

CHRISTCHURCH JUNIOR SCHOOL



Standing Orders on Contracts and Sub Contracts

Status	Current LA Policy	Approval	Board of Governors
Maintenance	Environment Committee	Role(s) responsible	Head
Date effective	Immediate	Date of last review	November 2016
Date of next review	November 2018	Date withdrawn	Not withdrawn

Standing Orders on Contracts for Schools (updated August 2008)

1. Applicability

These standing orders shall apply to all contracts entered into by or on behalf of the School with any other person or body.

2. Compliance with the law

All contracts and the procedures for entering into them shall comply with all relevant United Kingdom law including all relevant European law in force for the time being in the United Kingdom. In the event of a conflict between these standing orders and the law, the law shall prevail.

3. Contracts to be in writing

Wherever possible, all contracts shall be in writing.

4. Exemptions

1. There shall be no exemptions from these contract standing orders except on the written authority of the Chief Executive. This shall be given only when the Chief Executive, after consultation with the Chief Financial Officer, is satisfied that the exemption is justified in the interests of the Council and the School by special circumstances.
2. The Chief Executive shall maintain a register of all authorisations for exemption from these standing orders, which will be available for inspection by all members of the Council.
3. The authority of the Chief Executive to authorise an exemption from these contract standing orders shall include the giving of authority to negotiate and conclude a contract with a single contractor, if the Chief Executive, after consultation with the Chief Financial Officer considers that the exemption is justified in the interests of the Council and the School by special circumstances.
4. The authority of the Chief Executive to authorise an exemption shall also include the authorising of the purchase of supplies through contracts arranged by a Government Department or by another local authority or by a consortium of local authorities, where he is satisfied that it would be in the best interests of the Council and the School to do so.

5. Conformity with financial and administrative regulations

No contract shall be entered into unless the expenditure involved may properly be incurred under the Council's Financial and Administrative Regulations for schools. Any costs incurred by the County Council arising from the School's failure to comply with these regulations shall be charged against the School's delegated budget.

6. Pecuniary interests of governors and other persons

If a governor, headteacher or other person has any pecuniary interest, direct or indirect, in any contract, proposed contract, or other matter and is present at a meeting of the

Governors, committee or sub-committee at which the contract or other matter is the subject of consideration, he shall declare the interest as soon as practicable after the beginning of the meeting, and shall:

- withdraw from the meeting while the matter is under consideration;
- take no part in the consideration or discussion;
- in the case of a Governor, not vote on any aspect of the contract or matter.

7. Pecuniary interests of staff in contracts

The Governing Body shall make arrangements to record, in a book to be kept for the purpose, particulars of any notice given by a member of staff of a pecuniary interest in a contract and the book shall be available during office hours for inspection by governors.

8. Register of business interests

The governing body must establish and maintain a register which lists, for each member of the governing body and the headteacher, any business interests they or any member of their immediate family have.

The register must be kept up to date with notification of changes and through annual review of the entries.

The register must be available for inspection by governors, staff, parents and the LEA.

9. Land

Governors are not permitted to make arrangements for the sale and purchase of interests in land owned by the County Council

10. Procedure for contracts for consultancy and other professional services exceeding £5,000

Where a contract is to be entered into for consultancy or other professional services, for an amount estimated to exceed £5,000, tenders shall be invited from contractors who, in the opinion of the Governors, are best fitted to meet the School's requirements.

Wherever practical the Governors shall ensure that at least three contractors are invited to submit tenders.

11. Contract procedure

[NOTE: Those administering the award of contracts should note particularly the regulations in force for the time being under the European Communities Act 1972 which prescribe among other matters procedures for public advertisement of certain contracts. The award of all contracts must comply with such applicable regulations]

Contracts for buildings, engineering and other works or supplies exceeding the European Union limit

- i. Tenders shall be invited. However, tenders may be invited without the necessity of giving public notice, from contractors in the appropriate list maintained under Rule 14, or if the contract is of a type for which contractors in the list are not

appropriate, from contractors who, in the opinion of the Governors are best fitted to meet the schools requirements.

- ii. Where the value of a contract is estimated to exceed, a relevant European Union or statutory threshold tendering procedures shall be in accordance with such European Union or statutory provision.
- iii. Public notice shall be given in appropriate media including local and other newspapers or journals, which in the opinion of the governors concerned are most suitable for publicising the invitation to tender and also on the County Council website. Where applicable a contract notice shall also be published in the Official Journal of the European Union (OJEU). The notice shall describe the object of the contract, state the latest date and time for the receipt of tenders, the award criteria and invite either submissions expressing interest in tendering where a pre-qualification process is proposed or applications for tender forms where an open tender process is proposed. It shall comply with any relevant European Union provision.
- iv. All OJEU Contract notices and tender invitation notices for the County Council website must be processed via PCM.
- v. The Governors concerned may withhold tender forms from any applicant if, having regard to the number of applications received the Governors enquires concerning the applicant, the Governors obtain the written approval of the Chief Executive, except where conforming to any EU Procurement Regulations. Further guidance is provided in the Procurement Handbook.
- vi. Wherever practical, the Governors concerned shall ensure that:-
 - a) If the estimated amount of the contract exceeds £20,000, at least three contractors are invited to submit tenders.
 - b) If the estimated amount of the contracts exceeds £50,000, but is less than the EU threshold at least six contractors are invited to submit tenders.

The Governors concerned may confine the invitation to tender to three contractors if they consider that this gives the best value for money to the County Council. The Governors will maintain a record for such approvals.

- vii. Subject to Rule 11.2, competitive tenders need not be invited where a proposed contract forms part of a continuation programme. The terms of any continuation programme must be negotiated with the contractor on the rates and prices contained in the original contract providing the original contract was awarded competitively following the invitation of tenders. Negotiations will be conducted in accordance with guidance provided in the Corporate Procurement Handbook.

The Governors concerned must provide approval for such continuous contracts and maintain a record of such approvals.

Contract procedures for all contracts of less than £20,000

- viii. Where the estimated amount of any contract does not exceed £20,000, the Governors shall not be obliged to undertake a formal tendering exercise but shall for a contract:-

- a) estimated to exceed £10,000 invite at least three quotations to be submitted to them from contractors best fitted to meet the School's requirements;
- b) estimated not to exceed £10,000 follow such procedure as they consider will provide the best value for money to the school.

12. Submission and opening of tenders

1. Whenever a tender is invited, the invitation shall state that each tender shall be delivered to the Chief Executive not later than a specified date and time, enclosed in a sealed envelope bearing the word "Tender..." followed by the subject to which it relates.
2. Envelopes submitted in accordance with this Rule shall remain in the custody of the Chief Executive or an officer designated by him until the time appointed for their opening.
3. An officer designated by the Chief Executive to receive tenders shall indicate on the envelope the date and time of receipt by him.
4. Tenders shall be opened at one and the same time in the presence of the Chief Executive or an officer designated by him for the purpose. The Chairman of the school governors or governor designated by the Chairman and the Headteacher or Deputy Headteacher shall have the right to attend if they wish. A record shall be maintained showing the number of tenders received. All tenders shall be kept for two years.
5. The envelope of any tender received after the latest date and time for receipt shall be endorsed by the Chief Executive or his designated officer, with a note of the date and time of receipt. Any such tender shall not be considered unless it is the only tender which has been received at the time when it is opened.

13. Acceptance of tenders and quotations

1. A contract may be awarded by Governors to the contractor whose tender is judged to provide the best value to the school.
2. The Governors concerned may award a contract on the following basis:
 - a) The tender judged to provide the best value to the school on the basis of the application of an appropriate Tender Evaluation Model which has been approved in advance by the Governors before any tender is opened.
 - b) The lowest tender if payment is to be made or the highest if payment is to be received which meets the tender specification and/or performance targets and can demonstrate best value.
3. Advice is available in the Corporate Procurement Handbook on the development and application of tender evaluation models which can assess tenders on the basis of price and quality.

All tenders and quotations shall be minuted and the documentation shall be kept for the duration of the contract.

14. Safeguards for due performance

Every contract for building, engineering or other works which exceeds £25,000 in amount shall, in appropriate cases, provide for liquidated damages to be paid by the contractor in the event of the contract not being duly performed. The agreement of the Head of Property Management should be sought in any circumstances when a provision for liquidated damages is not proposed.

15. Assignment or sub-letting

A clause shall, where appropriate, be inserted in every written contract for the execution of work or for supplies or services, prohibiting the assignment or subletting of the contract without the previous written consent of the Governors.

16. Compliance with European and British standards

Where an appropriate International, European or British Standard Specification, British Standard Code of Practice issued by the British Standards Institution or Public Authority Standard is current at the date of the tender, then unless there is, in the opinion of the Governors concerned, good and sufficient reason to the contrary, every written contract shall require that all goods and materials used or supplied and all workmanship shall be in accordance with that Standard.

NB: Under European Union provisions indication of a trade mark, patent, type or specific origin is not permitted unless this is essential and qualified by "or equivalent".

17. Corruption

Every contract shall provide that the Governors may cancel the contract and recover from the contractor the amount of any loss resulting from such cancellation, if the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the contract or any other contract with the School or the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the School or Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the contractor), or if in relation to any contract with the School or council the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under sub section (2) of section 117 of the Local Government Act 1972.

18. Nomination of sub-contractors and suppliers

Where under the terms of a contract a sub-contractor or supplier is to be nominated by the school to a main contractor, the governors shall, wherever practical, comply with these Standing Orders as though the sub-contract were a contract with the school.

19. Supervision of contract

It shall be a condition of the engagement by the Governors of a person, other than an officer of the Council, to procure or administer a contract that he shall comply with any relevant requirement of these Standing Orders.

20. Definitions

“Chief Executive” shall include such officers as the Chief Executive specifically authorises for the purposes of these Contract Standing Orders.

“Governors” may include a sub committee of Governors or the Headteacher if specifically authorised by the Governors.

“The School” shall include the governing body or such sub-committee(s) or individuals as authorised by the governing body to act on its behalf.

“Chief Financial Officer” shall mean the person who has the statutory duties in relation to the proper administration of the council’s financial affairs e.g. S151 Local Government Act 1972.

Chief Financial Officer shall include such officers as the Chief Financial Officer specifically authorises in writing for the purpose of these rules.

[Schools should have regard to any further guidance on contracts and tender procedures that may be issued from time to time.]