |  |
| 6.1 | What criteria are to be tested? |  | The criteria should relate to ability to complete the job. |
| 6.2 | What scorings or weightings? |  |  |
| 6.3 | What is the value element? |  | Lifecycle cost should have as high a weighting as possible. All other criteria should be defined in the specification. |
| 6.4 | What criteria are essential? (Pass or fail) |  |  |
| 6.5 | Will presentations be required? |  |  |
| 6.6 | Proof of concept? |  |  |
| **7** | **Draft the PRICING SCHEDULE** | Operational (Advice from Proc) | The pricing schedule must include everything required from the product and be laid out so bidders can complete it without altering the format. |
| 7.1 | List of Products/Services with Volumes/Frequency of Visits |  |  |
| 7.2 | Early Payment Discount |  |  |
| 7.3 | Warranties? i.e. rectify faulty/not to standard goods |  |  |
| 7.4 | Late Deliveries |  |  |
| **8** | **Prepare the INVITATION TO TENDER (ITT)** | Procurement (input from operational) |  |
| 8.1 | Use Template RFQ / Invitation to Tender (insert Specification, Award Criteria & Pricing Schedule) |  |  |
| 8.8 | PQQ & Selection Criteria (where used - mechanisms shown to bidders) |  |  |
| **9** | **Advertise Tender Opportunity** |  | Advertise on OJEU for EU ITTs; otherwise advertise extensively to get the best response. |
| 9.1 | ITT's above £25k, advertise on Tenders.ac.uk. |  |  |
| 9.2 | ITT's above the EU thresholds to be advertised using 'OJEU'. |  |  |
| 9.3 | Can others methods be used i.e. local press, Business Link, Federation of Small Businesses, etc. |  |  |
| **10** | **PQQ (Issue and score)** |  | The PQQ is used in the EU 'Restricted Procedure' and any non-EU competitions when we want to restrict the number of bidders (for administrative ease) or we want to restrict entry to bidders meeting a certain standard. |
| 10.1 | Issue PQQ |  |  |
| 10.2 | Answer questions (replies go all bidders) |  |  |
| 10.3 | Receive PQQs |  |  |
| 10.4 | Shortlist bidders (according to scoring criteria) |  |  |
| **11** | **SUPPLIER SELECTION  (Score ITT and other planned elements of the competition)** | Operational (input from Proc) |  |
| 11.1 | Invite Tenders (Send the ITT) from shortlisted bidders. |  |  |
| 11.2 | Answer questions (replies go all bidders) |  |  |
| 11.3 | Score Tenders in line with Contract Award Criteria |  |  |
| 11.4 | Score the other elements of the competition (presentations, etc.) |  | Only those elements agreed are to be scored. |
| 11.5 | Negotiate price, service and additional elements  … or ... Clarify price and service (for EU processes) |  | Most EU processes do not permit negotiation, only clarification. |
| 11.6 | Identify winning bid |  |  |
| **12** | **Contract Award** | Procurement (input with operational) |  |
| 12.1 | Send letters to successful and unsuccessful bidders. Offer Contract Debrief to unsuccessful bidders. |  |  |
| 12.2 | For EU ITT's apply EU Mandatory Standstill Period (MSP)  Debrief successful and unsuccessful bidders. |  | MSP (or Alcatel Period) is 10 days when the notice has been given electronically or 15 days otherwise. |
| 12.3 | Debrief other bidders (if required) |  |  |
| 12.4 | Sign Contract (and issue purchase order if relevant) |  |  |
| 12.5 | Contract/Framework Agreement in place (Key Performance Indicators included) |  |  |

**APPENDIX 2: ‘EU TENDER’ PROCEDURE Flowchart – Total spend is estimated to be above EU threshold ( excl. VAT).**

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For further information visit :http://admin.exeter.ac.uk/corporate/procurement/downloads/flowcharts/2-fc-eu.doc

Write Tender documents: specification (may include, KPIs and service level statement), terms and conditions, price schedule template, closing date and time for Tender submission to UoE.

**START:** Identify needs and desired outcomes.

Research marketplace.

Identify short listing and Contract award

criteria and weightings.

Issue identical Tender documents at same time to suppliers. EU legislation stipulates minimum number of Tenders required to ensure competition and the minimum timeframes allowed for suppliers to return Tenders.

All Tenders to be opened at same time and date. Tender opening to be witnessed by minimum of 3 staff. All staff initial top sheet of each supplier’s Tendered price list. All staff complete the Tender opening form and the register of interests form.

Benchmark resultant scores against all other Tender scores to determine which Tender most closely matches UoE needs and is best value.

Issue Mandatory Standstill Notice to each Tenderer giving details of their scores against each Contract award criterion, total Tender score and the name of preferred supplier and total Tender score. (Presumed that highest Tender score = preferred supplier). Offer all suppliers formal debrief on evaluation process.

For complex purchases, or Contracts having a duration of years, the UoE customer manages supplier’s performance against predefined and Contracted standards and, or KPIs throughout the lifetime of a Contract.

Contact Procurement Services to determine EU Procurement Route and publish OJEU notice seeking Expressions of Interest. EU legislation stipulates timeframes allowed for suppliers to respond to the UoE.

All expressions of interest are assessed against published criteria. Resultant scores determine whether suppliers are invited to submit a Tender to the UoE.

Formal debriefs given to all suppliers as requested during 10 day period counting from date of issue of the Mandatory Standstill Notice. All challenges to award decision to be resolved during this period, or term extended until ‘challenge’ is settled. No contact with successful supplier during this period.

Issue purchase order and, or Contract to supplier. File all Tenders received and documents relating to the evaluation debrief and award of Contract together. Retain for minimum of 7 years.

Assess Tenders received against the Contract award criteria. For each Tender received, record score awarded against each criterion and total score achieved. Presentations from suppliers may be received.

**END:** After goods received and, or services performed to required standard, supplier’s delivery note signed and invoice paid. Complex purchases, or Contracts having a duration of years, will require this step to be repeated for each and every delivery of goods and, or performance of services.

**Appendix 3: BUSINESS CASE CHECKLIST**

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|  |  |  |
| --- | --- | --- |
|  | ✔ | **x** |
| **STRATEGIC FIT** |  |  |
| Demonstrate a clear understanding of the business goals and how the project will deliver these. |  |  |
| Consider University and wider HEFCE initiatives. |  |  |
| State critical success factors for the project clearly. |  |  |
| Identify all stakeholders and understand their needs. |  |  |
| **COST AND BENEFITS/AFFORDABILITY** |  |  |
| Undertake a cost/benefit analysis. |  |  |
| Consider affordability issues. |  |  |
| Consider efficiency gains to be delivered. |  |  |
| **PROJECT OPTIONS** |  |  |
| Consider wide range of project options. |  |  |
| Consider collaboration with other authorities. |  |  |
| Clearly state the criteria against which project options have been evaluated. |  |  |
| Undertake qualitative analysis of project options. |  |  |
| Undertake quantitative analysis (costs vs. benefits) of project options. |  |  |
| Consider market attractiveness; know whether there are any interested suppliers. |  |  |
| **ACHIEVABILITY** |  |  |
| Consider legal and regulatory issues. |  |  |
| Consider the reasonableness of the timescale and the scale of the project. |  |  |
| Consider wider dependencies, e.g. other programmes and projects. |  |  |
| Consider the impact of the project on other areas such as the environment, legacy systems and the current infrastructure. |  |  |
| Consider the level of skills and resources required to undertake the project and how these will be obtained, for example by training or external advice. |  |  |
| **RISK** |  |  |
| Identify key risks. |  |  |
| Evaluate the risks in terms of the likelihood of occurrence, cost and time implications and ‘worst case scenario’. |  |  |

**Appendix 4: Steps Prior To Purchasing**

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### Where Should You Start?

Many factors must be taken into consideration before purchasing or Contracting any goods, services or works. The detail required to address the issues will vary depending on the nature, complexity and value of the purchase. It is your responsibility to ensure that you have identified and considered all of the relevant issues.

The following is not a comprehensive list. Some or all of the steps may need to be followed and there may be other issues that are not listed which will need to be considered before beginning to let a Contract.

### MCj04418900000[1]Step 1

A project plan should be drawn up at the beginning of each procurement exercise, setting out all the strands of work, how they will be undertaken and the times for their completion.

### MCj04418900000[1]Step 2

You must have authority to let Contracts (including to satisfy Financial Regulations). Appraise the need for the expenditure and its priority. (See Contract Standing Orders and financial regulations .)

### MCj04418900000[1]Step 3

Define the objectives of the purchase.

### MCj04418900000[1]Step 4

Consider how the purchase links with any Best Value Review.

### MCj04418900000[1]Step 5

Obtain comprehensive information about the service/goods required. Time is needed to research this and the types of issue to consider may include:

* the duration of any proposed Contract
* taking a radical and critical view of any current arrangements – are there any changes or improvements that can be made?
* considering the purchases that you will be responsible for, or may be responsible for in the foreseeable future, that could be or are linked with this Contract
* giving some thought to any monitoring arrangements
* checking whether there is any other arrangement already in place (this may be in another department)
* identifying how the service is provided now and whether there are any workforce considerations in relation to the specification of the service or staff transfer or Consultation issues which need to be reflected in the purchasing documentation.

### MCj04418900000[1]Step 6

Consider the most appropriate procurement method, including:

* make or buy
* sourcing through any purchasing organisation already approved by the Council
* collaboration with other purchasers
* a packaging strategy
* estimating the cost of purchasing the good or service, including the cost of the Tender process and options elsewhere.

### MCj04418900000[1]Step 7

Consult users as appropriate about the proposed procurement method, Contract standards, and also performance and user satisfaction monitoring.

### MCj04418900000[1]Step 8

Assess the risks inherent in the purchase and determine the appropriate risk management strategy. What risks are associated with the purchase and any implementation? For example, an approach to risk management in IT purchasing might involve the following:

* When purchasing leading-edge IT solutions, it may be wise to contain the initial outlay to development of a prototype.
* Often, packaged applications offer a variety of different solutions and require varying degrees of customisation and consequential change management within the organisation. It may be wise to contain the initial commitment to the commissioning of one or more feasibility studies.

Other risk management questions to consider include:

* Is the complexity and detail of the specification appropriate to manage the risks associated with tasks not being performed?
* Is price adjustment likely to be necessary for inflation or service variation – does the Contract cover this?
* If the Contract is not a fixed-price Contract, are there sufficient measures to control costs (for example, procedures to agree a cost ceiling for an individual order)?
* What are the main default risks? Are there clear rights to Terminate ? What loss might the Council suffer if the Contractor defaulted or caused damages? Are the insurance levels, limitations of liability and liquidated damages provisions in the Contract adequate
* Should the Contract be made subject to a bond or parent company guarantee

Alternatively, if the major need is to secure a high-quality and compatible partner to work with and reduce the risk of that decision going wrong, it may be appropriate to develop a two-stage Tendering process, with stage 1 focusing on a variety of quality method statements.

The Byatt Report on local government procurement also recommended that risk analysis should be used in order to determine the Contracts on which to concentrate procurement skills resources and whether to aggregate Contracts for commonly used items. Recommendations 8 and 9 are:

* Public Bodies should, at an early stage, map their procurement activities using techniques such as a low/high-risk and low/high-value matrices. They should identify the areas where procurement resources can have most impact and the appropriate skills and techniques for each type of procurement.
* Using the analysis set out in recommendation 8, local authorities should seek to aggregate demand and reduce costs by setting up central Contracts for commonly used items and by requiring consolidated invoices.

### MCj04418900000[1]Step 9

If you are not the budget holder, ensure that the budget holder is aware and has sufficient funds in the budget for the purchase.

### MCj04418900000[1]Step 10

Notify the corporate procurement team as soon as the budget is allocated if the purchase is a significant one (so a Prior Information Notice can be published).

### MCj04418900000[1]Step 11

Take any advice necessary to plan and carry out your purchase in good time. Alert advisers of the anticipated timescale so that they can plan to be available to assist. It is best to consult advisers very early in the process.

### MCj04418900000[1]Step 12

Access to accurate and relevant commercial intelligence and knowledge of the marketplace is necessary in deciding how you wish to purchase and how to draft the Invitation to Tender. You may need to research the relevant market. Possible sources of information might include:

* existing customers of these products or services, including other councils
* trade associations and local chambers of commerce
* trade fairs
* online databases
* internet searches, e.g. supplier web pages
* consultant advice
* trade journals and directories.

Any direct contact with suppliers must be handled carefully. Suppliers must understand that all Contracts are subjected to competition. **Do not to give any undertaking which will compromise your independence.** To demonstrate that all suppliers are treated equally, any questions received and information provided must be carefully recorded. You should seek advice if planning any meetings or seminars for consultation purposes. Any meetings or seminars that take place must be minuted and details circulated to all interested parties.

### MCj04418900000[1]Step 13

If your purchase is significant you may wish to test the market by issuing a Prior Information Notice (PIN). This gives early warning to the marketplace that you are letting a Contract and will give you a structured way of consulting the marketplace in a fair and open manner prior to developing your specification. Whatever consultation method is used, care must be taken to ensure this does not distort competition or prejudice any bidder or potential bidder. Any significant investigation should be done within the formal competition process (e.g. Invitation to Tender). Market research activity must not pre-empt that process.

### MCj04418900000[1]Step 14

Consider your detailed procurement strategy. Once you have made a preliminary assessment of the purchasing need, researched the market to obtain a clearer idea of what is available, who are the potential suppliers and how much the purchase may cost and identified the regulatory constraints and possibilities, the next step is to determine the best procurement strategy within the legal framework.

You purchasing strategy should also identify sufficient resources, the correct documentation and a timescale that allows enough time to plan and undertake the purchase. It is your responsibility to follow the designated procedure, including where agents are instructed to undertake the purchase.

One question to consider is:

How easy is it to produce a meaningful specification? Is some assistance required from the market sector? If so, it may be appropriate to use a negotiated process involving dialogue with suppliers, if this is possible within the regulatory constraints. Alternatively, the Restricted procedure may be adapted. This route may be better able to promote open and equal competition. Under the Restricted procedure, a sophisticated several-stage Tendering process might be adopted, rather than a conventional single-stage process inviting the lowest priced offers. Candidates might be required to respond at stage 1 with a broad overview proposal in response to an open-ended Invitation to Tender specification than might usually be produced. These stage 1 responses could be used both to make a shortlist and to inform the production of a more focused specification for stage 2 of the Tendering process.

It should not be assumed that the regulatory framework cannot be adapted to accommodate a genuine commercial purchasing need, nor should the regulatory framework be avoided. However, care is needed to identify the correct procurement strategy which complies with the rules and promotes both the business needs of the organisation and full, fair and focused competition.

The procurement strategy needs also to address:

* whether the council’s initial financial commitment is limited in some way
* how the Contract is packaged
* the drafting of the Specification
* the structure of the Pricing Schedules
* the structure of the evaluation strategy.

### MCj04418900000[1]Step 15

Consider Staff transfers and consultation issues

**Appendix 5: Useful Links**

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University of Exeter Procurement Home Page

<http://admin.exeter.ac.uk/corporate/procurement/manual/guidance.shtml>

* **Achilles**  
  The Achilles Group is the leading provider of supplier and contract information, delivering a wide range of procurement and business solutions to major companies across the globe.  
  [www.achilles.com/group](http://www.achilles.com/group)
* **AUA**   
  The Association of University Administrators   
  [www.aua.ac.uk](http://www.aua.ac.uk/)
* **AUDE**Association of University Directors of Estates  
  [www.aude.ac.uk/](http://www.aude.ac.uk/)
* **AUPO**Association of University Procurement Officers  
  [www.aupo.ac.uk](http://www.aupo.ac.uk/)
* **CIPS**The Chartered Institute of Purchasing & Supply (CIPS) is an international organisation, based in the UK, serving the purchasing and supply profession. Dedicated to promoting best practice, CIPS provides a wide range of services for the benefit of members and the wider business community  
  [www.cips.org/](http://www.cips.org/)
* **COUP** Conference on University Purchasing  
  [www.coup.ac.uk](http://www.coup.ac.uk/)
* **EAUC** The Environmental Association for Universities & Colleges   
  [**www.eauc.org.uk**](http://www.eauc.org.uk/)
* **The Higher Education Purchasing Directory 2009**[HE Purchasing Directory 2009 searchable e-book](http://www.procureweb.ac.uk/about-the-sector/he-directory-e-book)
* **HEEPI** (HE Environmental Performance Initiative)  
  [www.heepi.org.uk](http://www.heepi.org.uk/)
* **HEFCE** - The Higher Education Funding Council for England promotes and funds high-quality, cost-effective teaching and research in universities and colleges in England  
  [www.hefce.ac.uk/](http://www.hefce.ac.uk/)
* **HEPS**Higher Education Partnership for Sustainability  
  [www.forumforthefuture.org.uk](http://www.forumforthefuture.org.uk/)
* **IPSERA**International Purchasing & Supply Education & Research Association  
  [www.ipsera.org/](http://www.ipsera.org/)
* **ISO**International Organisation of Standardization  
  [www.iso.ch/iso/en/](http://www.iso.ch/iso/en/)
* **JISC**[**JISC**](http://www.jisc.ac.uk/) - The Joint Information Systems Committee (JISC) is funded by the [UK HE and FE funding bodies](http://www.jisc.ac.uk/aboutus/whoweare.aspx) to provide world-class leadership in the innovative use of ICT to support education and research.   
  [www.jisc.ac.uk](http://www.jisc.ac.uk/)   
    
    
  [**JISC Advisory Services**](http://www.jisc.ac.uk/whatwedo/services/about/advisory.aspx) - dedicated to supporting the further and higher education communities in the innovative use of Information and Communications Technology (ICT). Procureweb is one of the six advisory services.   
  [www.jisc.ac.uk/whatwedo/services/about/advisory.aspx](http://www.jisc.ac.uk/whatwedo/services/about/advisory.aspx%20www.jisc.ac.uk/whatwedo/services/about/advisory.aspx)   
    
    
  [**JISCmail**](http://www.jiscmail.ac.uk/) - The National Academic Mailing List Service, known as 'JISCmail', is one of a number of JANET services provided by JANET(UK) [www.jiscmail.ac.uk](http://www.jiscmail.ac.uk/)
* **OGC**Office of Government Commerce   
  [www.ogc.gov.uk/index.asp](http://www.ogc.gov.uk/index.asp)  
    
  OGC: Best Practice Guidance

<http://www.ogc.gov.uk/procurement_documents_best_practice_guidance_.asp>

* **OJEU**(formerly known as the OJEC, The Official Journal of the European Community).   
  [www.ojec.com/](http://www.ojec.com/)
* **Parabilis**[www.parabilis.ac.uk/](http://www.parabilis.ac.uk/)
* **SPCE**The Sustainable Procurement Centre of Excellence for HE   
  <http://spce.procureweb.ac.uk/>
* **SUMS**Southern Universities Management Services  
  [www.sums.org.uk](http://www.sums.org.uk/)
* **Southern Universities Purchasing Consortium (SUPC)** <http://supc.procureweb.ac.uk/aboutsupc>

* **UCISA**UCISA represents the whole of higher education, and increasingly further education, in the provision and development of academic, management and administrative information systems, providing a network of contacts and a powerful lobbying voice  
  [www.ucisa.ac.uk/](http://www.ucisa.ac.uk/)  
    
  **Universities UK**Universities UK is the representative body for the executive heads of UK universities and is recognised as the umbrella group for the university sector.  
  [www.universitiesuk.ac.uk](http://www.universitiesuk.ac.uk/)



 For further information:

<http://admin.exeter.ac.uk/corporate/procurement/contact.shtml>

Procurement Services

First Floor

The Queens Building

Streatham Campus

University of Exeter

Exeter

EX4 4QH