

Procurement Procedures Manual

For the Supply of Goods, Provision of Services, and Execution of Works

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1. Definitions - Procurement and Contract Procedure Rules

In this Manual, the following words and expressions shall have the meanings assigned to them below. These definitions apply throughout the Procurement and Contract Procedure Manual unless the context requires otherwise.

Defined Term	Definition
Award Criteria	The criteria by which the Contract is to be awarded to the successful Supplier, in line with the principles of Most Advantageous Tender (MAT) under the Procurement Act 2023.
Award Decision	The procedure by which the Officer determines to award the Contract to a particular Supplier(s), based on predefined award criteria.
Call-off Contract	A Contract awarded under a Framework Agreement or Dynamic Market for specific goods, services, or works.
Candidate	Any supplier participating or expressing an interest in participating in the University's procurement activity including Quick Quotes, Selection Questionnaires, and Invitations to Tender.
Chief Finance Officer	The senior officer responsible for financial management, or their authorised delegate, as defined in the University's Scheme of Delegation.
Collaborative Procurement	Procurement undertaken jointly with other public bodies to achieve economies of scale, reduce duplication, and deliver greater value for money.
Competitive Flexible Procedure	A procedure introduced by PA23 allowing contracting authorities to tailor procurement stages (e.g. dialogue, negotiation, final offers) while ensuring fairness, transparency and equal treatment.
Contract	A legally binding agreement concluded in writing between the University and a Supplier for the provision of goods, services, or works.
Contracting Authority	The University of Exeter or any entity under its control that is authorised to carry out procurement activities.
Contracts Register	The University's repository of current contracts, maintained via its Electronic Tendering System.
Contract Award Notice	A formal notice published after contract award, providing transparency under PA23 and triggering the standstill period.
Data Protection	The protection of personal data in accordance with the UK GDPR and the Data Protection Act 2018.
Direct Award	Award of a contract without competition under PA23 where specific exemption criteria apply (e.g. urgency, absence of competition).



Dynamic Market	A flexible procurement tool under PA23 that allows suppliers to join at any time and enables rapid call-offs for common or repeat purchases.
Electronic Tendering System	The University approved digital platform for managing all procurement processes and communications.
Financial Instructions	The University's financial regulations, procedures, and supporting guidance issued by the Chief Finance Officer.
Find a Tender	The UK Government's official online platform for publishing notices of public sector procurements. Under the Procurement Act 2023, contracting authorities must use FTS (via the Central Digital Platform) to publish relevant notices, including planned procurements, tender notices, contract award notices, and contract change notices, for contracts at or above the applicable thresholds. FTS replaced the Official Journal of the European Union (OJEU) for UK procurement following Brexit.
Framework Agreement	An agreement setting the terms under which specific purchases can be made during the term of the arrangement.
Goods	Tangible items purchased or manufactured on request.
Grant	Non-commercial financial support given by the University to a recipient to achieve a public interest objective.
Innovation Partnership	A legacy procedure from PCR 2015 for R&D partnerships. Under PA23, similar outcomes can be achieved using the Competitive Flexible Procedure.
Invitation to Tender (ITT)	A formal request inviting suppliers to submit a proposal for delivering specified goods, services or works.
Legal Services	The University's in-house legal advisory function.
Light Touch Regime	Previously distinct under PCR 2015, services now procured under PA23 using flexible procedures with proportionate controls.
Most Advantageous Tender (MAT)	The bid offering best value considering price, quality, innovation, social value and other non-commercial factors under PA23.
Non-commercial Considerations	Factors that must not influence the Award Decision, such as undisclosed criteria or irrelevant personal characteristics.
Open Procedure	A single stage competitive process under PA23 where all interested suppliers may submit a tender without prior shortlisting.
Procurement	The process of sourcing, selecting, contracting and managing goods, services and works to meet the University's needs.
Procurement Documents	All documents issued to suppliers during the procurement process, including specification, terms, selection and award criteria.
Procurement Officer	A staff member within the University Procurement Team responsible for supporting compliant procurement activity.



Quotation	A simplified form of competition used for lower value purchases, governed by Quick Quote procedures.
Relevant Contract	A contract for goods, services or works to which these Rules apply, regardless of funding source.
Relevant Legislation	Includes the Procurement Act 2023 and its secondary legislation, along with other applicable statutory instruments.
Scheme of Delegation	The University's formal document outlining financial and procurement authority levels by role or grade.
Selection Criteria	The criteria used to assess a supplier's capability and suitability to participate in a procurement process.
Selection Questionnaire	A document used to collect information on a supplier's legal, financial and technical standing for selection purposes.
Services	The supply of time, effort or expertise rather than a physical product.
Services Concession Contract	A contract where payment is based on the right to exploit the service commercially rather than direct remuneration.
Social Value	The additional social, economic or environmental benefit generated by a contract, beyond the core deliverables.
Staff	University employees responsible for procurement decisions or managing contracts, including those under line or matrix management.
Standstill Period	The mandatory 8 working day period following a Contract Award Notice under PA23, before the contract is finalised.
State Aid / Subsidy Control	Support granted through public resources that could distort competition, governed by the UK Subsidy Control regime.
Supplier	A person or organisation who provides or bids to provide goods, services or works to the University.
Sustainable Procurement	Procurement that delivers economic, social and environmental benefits across the contract lifecycle.
Tender	A formal submission in response to an Invitation to Tender, outlining a supplier's offer.
Total Contract Value	The estimated full value of a contract over its total term, including all potential extensions and options.
Transfer of Undertakings (TUPE)	Regulations protecting employees' rights when a service or function transfers to a new provider.
Transparency Notice	A new notice under PA23 used to signal a planned Direct Award, increasing accountability and legal certainty.
University	The University of Exeter, or any part thereof responsible for procurement under these Rules.



Value for Money	The optimal use of resources to achieve the best outcomes, balancing economy, efficiency and effectiveness.
Works	Construction, repair or improvement of buildings, infrastructure or other physical structures.

SECTION A: General Information

2. Introduction

2.1 These Procurement and Contract Procedure Rules (“the Rules”) are the University’s policies governing the acquisition of Goods, Services, and Works. They apply to all Relevant Contracts, unless otherwise stated, and must be read in conjunction with the University’s Financial Regulations and relevant legislation, including the Procurement Act 2023.

2.2 The purpose of these Rules is to ensure that procurement activity:

- a. Delivers Value for Money;
- b. Meets all legal and regulatory obligations;
- c. Is conducted in a fair, transparent, and accountable manner;
- d. Supports the University’s strategic priorities, including sustainability and social value.

2.3 These Rules apply to all University staff, subsidiaries, and University controlled entities, as well as any third parties acting on behalf of the University (e.g. consultants or contractors). They are mandatory.

2.4 Staff must consult the University’s Procurement Team (“Procurement”) at the outset of any procurement activity for guidance and must not begin without appropriate authority (see section [Pre-Procurement Approval](#)).

2.5 Failure to comply with these Rules may result in disciplinary action (see [Non-Compliance with the Procurement Rules](#)).

2.6 If there is any uncertainty, staff must seek clarification from Procurement. A lack of understanding will not be accepted as an excuse for non-compliance.

2.7 Procurement is responsible for the governance, monitoring, and continuous improvement of these Rules.

3. Basic Principles

3.1 All procurement, contracting, and supplier management must:

- a. Comply with these Rules and Financial Regulations;



- b. Deliver Value for Money;
- c. Demonstrate high standards of ethics and professionalism;
- d. Comply with UK legislation including the Procurement Act 2023;
- e. Be consistent with the University's aims and policies;
- f. Be delivered through proportionate and risk based processes.

3.2 The following core principles, derived from UK procurement law, apply to all University procurements and supplier interactions:

- a. Transparency and openness
- b. Equal treatment and non-discrimination
- c. Proportionality
- d. Integrity and fairness
- e. Free and fair competition

4. Staff Responsibilities

4.1 University staff initiating or managing a procurement must:

- a. Comply with these Rules and Financial Instructions;
- b. Ensure that suppliers and third parties also comply;
- c. Consider relevant legal, financial, and technical input;
- d. Complete mandatory procurement training (e-learning or in person);
- e. Ensure no actual or perceived conflicts of interest exist (including those involving close family, financial interest, or prior relationships).

4.2 Before starting a procurement, staff must:

- a. Identify the requirement and confirm budget approval;
- b. Consider alternative delivery methods (make vs buy);
- c. Consult existing University contracts or framework agreements;
- d. Consider TUPE, sustainability, and safeguarding implications;
- e. For contracts valued £50,000 or more, prepare a Procurement Strategy;
- f. Conduct a conflict-of-interest assessment
- g. Pay due consideration to the ECCTA act and how the opportunity for fraudulent activity can be minimised in Procurement processes.

5. Procurement Responsibilities

Procurement is responsible for delivering a professional, customer-focused service that ensures;



- a. Legal and regulatory compliance (including Procurement Act 2023 requirements);
- b. Procurement risk mitigation and process integrity;
- c. Commercially sound and responsible sourcing decisions;
- d. Strategic alignment and value delivery across all contracts.

6. Prevention of Corruption and Collusion

6.1 All staff must avoid any behaviour that could distort or restrict competition, or otherwise compromise the fairness and integrity of the University's procurement activities.

6.2 It is strictly prohibited to offer, solicit, or accept any gift, payment, inducement, or other reward in connection with the award or performance of any contract or procurement activity. This applies to both staff and any third parties acting on the University's behalf.

6.3 Staff must comply at all times with:

- The University's Code of Conduct;
- The Bribery Act 2010;
- The Fraud Act 2006;
- The Economic Crime and Corporate Transparency Act 2023;
- Applicable anti-money laundering legislation.

Breaches may result in:

- a. Disciplinary action under the University's HR policies (including dismissal);
- b. Referral to legal services or external authorities;
- c. Civil or criminal liability.

7. Conflicts of Interest

7.1 All staff involved in any stage of a procurement process must declare any actual, potential, or perceived conflict of interest. This includes (but is not limited to) personal, financial, or professional interests involving:

- Themselves;
- Close family members;
- Partners, friends, or former colleagues;
- Organisations or suppliers with which they have current or past affiliations.

7.2 Where a conflict exists or may reasonably be perceived to exist, the individual must:

- a. Complete the Conflict-of-Interest Declaration Form (available from Procurement);
- b. Return the completed form before commencing or continuing any involvement in the procurement;



- c. Cooperate with Procurement or Legal Services to agree appropriate mitigations (e.g. stepping back from evaluation or changing team composition).

7.3 The Procurement Team is responsible for maintaining a Conflict of Interest Assessment for each procurement over £50,000.

7.4 Failure to declare a conflict of interest, or to follow agreed mitigations, may be considered a breach of the University's Code of Conduct and may result in:

- a. Exclusion from the procurement process;
- b. Escalation to HR or Legal Services;
- c. Disciplinary action under the University's internal procedures.

8. Responsible Procurement, Modern Slavery, and IR35

8.1 Procurement should actively embed Responsible Procurement within procurement decisions in line with its [Responsible Procurement Policy](#). For contracts above the threshold, suppliers may be asked to demonstrate environmental, social, and economic impacts.

8.2 Staff must consider the Modern Slavery Act 2015 throughout procurement and contract management. This includes conducting due diligence on suppliers and including contract clauses relating to ethical supply chains.

8.3 Where relevant, staff must follow the IR35 determination and compliance process, including issuing a letter of engagement and raising a purchase order that clearly references:

- a. Scope of services and deliverables
- b. People Services' Active Directory reference
- c. Agreed payment terms

Template documents are available at: [FAQs | Temporary Workers | University of Exeter](#)

9. Mandatory Notices under the Procurement Act 2023 (PA23)

To comply with the Procurement Act 2023 and associated secondary legislation, the following mandatory notices must be submitted via the central digital platform (currently Find a Tender) as applicable:



Notice Type	When Required
UK1 Pipeline Notice	For all planned procurements with an estimated value \geq £2 million. You should submit a Pipeline Notice PA23 within 56 days of the start of the financial year (April 1st), meaning by May 26th each year.
UK2 Preliminary Market Engagement Notice	Published to provide information about how the contracting authority will be engaging with suppliers, or how they have already done that.
UK3 Planned Procurement Notice	Published to provide early information about a competitive procurement. Reduces the minimum tendering period to 10 days for an above-threshold contract, if published between 40 days and 1 year before a linked UK4 tender notice.
UK4 Tender Notice	Published to advertise for tenders or requests to participate using a competitive tendering procedure
UK5 Transparency Notice	Published to provide transparency before making a direct award.
UK6 Contract Award Notice	Published after making an award decision and before a contract is signed, including when using a framework or if making a direct award. Starts the standstill period of at least 8 working days if one applies - the contract must not be signed until after this has ended.
UK7 Contract Detail Notice	Published after a contract has been signed, both above and below threshold. Must be published within 30 days of signature if above threshold (or 120 days for light-touch contracts). The contract document (redacted as necessary) must be attached within 90 days (or 180 days for light-touch contracts) for contracts over £5 million.
UK10 Contract Change Notice	Published before changing a contract's value or term, or if it is transferred due to corporate restructuring.
UK11 Contract Termination Notice	Published after a contract has ended, including when it has been completed successfully. Must be published within 30 days of the contract ending.
UK12 Procurement Termination Notice	Published if the procurement process for a contract has been cancelled and it will not be signed.
UK13 Dynamic Market Intention Notice	Published before a dynamic market is established, to notify suppliers that they can apply to join.
UK14 Dynamic Market Establishment Notice	Published after a dynamic market has been established, to notify contracting authorities that they can now use it, and which suppliers are part of it. Further suppliers can apply to join.



- UK15 Dynamic Market Modification Notice** Published after a dynamic market is modified, including when suppliers have been added or removed
- UK16 Dynamic Market Cessation Notice** Published after a dynamic market has ceased to operate. Contracting authorities can no longer use the market and suppliers cannot apply to join.

Responsibility for publishing notices lies with Procurement.

Staff involved in procurement processes must:

- a. Notify Procurement of key milestones and decisions;
- b. Provide accurate, timely information to support publication;
- c. Ensure no contract award or publication delay occurs due to inaction.

Failure to publish required notices may result in legal challenge or audit findings and could delay the contract start.

10. Summary of Roles and Responsibilities

Role	Responsibilities
End Users / Budget Holders	Define business need and project objectives Ensure budget approval Participate in evaluations
Evaluators	Review and score bids against criteria Declare conflicts of interest Follow evaluation guidance
Procurement Operations	Lead the procurement process for below £50,000 NET Publish statutory notices where required Prepare quotation documentation Ensure procedural compliance Manage and administer the eMarketplace portal
Strategic Procurement	Develop category strategies Lead on all procurement from £50,000 NET and above Lead on Supplier Relationship Management and engage with suppliers and stakeholders
Legal Services	Draft and review contract terms Advise on TUPE, intellectual property, liabilities, and contractual risks



Section B: Pre-Procurement

11. Pre Market Engagement (PME)

11.1 Purpose and Scope

Market engagement is encouraged where it helps define need, refine specifications, understand supplier capabilities, or inform commercial approaches.

Under PA23, engagement must be conducted fairly and transparently and must not distort competition.

11.2 Permissible Engagement Activities

Examples of permitted activities include:

- a. Supplier questionnaires
- b. Technical requirement checklists or RFIs
- c. Webinars or supplier forums
- d. Soft market test letters
- e. One-to-one structured calls with niche suppliers (See PME Library on Procurement SharePoint for templates and examples.)

11.3 Principles and Requirements

Staff must:

- a. Seek Procurement advice before any market engagement
- b. Document engagement method, questions asked, suppliers approached, and outcomes
- c. Avoid bias or preferential access to information
- d. Share any engagement outputs (e.g. refined specs or Q&A summaries) equally with all tenderers

11.4 Preliminary Market Engagement Notices (PA23 Requirement)

If PME is conducted (including informal supplier conversations), a Preliminary Market Engagement Notice must be published via the Central Digital Platform. Procurement will publish this.

If a decision is made in conjunction with Procurement to not undertake PME then the reasons for this must be documented in the Procurement Strategy.

11.5 Documentation and Record Keeping

Details of the PME must be recorded for all procurements \geq £50,000 or where engagement is undertaken.

This ensures:



- a. Compliance with PA23
- b. A clear audit trail
- c. Cross project learning

12. Pre-Procurement Approval

12.1 Procurement Advice and Sign Off

Staff must:

- a. Engage Procurement at the earliest stage;
- b. Support the completion of any required documentation (e.g. Procurement Strategy for \geq £50k contracts – [see section The Procurement Strategy](#));
- c. Provide confirmation of how the resulting contract will be funded and sufficient evidence that this is either in place (Revenue/3rd party funded) or will be requested (Capital projects).
- d. No procurement activity may begin (including supplier contact or drafting specifications) without documented approval from Procurement Services.

12.3 Reminder: Internal Governance and Compliance

Failure to complete the steps in this section may result in:

- a. Delay to the procurement process;
- b. Escalation to Finance, Legal, or Audit;
- c. Disciplinary action for non-compliance under [Non-Compliance with the Procurement Rules](#).

13. Total Contract Value

13.1 Why This Matters

The Total Contract Value (TCV) determines:

- a. Whether procurement thresholds are triggered
- b. Which procedures and notices apply under the Procurement Act 2023
- c. What level of approval and scrutiny is required

TCV must be calculated before any procurement begins.

13.2 General Definition

The TCV is the total estimated monetary value of a contract over its full potential duration, excluding VAT.

This includes:



- a. Base term and all optional extensions
- b. All charges, fees, and rates
- c. Associated costs (e.g. training, consumables, disposal)
- d. Any options, upgrades, or performance bonuses

13.3 Step by Step: How to Calculate TCV

Scenario	Calculation Approach
Fixed-term contract (e.g. 3 years)	Multiply annual cost by contract duration
Contract with optional extensions	Include base term + all optional extensions (e.g. 3+1+1 = 5 years total)
Framework or DPS	Total estimated spend across all departments and users over the life of the agreement
Indefinite or rolling contracts	Assume a 4 year term or use historical data from similar contracts
Concession contracts	Estimate the gross revenue or benefit to the supplier over the full term
Innovation partnerships	Include value of all R&D stages plus any eventual supply of goods/services

13.4 Timing of the Calculation

TCV must be calculated:

- Before publishing any procurement notice
- Before requesting quotes/tenders
- Before awarding a contract

If the scope changes materially (e.g. significant increase in volume or duration), the TCV must be reassessed and notices or strategy updated accordingly.

14. Thresholds

14.1 Why Thresholds Matter

Procurement thresholds determine:

- a. The route to market (e.g. quotation, competitive tender, direct award)
- b. Whether mandatory notices are required under the Procurement Act 2023
- c. Which approval levels and supporting documents (e.g. Procurement Strategies, evaluations) are needed

All contract values must be calculated excluding VAT, using the rules in Section 13: Total Contract Value.



Current PA23 thresholds live as of Jan 2026 are - <https://www.gov.uk/government/publications/ppn-023-2026-threshold-amounts/ppn-023-2026-threshold-amounts-html>

14.2 Summary of Key Goods and Services Thresholds

Total Contract Value (excl. VAT)	Minimum Procurement Action	Governing Framework
£0-9,999	One written quote recommended	University Fin Regs
£10,000-£24,999	Three written quotations ran by Procurement Operations	University Fin Regs
£25,000-£49,999	Formal quotation process ran by Procurement Operations	University Fin Regs
£50,000-£UK Threshold (Goods/Services)	Formal University tender process Procurement Strategy required	University Fin Regs
£50,000-£UK Threshold (Works)	Where agreed with Strategic Procurement, clients may run their own process, but this must be agreed with the Head of Procurement.	
≥ £UK Threshold (Goods/Services)	PA23 compliant open competition, including all mandatory notices	Procurement Act 2023
≥ £UK Threshold (Works)		

Always consult Procurement before starting a procurement. The correct route must be followed based on total contract value, not annual spend.

Works typically include construction, refurbishment, or major infrastructure projects. If unsure whether your contract qualifies as “Works,” contact Procurement Services.

14.3 Below Threshold Procurements

Under PA23, Below Threshold Procurements are still subject to the core legal principles of:

- a. Transparency
- b. Proportionality
- c. Equal treatment
- d. Non-discrimination

Staff must ensure:

- a. The process is fair, proportionate, and justifiable
- b. Total contract value is accurately calculated and not artificially split
- c. University templates and procedures for quotations or tenders are used
- d. Records are kept of supplier engagement and decision making



Voluntary Notices: A Below Threshold Tender Notice may be published for higher risk or sensitive procurements. Procurement must be consulted before doing so.

Even if notices are not required, below threshold contracts may still face audit or legal scrutiny if poorly documented or unfairly awarded.

14.4 European Union derived Funding

If any form of EU derived funding applies:

- a. Separate rules and thresholds may override internal ones
- b. Staff must consult Procurement before proceeding
- c. You may be required to follow stricter audit, publication, and evaluation processes

15. The Procurement Strategy

15.1 When a Strategy Is Required

A Procurement Strategy is mandatory for all procurement processes with a Total Contract Value of £50,000 or more (see [Total Contract Value](#) for how to calculate value).

It is a key document that sets out how the University will:

- a. Approach the market
- b. Achieve value for money
- c. Comply with legal and internal requirements
- d. Manage risk

You must contact Procurement at the outset of any procurement over £50,000 to agree the appropriate route and begin strategy development.

15.2 Purpose of the Strategy

The strategy helps ensure that:

- a. The right procurement approach is used (e.g. open competition, framework call-off)
- b. The process complies with PA23 and internal rules
- c. Commercial, legal, and operational risks are managed
- d. The resulting contract delivers best value, social impact, and performance
- e. It also supports audit trails and executive sign off.

15.3 What to Include in the Strategy

The Procurement Strategy should be proportionate to the value, risk, and complexity of the procurement. As a minimum, it must address:



- a. Context and Justification
- b. The background and business need for the procurement
- c. Any Best Value reviews or prior audit recommendations
- d. Details of any pre-market engagement undertaken (see [Pre Market Engagement \(PME\)](#))
- e. Scope and Objectives
- f. Summary of what's being procured
- g. Key deliverables and performance expectations
- h. Social value or sustainability goals, where applicable
- i. Commercial Principles
- j. Contract length and structure
- k. Whether it includes options, extensions, or lots
- l. Key commercial risks and mitigation
- m. Procurement Approach
- n. Route to market (e.g. open tender, framework call-off, direct award)
- o. Compliance with PA23 and thresholds
- p. Rationale for chosen procedure (e.g. restricted/open procedure)
- q. Evaluation and Award
- r. Proposed evaluation criteria and weighting (MAT)
- s. Panel roles and responsibilities
- t. Scoring methodology
- u. Risk and Impact
- v. Strategic, financial, legal, and reputational risks
- w. Business continuity and supplier resilience
- x. TUPE implications or data protection considerations
- y. Cost and Value
- z. Total estimated contract value (see [Total Contract Value](#))
- aa. Breakdown of anticipated costs over time (e.g. set up, maintenance, disposal)
- bb. Any relevant VAT or tax issues
- cc. Contract Management
- dd. How performance will be monitored
- ee. Key KPIs or milestones
- ff. Contract owner and review frequency

15.4 Sign Off Requirements

The Procurement Strategy must be signed off by:

- Budget Holders or Project Leads must review and approve
- Procurement will sign off all strategies to ensure compliance
- Legal Services may be involved where appropriate



- A signed Procurement Strategy is required before advertising or issuing any procurement documents.
- A standard template is available from Procurement and must be used unless the tender is lead by Estates services.

15.6 Variations to an Approved Strategy

If the procurement plan needs to change after strategy approval (e.g. different route, extended timescale, revised scope), a formal variation must be agreed with Procurement and documented in writing. The revised strategy must still meet the original objectives and remain compliant.

16. Relevant Legislation

16.1 Why It Matters

All procurement and contracting activity must comply with applicable UK law. Understanding relevant legislation ensures:

- Legal and regulatory compliance
- Protection of the University’s reputation and interests
- Ethical and inclusive procurement
- Readiness for audit, scrutiny, or challenge

Ignorance of the law is not a defence. Staff are expected to understand which rules apply and seek advice where needed.

16.2 Key Legislation to Consider

The following legislation may apply to your procurement. Procurement and Legal Services can help interpret and apply these as required.

Legislation	What It Covers	Implications for Procurement
Procurement Act 2023	Governs all public procurement processes	Applies to all procurements above threshold; mandates notices, fair treatment, and transparent procedures
Freedom of Information Act 2000	Public access to information	Contracts may be disclosed under FOIA, avoid overpromising confidentiality
UK GDPR & Data Protection Act 2018	Handling personal data	Contracts must include appropriate data processing clauses where personal data is involved
Equality Act 2010	Non-discrimination and accessibility	Procurement must be inclusive and not disadvantage protected groups



Modern Slavery Act 2015	Tackling modern slavery and exploitation	Include modern slavery clauses and due diligence in supplier checks, especially for high risk sectors
Public Services (Social Value) Act 2012	Improving social, economic, and environmental outcomes	Consider how the procurement can deliver social value as part of your strategy
TUPE Regulations 2006	Protects employees in service transfers	If a contract may result in staff transfer, legal advice must be obtained and TUPE included in documents
Concession Contracts Regulations 2016 (if applicable)	Public private revenue generating contracts	Apply if the contractor earns income from third parties, e.g. catering, car parks
Sector specific regulations	Depends on what is being bought	E.g. OfS rules, NHS terms, building regulations - check with Legal or Procurement

16.3 Assessment of which laws apply

Procurement Services will work with you to:

- a. Check which laws apply. The Procurement Strategy template (see [The Procurement Strategy](#)) includes prompts to help identify legal issues early.
- b. Seek advice early from Procurement and/or Legal Services if your contract involves:
 - a. Personal data
 - b. Staff transfers (TUPE)
 - c. Intellectual property
 - d. Grant or external funding
 - e. Social value or sustainability conditions
- c. Use approved templates-they're written to be legally compliant.
- d. Don't delay - legal risks often increase if issues are only identified late in the process.

16.4 Contracts and Terms

Standard contract terms used by the University are pre-approved for compliance with the laws above. Any changes must be reviewed by Legal Services.

If a supplier insists on using their own terms, or if you are unsure what terms to apply, contact Procurement or Legal.

17. Relevant Policy



17.1 Why It Matters

Procurement decisions must reflect the University's strategic priorities and values. This includes acting ethically, promoting sustainability, supporting local and inclusive supply chains, and ensuring responsible use of public funds. The University's current policies can be found on the University website.

Note: Some projects may also be governed by specific policies relating to funding (e.g. UKRI, Horizon Europe) or sector specific frameworks (e.g. OfS, NHS).

17.3 What Staff Must Do

When planning or managing a procurement, staff must:

- a. Identify relevant policies early, especially if the procurement is high value or high risk
- b. Consult Procurement for advice on how to reflect policy in specifications, evaluation criteria, and contract clauses
- c. Use approved templates that already embed key policies (e.g. sustainability and EDI clauses)
- d. Consider including social value, environmental, or ethical criteria in the Procurement Strategy (see [The Procurement Strategy](#))
- e. Where necessary, consult with Legal Services or specialist colleagues (e.g. Sustainability, Digital Services)

18. Collaborative Procurement

18.1 What is Collaborative Procurement?

Collaborative procurement involves the University working with other organisations to jointly purchase goods, services, or works. It can help deliver better value, reduce duplication, and support shared goals, but it also introduces complexity and legal risk.

18.2 When the University Leads

If the University is leading a collaborative procurement:

- a. These Procurement and Contract Procedure Rules must apply as a minimum.
- b. Staff must not commit the University to lead or participate without prior written agreement from the Chief Purchasing Officer.
- c. A collaboration agreement is required for all formal joint procurements to define roles, responsibilities, and protections.

Collaboration agreements should include:

- a. The scope and purpose of the collaboration
- b. Legal and financial responsibilities of each party



- c. Governance, decision-making, and dispute resolution arrangements
- d. Exit strategy and onboarding of new partners
- e. Audit and reporting mechanisms
- f. Any cost-sharing or funding provisions

Legal Services must be consulted to draft or review the collaboration agreement. All parties must sign before procurement activity begins.

18.3 When Another Organisation Leads

If another public body (e.g. a university, NHS Trust, local authority, or consortium like CCS) is leading the procurement:

- a. Their procurement rules and procedures apply
- b. The process must still comply with all relevant legislation (e.g. PA23)

Staff must confirm that:

- a. A valid competitive process has been followed
- b. The contract terms meet UoE standards (e.g. liability, IP, TUPE)
- c. Risks to the University are identified and mitigated

If in doubt, consult Procurement Services before proceeding.

18.4 Informal Collaborations

Where no formal agreement exists:

- a. Staff must document how the arrangement meets the requirements of these Rules
- b. Approval must be sought through the appropriate route (see the Scheme of Delegation)

18.5 Key Reminders

Do not engage in collaborative procurement without:

- a. CPO approval (if UoE is leading)
- b. Legal input (for formal agreements)
- c. Procurement oversight (to ensure compliance and risk management)

Collaborative procurement can unlock value but only if it's properly structured and clearly governed.



SECTION C: The Procurement Process

19. Standard Procurement Documents

19.1. The University has a set of standard templates for use when conducting any procurement or contracting activity, deviation from these must be agreed by Procurement or Legal Services.

19.2. Standard documents include:

- Invitation to Quote (ITQ) and Invitation to Tender (ITT) templates
- Terms and Conditions of Contract
- Evaluation Templates
- Pricing schedules
- Procurement Specific Questionnaires
- Assessment Summaries

19.3. These templates are maintained by Procurement and available via Sharepoint or on request. Where variations are required (e.g. to meet technical or legal needs), staff must consult:

- Procurement for amendments to procurement documentation.
- Legal Services for amendments to contract terms.

19.4. Staff must not accept supplier issued terms and conditions unless this has been set out in the Procurement Strategy and formally reviewed and approved by Legal Services.

20. Procurement Route

20.1 Depending on the Total Contract Value and Procurement Strategy the procurement will follow a prescribed process. The processes for **£0-£49,999** are defined within section 14.

20.2 For procurements where the value is above **£50,000** but below the UK Procurement threshold (detailed in section 14), an Invitation to tender process should be followed that is based on the Above Threshold Open Procedure. The need for a Procurement Specific Questionnaire should be reviewed before use.

20.3 For procurements where the value is above the UK Procurement threshold (detailed in section 14), there are the below primary options open to the Procurement lead as the route to market:

- Open Procedure
- Competitive Flexible Procedure
- Framework Call off (either 3rd party or UOE)
- Direct Award



Details of these procedures can be found in the Procurement SharePoint site - [Process Flows_Checklists](#)

21. Framework Agreements

19.1. A Framework Agreement is a procurement arrangement between one or more contracting authorities (e.g. universities, councils, government departments) and one or more suppliers. It sets out the terms and conditions under which future contracts (also known as call-off contracts) can be awarded during the life of the framework. These terms usually cover pricing, service standards, and ordering procedures.

19.2. There are two types of Framework Agreement under PA23 with the rules governing them being:

- Open Framework – Maximum of 8 years but must be re-opened for new entrants within the first 3 years. Suppliers can be refreshed when the framework is re-opened. They may be single supplier or multi supplier. If single supplier can only be 4 years from the date it became a single supplier framework (note if the framework is lotted, only the lot with a single supplier must revert to a maximum of 4 years from that point forward, other lots can continue as set at the outset).
- Closed Framework – Maximum length of 4 years. No changes to suppliers on the framework during the life of the framework. They may be single supplier or multi supplier.

19.3. If the University uses a multi supplier framework, contracts may be awarded either:

- a. Without reopening competition: if the framework terms are sufficiently specific, and all suppliers can be ranked or rotated in line with those terms.
- b. With further competition: if the requirements are not fully specified in the framework and additional detail or pricing is needed.

19.4. Only suppliers listed on the framework can be invited to bid. Staff should not use more than one framework for a single procurement.

19.5. Framework Agreements may allow for contracts to extend beyond the life of the framework itself but only if this is stated clearly in the original framework terms and does not distort competition (e.g. by locking in long-term contracts just before a framework expires).

19.6. Further competition under a framework (for procurements above the relevant threshold) should include a Standstill Period, publication of a Contract Award Notice and Contract Details Notice in accordance with legislation.

19.7. The specific rules of the framework must be followed precisely. Staff must consult with Procurement before using any framework to confirm that:

- a. The framework is valid and available for use.
- b. The contract value is within the remaining capacity (known as “headroom”) of the framework.



19.8. After a contract valued at £25,000 or above is awarded through a framework, a Contract Award Notice must be published on Find a Tender Service.

Further guidance on using frameworks is available from Procurement or the Government's commercial guidance at: <https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-define-phase/guidance-frameworks-html>

22. Dynamic Markets

20.1. A Dynamic Market (DM) creates a list of suppliers who have passed a set of conditions of membership to a DM but have not been awarded a formal place on a procurement vehicle. Suppliers can join or leave a DM at any point during its life cycle.

20.2. DM's may be established by the University or by other public bodies and consortia. The University may access these with Procurement approval.

20.3. When operating a DM, the University must:

- a. Advertise the DM opportunity in accordance with the Procurement Act 2023.
- b. Allow suppliers to apply at any time during its lifecycle.
- c. Evaluate applications within ten working days.
- d. Admit all suppliers that meet the published selection criteria.

20.4. When awarding a contract under a DM:

- a. The value of the contract must be more than the UK Procurement threshold.
- b. A competitive flexible procedure must be run among all suppliers on the system (or within a relevant 'lot').
- c. Tenders must be evaluated, and contracts awarded in line with the original DM rules.

23. When to Use a Framework or Dynamic Market

21.1. Staff must use a Framework Agreement or DM where:

- a. One has been approved by Procurement for the relevant goods, services, or works.
- b. It offers value for money and aligns with University objectives.

21.2. Frameworks and DM are particularly useful where:

- a. The University regularly procures similar items or services.
- b. The aggregated spend over time exceeds the UK procurement thresholds.



21.3. Where a suitable framework or DM does not exist, staff must follow the procurement routes outlined in Section B.

24. Light Touch Regime (LTR)

24.1 What is the Light Touch Regime?

The Light Touch Regime is a specific set of rules under the Procurement Act 2023 that applies to certain health, social, educational, and community services. These are listed in Schedule 1 of the Act.

LTR allows more flexibility in how procurements are conducted, but it does not remove the obligation to act fairly, transparently, or competitively.

24.2 When Does LTR Apply?

LTR applies when:

- a. The services being procured fall under Schedule 1 of the Procurement Act 2023.
- b. The Total Contract Value meets or exceeds the LTR threshold:

If your service is covered by Schedule 1 but the value is below this threshold, standard internal below threshold procurement rules (e.g. quotes or tenders) apply instead.

Examples of LTR services include:

- Student welfare services
- Counselling or mental health services
- Education and training
- Healthcare or nursing support
- Some cultural and recreational services

See the full Schedule and guidance here: [Government Guidance: Light Touch Contracts \(PA23\)](#)

24.3 Key LTR Principles

Even with flexibility, the procurement must still:

- a. Be proportionate to the value, complexity, and risk of the contract
- b. Follow the core procurement principles of:
 - c. Transparency
 - d. Equal treatment
 - e. Non-discrimination
 - f. Be published if over the threshold

You must not use LTR to avoid competition or to favour a preferred supplier.



24.4 What is Required Over the Threshold?

If the LTR threshold is met or exceeded:

- a. You must publish a Tender Notice via the central government digital platform (Find a Tender)
- b. You must follow a fair, open, and competitive process
- c. You must publish a Contract Award Notice once the contract is let

Unlike other procedures, you can tailor:

- a. Timelines (e.g. no minimum timescales)
- b. Selection or award stages
- c. Evaluation methods

But this must still be clearly defined up front and followed consistently.

24.5 What Staff Must Do

If you think your procurement may fall under the Light Touch Regime:

- a. Check if your service is listed in Schedule 1 of PA23.
- b. Calculate the TCV using [Total Contract Value](#).
- c. Consult Procurement before proceeding; they will confirm:
 - o Whether LTR applies
 - o Which procedures and notices are required
 - o How to structure your procurement

All LTR procurements (above or below threshold) must still be documented using standard templates.

24.6 Summary Table

Scenario	What to Do
Schedule 1 service, under threshold	Follow internal procurement thresholds (e.g. quotes or tender)
Schedule 1 service, over threshold	Publish Tender Notice, run fair competition, publish Award Notice
Unclear whether LTR applies	Ask Procurement for guidance

25. Developing the Specification

25.1 Why Specifications Matter

A good specification is the foundation of any successful procurement. It defines what you are buying, sets expectations for performance and delivery, and ensures suppliers can respond fairly and competitively. Under the Procurement Act 2023, clear and proportionate specifications are required to:



- a. Ensure fair and open competition
- b. Support transparency and equal treatment
- c. Deliver the University’s intended outcomes

A weak or vague specification can lead to:

- a. Non-compliant bids
- b. Disputes with suppliers
- c. Higher costs or delivery risks

25.2 What This Means in Practice

Staff responsible for a procurement must work with Procurement to draft a specification that is:

- a. Clear - suppliers can understand and respond accurately
- b. Measurable - performance can be monitored and evaluated
- c. Proportionate - not overly restrictive or prescriptive
- d. Outcome-focused - where possible, stating what is needed rather than how to do it

25.3 Types of Specification

Type	Description	When to Use
Input-based	Details the exact materials, equipment, or process required	For technical goods or services with strict standards
Output-based	Focuses on the outcomes to be delivered (e.g. “maintain temperatures at X”)	For services where innovation or flexibility is beneficial
Performance-based	Sets minimum performance standards and allows suppliers to propose their approach	Encourages best value and supplier innovation
Hybrid	Combines aspects of input, output and performance	Often used in complex or high-value contracts

Procurement will advise on which format best suits your requirement.

25.4 What to Include in a Specification

A good specification typically includes the following:

- Background and context
- Purpose of the contract
- Who will use the goods/services
- Relevant strategic aims or legal obligations
- Scope of requirements
- What is included (and excluded)
- Detailed description of deliverables



- Standards and compliance
- Required accreditations or certifications
- Regulatory, safety or environmental standards (e.g. ISO, GDPR, Health & Safety)
- Quality and performance requirements
- Expected service levels or output quality
- Response times, uptime, resolution targets
- Sustainability and social impact
- Any applicable UoE sustainability goals or social value criteria
- Reuse, repair, carbon impact, community benefits
- Delivery and timescales
- Start and end dates
- Milestones or deadlines
- Training and support
- Any training required for staff
- Ongoing support arrangements
- KPIs or monitoring
- How performance will be measured
- How underperformance will be addressed

25.5 Tips for Writing Specifications

- Use plain English - avoid jargon unless clearly defined.
- Avoid naming brands or products unless necessary. If unavoidable, include “or equivalent”.
- Do not build in supplier specific knowledge or assumptions.
- Always check with Procurement before finalising a draft.

25.6 Specification Review and Sign Off

All specifications for procurements £50,000 and above must be reviewed by Procurement before being published. Procurement will check:

- a. Legal and regulatory compliance
- b. Clarity and fairness
- c. Alignment with PA23 and UoE policies

26. Selection Criteria (Including Exclusion Grounds)

26.1 What Are Selection Criteria?



Selection criteria are used to assess the legal status, technical ability, and financial standing of potential suppliers. They can either be used to down-select to a smaller pool of tenderers or used to ratify a preferred bidder before contract award.

Selection criteria must be:

- a. Relevant to the subject matter of the contract
- b. Proportionate to the contract's complexity, value, and risk
- c. Applied consistently and fairly

Selection criteria are not about the price or quality of the specific offer. Those are assessed later under award criteria (see [Award Criteria and the Most Advantageous Tender \(MAT\) Approach](#)).

26.2 What This Means in Practice

All procurement exercises over the UK Procurement threshold must include a formal Selection Stage using the standard Selection Questionnaire or equivalent approach.

Procurements between £50,000 and the UK Procurement threshold should consider whether a Selection Stage is appropriate. This should form part of the Procurement Strategy.

Staff must:

- a. Use University approved PSQ templates
- b. Include all mandatory and discretionary exclusion grounds
- c. Ensure criteria are proportionate and transparent
- d. Evaluate supplier responses against published pass/fail or scored criteria

26.3 Mandatory and Discretionary Exclusion Grounds (PA23)

Under the Procurement Act 2023, suppliers may be excluded from bidding based on certain grounds. These apply across all contracts, regardless of value.

Mandatory Exclusion Grounds

If a supplier (or its key personnel) has been convicted of the following, it must be excluded unless an exemption applies:

- Participation in organised crime
- Corruption or bribery
- Terrorist offences
- Human trafficking or exploitation
- Money laundering
- Certain tax or social security evasion offences
- Discretionary Exclusion Grounds



The University may exclude a supplier if there is evidence of:

- Significant or persistent poor performance on previous contracts
- Bankruptcy or insolvency (without recovery plans)
- Conflicts of interest not properly managed
- Misrepresentation or failure to provide requested information
- Environmental, social, or labour law breaches
- Professional misconduct

Full guidance on exclusion grounds is available from: [‘Guidance: Exclusions’](#).

26.4 Common Selection Criteria Used by UoE

- Legal status (registered company, charity, etc.)
- Financial standing (turnover, credit rating, insurance)
- Technical capacity and experience
- Health & Safety policy
- Equality and Diversity compliance
- Data Protection compliance
- Sustainability policies
- References or case studies to prove capability to deliver the type of Goods/Services/Works being procured

Procurement will help tailor these depending on the contract’s risk and complexity.

27. Award Criteria and the Most Advantageous Tender (MAT) Approach

27.1 What Are Award Criteria?

Award criteria are the factors used to evaluate tenders and decide which Bidder offers the best overall value. These criteria are published in advance and applied consistently to all bids.

Under the Procurement Act 2023, contracts must be awarded based on the Most Advantageous Tender - a flexible concept that moves beyond purely economic value to include quality, innovation, social value, and resilience.

Do not confuse selection criteria (supplier suitability) with award criteria (bid quality). Selection is covered in [Selection Criteria \(Including Exclusion Grounds\)](#).

27.2 What is the Most Advantageous Tender?



The MAT is the bid that best meets the stated objectives of the procurement, not just the cheapest. It allows the University to design award models that reflect:

- a. Strategic fit
- b. Environmental or social outcomes
- c. Innovation and long-term value
- d. Delivery quality and reliability

This flexibility replaces the former "MEAT" model under previous regulations.

What this means in practice: You're not obliged to use a standard 60% quality / 40% price model. You can set a different balance or even award on quality alone (with justification).

27.3 Designing Award Criteria

Award criteria must:

- a. Be relevant to the subject matter of the contract
- b. Be clear, objective, and measurable
- c. Be published in the tender documents
- d. Allow meaningful comparison between bids

Examples include:

- Technical merit (e.g. methodology, implementation plan)
- Team experience and capacity
- Sustainability or carbon reduction impact
- Innovation
- Risk mitigation plans
- Price or whole life cost

27.4 Evaluation Models and Weighting

The evaluation model defines how each bid will be scored and weighted. This must be set before tenders are issued.

Weighting Examples:

Quality and Price:

Criterion	Weighting
Quality	70%
Price	30%

Or for a quality only model (justified for high risk or innovation based procurements):

Criterion	Weighting
Quality	100%
Price	0%



For above threshold procurements, the MAT criteria and evaluation methodology must be published in the Tender Notice and documents.

27.5 Scoring

Use a standard scoring scale (e.g. 0-5) and define what each score means. Ensure evaluators are consistent and record justification for scoring as this is necessary for the Assessment Summary process.

Score	Categorisation	Evaluation description
0	Cannot be scored	No response has been provided or the response provided does not adequately address the relevant question to allow for a proper assessment to be made.
1	Poor	The response provides inadequate detail and does not demonstrate that the supplier meets the requirements in most of the areas with omissions in relation to the proposed solution to deliver the service. As a result, the scorer lacks confidence that the supplier understands the requirements and is capable of delivering them.
2	Below expectations	The response contains some omissions and / or is not well supported by evidence / examples. As a result, the scorer has some concerns about the supplier's ability to deliver / that they have failed to meet a reasonable standard.
3	Adequate	The response demonstrates an understanding of the requirement but lacks evidence, detail and/or assurance to support how the requirements will be met. As a result, the scorer has some confidence that the supplier understands the requirements but has some reservations of their capability of delivering them due to lack of evidence support this.
4	Good	The response demonstrates with a good level of detail, evidence and/or assurance how most of the requirements will be met in all key areas but may have a small number of minor reservations. As a result, the scorer is confident that the supplier understands the requirements, is capable of delivering them to a good standard.
5	Excellent	The response is comprehensive and well evidenced demonstrating expertise and knowledge incorporating value & other points of innovation aligned to the organisations' tender requirements. The response fully captures the understanding of the steps involved to deliver the aspects of the question posed. As a result, the scorer has a very high level of confidence of the Bidder's experience and ability to deliver to a high standard.

27.6 Mandatory vs Desirable MAT Criteria

Some award criteria may be mandatory (e.g. must meet a certain quality threshold), while others may be desirable and scored.

Be transparent: You must state in the tender documents whether failure to meet certain award criteria will result in disqualification.

27.7 Involving Stakeholders



Involve relevant internal stakeholders when developing award criteria, such as:

- a. End users
- b. Technical leads
- c. Sustainability or social impact advisors
- d. Procurement

Procurement will support you to ensure compliance and fairness.

27.8 Final Checks

Before issuing a tender:

- a. Confirm award criteria reflect the contract's key success factors
- b. Check weightings and scoring are proportionate and justifiable
- c. Ensure consistency between tender documents and the Tender Notice

28. Site Visits

28.1 Scope and Purpose

Site Visits may be offered to Bidders where it is deemed that they would gain greater benefit from seeing the site at which the contract will be delivered rather than a written description.

Site visits should be clearly set out in the tender documents and offered to all bidders in a fair and transparent manner. Questions asked at a site visit should be collated and responses published to all bidders, including those who did not attend the site visit.

29. Managing Presentations & Demonstrations

29.1 Purpose and Scope

Presentations, site visits, and demonstrations can provide valuable insights into a supplier's capability, proposed solution, or suitability, particularly for complex or service-based procurements.

These activities are permitted under the Procurement Act 2023, but they must be planned carefully and conducted fairly, transparently, and consistently. You can't invite one bidder to present without offering the same opportunity to all others, unless it's clearly defined as part of the process.

29.2 When to Use These Activities

Use presentations, site visits or demos when:

- a. The solution is complex or includes user facing elements (e.g. software systems, front-line services)
- b. The service quality depends heavily on approach, culture or environment
- c. There is a need to assess technical suitability, usability, or team interaction



These can take place during the evaluation stage (if defined in the award criteria), or after provisional scoring (e.g. for clarification or confirmation).

29.3 Planning Presentations and Demonstrations

If you intend to include presentations or demonstrations:

- a. State this clearly in the tender documents
- b. Include when they will occur
- c. What suppliers must prepare
- d. How they will be evaluated (if scored)
- e. Apply consistently
- f. All bidders must be given equal opportunity, with similar timescales and questions
- g. Define whether presentations are scored

If they affect the final evaluation, they must form part of the Award Criteria (see [Award Criteria and the Most Advantageous Tender \(MAT\) Approach](#))

If used for clarification only, no new scores should be awarded, however if set out in the tender document they can be used to adjust scores given to the written responses.

29.5 Scoring Presentations or Demonstrations (Optional)

If scoring is used:

- a. Include evaluation criteria and weightings in the ITT
- b. Use standard scoring templates
- c. Ensure all evaluators attend each session
- d. Apply moderation after all presentations are complete

30. Abnormally Low Bids

30.1 What Is an Abnormally Low Bid?

An abnormally low bid is one that appears suspiciously cheap in relation to the scope, complexity, or risk of the contract, to the point that it raises doubts about the supplier's ability to deliver.

What this means in practice: If a bid seems "too good to be true," it probably is and you are required to investigate before awarding a contract.

30.2 Legal Requirements Under PA23

Under the Procurement Act 2023, contracting authorities must take appropriate steps if a bid appears abnormally low. You are not allowed to ignore it or proceed without investigation.



The University must:

- a. Identify the concern (e.g. a bid significantly below others)
- b. Request an explanation from the supplier in writing
- c. Evaluate the response carefully and document the decision
- d. Reject the bid if it fails to demonstrate the supplier can perform the contract properly

30.3 Common Causes of Abnormally Low Bids

- a. Pricing errors or omissions
- b. Misunderstanding the specification
- c. Use of unsustainable business models (e.g. unpaid staff, unrealistic margins)
- d. Intentional under pricing to win the contract (known as "loss leaders")

Example: A supplier quotes half the price of all others in a tender for 24/7 on site support. On review, their staffing model does not cover night shifts. This is grounds for rejection.

30.4 How to Spot an Abnormally Low Bid

Check if the bid:

- a. Is significantly lower than all other offers
- b. Is well below your internal budget estimate
- c. Includes very low labour or materials costs
- d. Makes assumptions that appear unrealistic
- e. Is incomplete or omits key deliverables

30.5 Steps to Take

If you suspect an abnormally low bid:

- a. Flag it early
- b. Notify Procurement immediately
- c. Request clarification in writing
- d. Ask the supplier to explain how their bid is sustainable
- e. Set a clear deadline for the response
- f. Assess the explanation
 - a. Was the pricing error genuine?
 - b. Can they meet the spec?
 - c. Are their proposed resources, costs, or methods credible?
- g. Make a reasoned decision
- h. Accept the explanation if sufficient
- i. Reject the bid if it remains unsustainable or non-compliant
- j. Document everything



- k. Keep written records of the query, response, and your rationale

30.6 When You Must Reject

You must reject a bid if:

- a. It is abnormally low and
- b. The supplier fails to adequately explain how they can deliver the contract

You may still reject even with an explanation if:

The response reveals legal or ethical concerns (e.g. labour rights violations, breach of tax or environmental law)

31. Clarifications and Post-Tender Negotiation

31.1 What's the Difference?

Clarifications are used to resolve ambiguity or confirm understanding of a tender submission without changing it.

Post tender negotiation is used to improve or refine an offer (e.g. better pricing, terms) after tenders have been submitted, but only in specific, controlled circumstances as part of a Competitive Flexible procedure.

What this means in practice: You can clarify missing or unclear information, but you cannot let suppliers rewrite their bids unless you're using a procedure that allows for it.

31.2 Clarifications: When and How?

Clarification is permitted when:

- a. A response is unclear or inconsistent
- b. Minor administrative issues need resolving
- c. Confirmation of a specific statement is required

You must not:

- a. Allow suppliers to add new content or revise pricing
- b. Give one bidder an unfair opportunity to strengthen their bid

How to do it:

- Always issue clarifications in writing
- Use the University's e-Tendering platform where applicable
- Ask precise questions and request factual answers
- Keep an audit trail of all correspondence



31.3 Post Tender Negotiation: When Is It Allowed?

Under the Procurement Act 2023, post tender negotiation (or flexible award-stage interaction) is only allowed if:

- a. The procurement procedure selected permits it (e.g. Competitive Procedure with Negotiation)
- b. The rules were set out in advance in the tender documents
- c. All suppliers are treated equally, and there is no distortion of competition

You cannot negotiate during or after an Open Procedure, unless clarifications only.

Acceptable scenarios include:

- a. Clarifying technical solutions
- b. Seeking final offers after dialogue rounds
- c. Confirming contract terms

32. Evaluation Panels, Scoring & Moderation

32.1 Why It Matters

A fair, transparent, and well documented evaluation process is essential to:

- a. Ensure the Most Advantageous Tender (MAT) is selected
- b. Comply with the Procurement Act 2023
- c. Withstand legal or audit scrutiny
- d. Protect the integrity of the University's decisions

What this means in practice: Evaluations must be planned, consistent, and properly documented. All scores must be justifiable.

32.2 Who Should Evaluate?

An Evaluation Panel should be formed for all tenders above £50,000 and must:

- a. Include at least two assessors (unless prior agreement with Procurement is made), preferably more for higher-value or complex procurements
- b. Be made up of individuals with relevant technical, commercial, or user-based knowledge
- c. Include a Procurement representative for tenders over the UK threshold or those that are complex who will support the moderation process.

Panel members must:

- a. Declare any conflicts of interest (see [Conflicts of Interest](#))
- b. Commit to confidentiality and impartiality



- c. Evaluate independently before any moderation takes place
- d. Provide justification for each score given per question.

32.3 Scoring the Bids

Use only the pre-agreed award criteria and weightings as defined in the Procurement Strategy and tender documents.

Each panel member must:

- Score independently using the agreed scoring scale (e.g. 0-5)
- Provide clear, written justifications for each score
- Use the evaluation template provided by Procurement

You cannot change the criteria or weightings after the tender has been published.

32.4 Moderation Process

Moderation is essential to:

- a. Discuss scores
- b. Align understanding
- c. Agree final, consensus scores

How to run moderation:

- a. Led by Procurement (for tenders over £50k)
- b. Each assessor presents their rationale
- c. Panel discusses differences openly and professionally
- d. A consensus score is agreed and documented

32.5 Evaluation Templates and Tools

Procurement will provide:

- a. Standard evaluation matrix templates
- b. Scoring guidance
- c. Clarification templates (where needed)
- d. Example feedback phrases

Staff must use these to ensure consistency and audit readiness.

33. Tender Submission

33.1 Overview



Where a tender process is being undertaken this must be through the University's e-Tendering portal (CTM) to ensure:

- a. Transparency and fairness
- b. Equal treatment of all suppliers
- c. Audit readiness and compliance with the Procurement Act 2023

Key rules:

- a. Submissions must be received before the stated deadline
- b. Late submissions should only be accepted in agreement with Procurement Services e.g. due to a verifiable technical fault outside the supplier's control
- c. Bids must be submitted electronically unless an exemption is granted

Manual submissions (email, paper) are not allowed unless explicitly approved by Procurement.

34. Standstill and Contract Award Process

34.1 Overview

This section sets out the required steps after a procurement process concludes, including how to:

- a. Notify suppliers of the outcome
- b. Observe any standstill period required
- c. Formally award the contract
- d. Meet the University's and the Procurement Act 2023 obligations

What this means in practice: Before you sign or place any order, you must pause to notify all bidders, issue the correct notices, and give unsuccessful suppliers time to raise concerns. Procurement will guide this process.

34.2 What is a Standstill Period?

A standstill period is a pause between notifying suppliers of the intended award and signing the contract. It allows unsuccessful bidders to challenge the decision before the contract is legally binding.

Under PA23, standstill is:

- a. Mandatory for procurements over the UK threshold (see Section 14)
- b. Recommended for below threshold tenders where risk is high

Duration:

- Minimum 8 working days
- Extended to 10 working days if notices are not sent electronically



34.3 Award Notification Letters

Procurement will issue formal letters via the e-Tendering portal, including:

- a. Successful bidder: Confirmation of intent to award, subject to standstill
- b. Unsuccessful bidders: Notification with a clear assessment summary, including:
 - o Name of winning bidder
 - o Reasons for the decision
 - o Relative advantages of the successful bid
 - o The bidder's own scores and evaluator feedback

Staff must not contact bidders directly or issue informal feedback before official notices are sent.

34.4 What Happens During Standstill?

During the standstill:

- a. The contract must not be signed
- b. Suppliers may ask for further clarification or raise concerns
- c. Procurement will manage any queries and decide whether to extend or pause the process

34.5 Awarding the Contract

Once the standstill period ends without legal challenge:

- a. Procurement will confirm the award may proceed
- b. A formal contract must be signed by the appropriate University authority (per the Financial Regulations and Delegation Scheme)
- c. A Contract Award Notice must be published via the central digital platform (Find a Tender and/or Contracts Finder)

34.6 Transparency Requirements

In line with PA23, Procurement will ensure:

- a. Contract Details Notices are published
- b. KPI Reporting Notices are submitted (for contracts over £5 million)
- c. Assessment Summaries are retained for audit

35. Performance Bonds and Parent Company Guarantees

35.1 Overview



In higher value or higher risk contracts, the University may require additional financial protections to safeguard delivery. Two common options are:

- a. **Performance Bonds:** A guarantee from a third party (usually a bank or insurer) that provides financial compensation if the supplier fails to meet their obligations.
- b. **Parent Company Guarantees:** A legal commitment from a supplier's parent company to fulfil the contract or cover losses if the supplier defaults.

These are typically used for major capital works, IT infrastructure, or contracts where there is concern over supplier solvency or performance risk.

35.2 When to Consider

Procurement will assess the need for a bond or guarantee during the procurement planning stage, based on:

- a. Contract value and complexity
- b. Length of contract and risk of non-performance
- c. Financial standing of the bidder
- d. Advice from Finance or Legal Services

35.3 What Staff Must Do

- Raise any concerns about supplier risk with Procurement early
- Do not accept or request performance bonds or guarantees without Procurement and Legal advice
- Ensure these requirements are built into the tender documentation (if applicable)

36. Terms and Conditions of Contract

36.1 Why Terms and Conditions Matter

All University purchases must be governed by clear, enforceable contract terms. These terms:

- a. Set out what the supplier is required to deliver, by when, and to what standard
- b. Protect the University's legal and commercial interests
- c. Define remedies if things go wrong (e.g. delay, non-performance, breach)
- d. Ensure compliance with legislation such as data protection, modern slavery, and IP law

36.2 Using Standard University Terms

University staff must use approved University contract templates or terms and conditions issued by Procurement or Legal Services, unless specifically agreed otherwise.

Common standard terms include:

- a. Short-form T&Cs (for low value purchases or simple services)



- b. Services contracts
- c. Goods supply contracts
- d. Consultancy agreements
- e. Software licence and support agreements

Contact Procurement or Legal Services if you are unsure which template applies.

36.3 Supplier Issued Terms

Do not sign or accept supplier issued contracts, terms, or order forms without review.

Even standard-looking documents may contain clauses that expose the University to unacceptable risk (e.g. unlimited liability, auto-renewals, foreign jurisdiction).

Supplier T&Cs must be reviewed and approved by Legal Services before being accepted.

Accepting a supplier's terms without review can result in hidden liabilities or weakened legal protections for the University.

36.4 Contract Formation

Contracts can be formed in writing, verbally, or even by conduct. For example, by receiving goods without objection. To reduce legal risk:

- a. Always confirm contracts in writing
- b. Use a Purchase Order or formal contract document
- c. Refer to the relevant terms and conditions in your PO or agreement

37. Data Protection (UK GDPR / DPA 2018)

37.1 Why Data Protection Matters in Procurement

Many contracts involve the handling of personal data such as names, email addresses, or health and financial information. Under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, the University is responsible for ensuring this data is handled lawfully, fairly, and securely.

37.2 Responsibilities When Procuring

If your contract involves personal data, whether it's staff, student, or third-party data, you must:

- a. Identify the type of data being processed
- b. Determine whether the supplier is a Data Processor or Data Controller
- c. Include appropriate Data Protection Clauses in the contract

Data Processor: A supplier who processes personal data on the University's behalf (e.g. cloud service provider, HR platform)



Data Controller: An organisation that determines the purpose and means of processing data (may apply in partnerships or shared services)

37.3 Contract Clauses and Documentation

University standard contracts already include approved data protection clauses. If using a supplier's contract, Legal Services must review to ensure compliance with:

- a. UK GDPR Article 28 requirements (processor contracts)
- b. Data security and breach reporting obligations
- c. International data transfers (e.g. hosting outside the UK)
- d. You may also need to complete:
 - o A Data Protection Impact Assessment (DPIA) for high risk processing (e.g. sensitive data, new tech)
 - o A Data Processing Agreement (DPA) when the supplier acts as a processor

37.4 What Staff Must Do

- Consult Procurement or Legal Services if you're unsure whether personal data is involved
- Complete a DPIA early if your procurement involves sensitive or large-scale data
- Never sign a contract involving personal data without legal review
- Contact the University Information Governance team if you're unsure

38. Confidentiality and FOI/EIR Compliance

38.1 Why This Matters

During any procurement process, the University may receive confidential commercial information from suppliers such as pricing models, intellectual property, or proprietary methods. At the same time, as a public body, the University is subject to freedom of information laws, including:

- a. The Freedom of Information Act 2000 (FOIA)
- b. The Environmental Information Regulations 2004 (EIR)

These laws require us to disclose information unless a valid exemption applies.

38.2 Confidentiality Obligations

Staff must:

- a. Treat all supplier bids, pricing, and commercially sensitive material as confidential
- b. Avoid sharing details of one supplier's offer with another
- c. Mark internal evaluation documents as "Commercial in Confidence"
- d. Ensure panel discussions are kept private



Confidentiality continues after the contract is awarded. Unsuccessful suppliers have a right to feedback, but not to see competitor submissions.

38.3 Freedom of Information (FOI) and Environmental Information (EIR)

Anyone (including journalists or competing suppliers) can request procurement-related information. The University must:

- a. Respond within 20 working days
- b. Disclose requested information unless an exemption applies (e.g. commercial sensitivity under FOIA Section 43)

Procurement and Legal Services manage FOI and EIR requests. If you receive one:

Forward it immediately to informationgovernance@exeter.ac.uk

38.4 What Staff Must Do

- Keep all tenders and evaluation notes secure and confidential
- Use approved feedback templates when notifying unsuccessful bidders
- Do not respond directly to any FOI or EIR request, always refer to the University's FOI team
- Be aware that supplier "confidentiality markings" (e.g. "Private") are not binding. Exemptions must be legally assessed

39. Record Keeping and Audit Trail

39.1 Why This Matters

Good record keeping ensures transparency, supports legal compliance, and provides protection if a procurement decision is challenged. It also enables internal audit and assurance that correct procedures have been followed.

Under the Procurement Act 2023, the University must demonstrate that procurement processes are fair, open, and properly documented, especially for regulated or high value contracts.

39.2 What Records Must Be Kept

Staff involved in procurement must maintain records of:

- a. Procurement strategy (if applicable)
- b. Specification
- c. Market engagement activity (e.g. supplier contacts, notes)
- d. Invitation to Quote or Invitation to Tender
- e. Clarifications (questions and answers sent to bidders)
- f. Evaluation records (including scoring and moderation comments)



- g. Conflict of interest declarations
- h. Standstill notifications
- i. Award decision and rationale
- j. Signed contract and any amendments

What this means in practice: You should be able to hand over the file to a colleague, an auditor, or an external body and they could see what happened, when, and why, with a clear audit trail of decisions.

39.3 Storage and Retention

Store procurement records in a secure shared drive or the University's e-tendering system.

Records must be retained in line with the University's Records Management Policy (typically 6 years after contract expiry, or longer for high-risk/complex contracts).

Do not store procurement files in personal email or on local devices.

39.4 Roles and Responsibilities

Role	Responsibility
End User / Budget Holder	Retain key project documents and approvals
Evaluators	Keep notes securely until final evaluation
Procurement	Maintain core documentation for tenders they lead

40. Contracts Exceeding the Original Estimate

40.1 Why This Matters

Procurement must be based on a realistic and accurate estimate of the total contract value. If the final contract cost significantly exceeds this estimate, there may be legal, financial, or compliance risks, especially if the increase would have affected the procurement route, thresholds, or number of bidders.

Under the Procurement Act 2023, contracting authorities must avoid any action that distorts competition, discriminates, or lacks transparency, including undervaluing the scope at the start.

40.2 What to Do If Costs Increase

If you discover during or after procurement that the final contract value will exceed the original estimate, you must:

- a. Review the reason for the increase.
- b. Common causes include:
 - o Scope creep or additional requirements
 - o Miscalculation of initial value



- Supplier price increases
- Extended contract durations
- c. Check the impact on thresholds.

For example:

A contract originally estimated below the UK threshold may now exceed it.

A Below Threshold Tender may now require a full public procurement route.

Consult Procurement immediately.

They will advise on:

- a. Whether the original process is still compliant
- b. Whether re-procurement is required
- c. How to document and justify any changes

40.3 Adjusting the Contract

In some cases, a Contract Change Notice must be published; particularly if the change is material (see [Mandatory Notices under the Procurement Act 2023 \(PA23\)](#)). All amendments must be:

- a. Clearly documented
- b. Approved via the correct internal authorisation route
- c. Supported by a legal review if contract terms are affected



Section D: Contract Award

41. Intention to Award a Contract

42.1 Before entering into a contractually binding agreement, Procurement Officers must notify all participating suppliers of the University's intention to award. This applies to contracts awarded via a competitive process above the relevant threshold under the Procurement Act 2023.

42.2 For above threshold procurements, a mandatory eight working day Standstill Period must be observed from the date of issuing the intention to award notice (in line with PA23 guidance), provided that notification is issued electronically.

42.3 The Standstill Period must allow time for suppliers to raise concerns or seek further information about the award decision. During this time, no contract must be signed or commitment made, whether verbal, written, or implied.

42.4 All participating suppliers must be simultaneously notified in writing of the outcome of the tender process. The award notification must clearly state the outcome, the rationale for the decision (including scoring breakdown), and the date on which the Standstill Period ends.

42.5 Standstill Periods are not mandatory for below threshold procurements or contracts awarded under the Light Touch Regime. However, Procurement may recommend the use of a voluntary Standstill Period where it helps to mitigate risk or promote transparency.

42.6 Additional written or verbal debriefing beyond the award notification must not be offered unless explicitly approved by Procurement.

42.7 Any request for further clarification or challenge received during the Standstill Period must be forwarded immediately to Procurement and Legal Services. No response should be sent without advice from both teams.

42.8 The ITT or procurement documents should name the University officer responsible for receiving legal notices or formal proceedings, ensuring that any legal challenge is directed correctly.

What this means in practice: If your contract is above the threshold, you must wait 8 working days after Procurement Services have notified suppliers before executing the contract. Use this time to handle any queries carefully and don't contact the winning supplier until the Standstill ends. Below threshold? You still need to notify everyone fairly and consistently.

42. Approval to Award



43.1 Approval to award a Contract, Framework Agreement or Dynamic Purchasing System must be obtained in accordance with the University's Financial Regulations and Scheme of Delegation.

43.2 The Procurement Officer must ensure that all necessary internal approvals (including budget confirmation, due diligence checks, and business case sign-off where applicable) have been completed before issuing award notifications or proceeding to contract signature.

43.3 Where there is any uncertainty about approval limits, staff must seek clarification from Procurement or Finance before proceeding.

43.4 No contract shall be awarded or signed before formal approval is secured. Doing so may result in a breach of Financial Regulations or procurement rules.

43. Signing of Contract

44.1 Before a Contract is signed, Staff must ensure that all necessary approvals and permissions are in place including funding approval, licensing arrangements, and lease agreements where relevant.

44.2 All Contracts entered into on behalf of the University must be in writing. Verbal or email only agreements are not valid and must not be used.

44.3 The appropriate contractual documentation depends on the total contract value:

- a. For Contracts with a total value up to and including £24,999, a Purchase Order referencing the University's standard terms and conditions is sufficient.
- b. For Contracts with a total value of between £25,000 and £49,999 either a Purchase Order referencing the University's standard terms and conditions or a Form of Agreement template incorporating any specialist terms can be used.
- c. For Contracts over £50,000, both a signed Contract and a Purchase Order must be in place before any Goods, Services or Works are delivered or commenced.

44.4 Staff must ensure that the individual signing on behalf of the supplier has legal authority to bind that organisation. If in doubt, seek confirmation or refer to Procurement.

44.5 Some Contracts must be executed as a Deed (under seal). This applies where:

- a. The University may wish to enforce the Contract more than six years after completion (e.g. for construction works or warranties), or
- b. The Contract involves nominal or no consideration (e.g. for land transfers, settlements, or voluntary agreements).

44.6 Deeds must be sent to Legal Services for sealing and executed in accordance with the University's Financial Regulations and Scheme of Delegation.



44. Letters of Intent

45.1 A Letter of Intent is a document that signals the University's intention to enter into a contract but is not a legally binding agreement. It carries significant risk and should only be used in exceptional circumstances.

45.2 Letters of Intent may only be issued in exceptional circumstances and with prior written approval from:

- Procurement, and
- Legal Services.

45.3 Only members of staff with appropriate delegated authority (as set out in the University's Scheme of Delegation) may sign a Letter of Intent.

45.4 The use of a Letter of Intent must be:

- a. Justified on an exceptional basis (e.g. urgent mobilisation while contract terms are finalised), and
- b. Closely monitored to ensure it does not substitute a properly executed contract.

45. Early Termination of Contract

46.1 Every contract must clearly state:

- The end date of the contract; and
- The conditions under which early termination may occur (e.g. for breach of contract, insolvency, or other specified triggers).

46.2 A contract may only be terminated early if:

- a. The termination is in line with the contract's terms and conditions; and
- b. The termination has been approved in accordance with the University's Scheme of Delegation.

46.3 If a Contract is terminated Procurement Services will publish a UK11 Contract Termination notice.

46. Variation, Extension, Assignment and Novation

47.1 Variation

47.1.1 A variation to a contract may involve:

- a. A change to the specification;
- b. A one-off item of work or service;



- c. A change in terms affecting the contract (e.g. pricing, timelines, deliverables).

47.1.2 Any variation must not exceed the scope, financial value, or duration of the originally advertised contract, in line with the Procurement Act 2023 and any applicable thresholds.

47.1.3 If a proposed variation may materially change the contract's scope, value, or duration, Procurement must be consulted before proceeding.

47.1.4 All variations must be approved and signed by someone with delegated authority under the University's Scheme of Delegation.

47.1.5 If a Variation to contract is agreed, then Procurement Services must be notified to draft Variation documents.

47.1.6 If the Contract has a value of above £5m Procurement Services will publish a UK10 Contract Change Notice.

47.2 Extension

47.2.1 Contract extensions may only be applied where:

- a. The possibility of an extension is clearly stated in the original contract;
- b. There is budget available;
- c. Value for Money can be demonstrated.

47.2.2 For contracts below the PA23 thresholds, extensions must be within the original scope (goods/services, value, and duration) and not result in exceeding threshold limits.

47.2.3 For contracts at or above PA23 thresholds, the extension must:

- a. Be permitted by the original contract notice; and
- b. Remain within the original scope, duration, and value.

47.2.4 Extensions must be approved and signed in line with the Scheme of Delegation.

47.3 Assignment and Novation

47.3.1 If a supplier is subject to change of control, insolvency, liquidation, or similar event, Staff must immediately notify Procurement and Legal Services.

47.3.2 A supplier cannot assign or novate the contract (i.e. transfer their responsibilities) without the University's prior written consent.

47.3.3 If no suitable alternative supplier can be agreed, the contract may need to be re-tendered.

47. Records of Tenders and Contracts



48.1 Maintaining Procurement Records

48.1.1 Procurement staff must maintain full records for every tender and contract process. This includes:

- a. All planning and pre-procurement activity;
- b. Tender documents and communications;
- c. Evaluation notes and scoring sheets;
- d. Approval documents and contract award decisions;
- e. Signed contracts and any subsequent changes (e.g. variations, extensions, novations).

48.1.2 These records form the complete procurement audit trail and must be kept in accordance with the Procurement Act 2023 and internal audit requirements.

48.2 Contracts Register

48.2.1 The Procurement team maintains a central Contracts Register.

48.2.2 It is the responsibility of the relevant staff member (e.g. Contract Manager or Budget Holder) to ensure that:

- a. New contracts are reported to Procurement;
- b. Any amendments, extensions, or early terminations are updated in the register.

48.4 Retention Schedule Compliance

48.4.1 All tender and contract documentation must be retained in line with the University's Records Retention Schedule.

For more information on University information retention requirements, see the Information Governance

SharePoint site (internal access only): [University of Exeter Information Retention Guidance](#)

48.4.2 Staff must ensure both paper and digital documents are securely stored and retrievable for future reference, audit, or legal purposes.



SECTION E: Contract Management

48. Appointment of Contract Manager

49.1 A named contract manager must be appointed for all new Contracts. Their name must appear in the Procurement Documents and the final signed Contract.

49.2 Contract managers are responsible for ensuring each Contract is actively managed in accordance with best practice in contract and supplier relationship management, with reference to guidance issued by Procurement and Legal Services.

49. Key Contract Management Responsibilities

50.1 For Contracts above the relevant threshold, a written contract and an implementation plan must be in place prior to signature. This plan should be proportionate to the value and risk of the Contract.

50.2 As a minimum, the contract manager must monitor:

- a. Supplier performance against agreed deliverables
- b. Compliance with the specification and contract terms
- c. Delivery of Value for Money
- d. End user satisfaction
- e. Supplier's financial standing
- f. Insurance cover
- g. Any licences, certifications or permissions required for delivery
- h. Notify Procurement Services of any variations/extensions to the contract so that these can be supported by Procurement.

Managing contracts after award: Refer to the [Contract Management Responsibilities for End Users document](#) (internal access only).

50. Payment Arrangements

51.1 The contract manager must ensure that payment is made in line with the terms of the Contract. This includes checking invoice accuracy and authorising payments in accordance with agreed milestones, deliverables, or timelines.



51. Dispute Resolution

52.1 If a significant dispute or claim is likely or arises, the contract manager must immediately notify and seek advice from Procurement and Legal Services.

52.2 No admission of liability or settlement agreement may be made without formal approval in accordance with the University's Scheme of Delegation.

52.3 A dispute is considered significant if:

- a. It cannot be resolved through informal or consensual processes (e.g. negotiation) and may escalate to arbitration or litigation
- b. It could result in a financial claim against the University that exceeds the limitation of liability stated in the Contract

52. Procurement Competition Waivers (PCWs)

53.1 In exceptional circumstances, staff may apply for a waiver of competitive procurement rules. This must be approved by Procurement.

A waiver may be permitted when:

- a. Continuity of supplier offers clear benefit (e.g. follow-on phase of a project)
- b. Delivery timelines are unavoidably compressed due to external events (not poor internal planning)
- c. There is a sole supplier due to technical or intellectual property reasons
- d. Equipment maintenance or repair must be carried out by the manufacturer to retain warranty or output quality

Waiver requests must follow the PCW procedure and be documented in full.

Using a Procurement Competition Waiver (PCW): See the [Knowledge Base article on PCWs](#) (internal access only).

53. Non-Compliance with the Procurement Rules

54.1 All staff must comply with the University's Procurement and Contract Procedure Rules.

54.2 Where a breach has occurred, Procurement and Legal Services will assess the risk and propose remedial action if possible.



54.3 Staff must follow any agreed course of remedial action to ensure compliance.

54.4 Serious or repeated breaches, or any breach leading to illegality or maladministration, may result in disciplinary action under University policy.

54.5 A breach of these Rules does not automatically invalidate a Contract, except where prohibited by law.



SECTION F: Other Relevant Considerations

54. Subsidy Control (formerly State Aid)

55.1 Where there is any possibility that the University's procurement or contractual arrangements might involve the provision of financial assistance, goods, services, or other forms of support to external organisations (particularly businesses or commercial partners), staff must seek advice from Procurement and Legal Services. Such support may be subject to the UK's Subsidy Control Act 2022, which replaced the EU State Aid regime.

55. Development Agreements

56.1 Where the University is considering entering into a Development Agreement, such as for the construction, redevelopment, or commercial use of land or property, staff must consult the following teams at the earliest stage:

- Innovation, Impact and Business - particularly where there is potential for commercial exploitation.
- Procurement
- Legal Services

What this means in practice: Development Agreements often involve complex legal, commercial, and procurement implications. Do not enter into any discussions or negotiations without consulting the appropriate internal stakeholders.