

UNIVERSITY *of*
STIRLING



PROCUREMENT
POLICIES AND PROCEDURES

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A. PROCUREMENT POLICIES

1 PURPOSE

- 1.1 The overarching objective of all University procurement activity is to obtain best value for money on all non-pay expenditure.
<http://www.stir.ac.uk/finance-office/procurement/procurementstrategy/>
- 1.2 This is to be achieved by obtaining the goods, services and works required in support of delivering the corporate strategic objectives, of the appropriate quality and at the most economically advantageous terms reasonably available to the University. The Procurement Policies set out below are designed to help achieve that broad goal and compliance with them is therefore crucial.
- 1.3 These procurement policies provide a broad regulatory regime under which all procurement activity must operate.
- 1.4 These policies and the procedures should be read and acted upon in conjunction with the Financial Regulations.
- 1.5 The revised Procurement Procedures translate these Policies into processes and procedural standards. Both the Policies and the Procedures take full cognisance of the new legislative framework for public procurement in Scotland.

2 POLICIES

- 2.1 All staff are required to engage with Procurement Services (PS) at the earliest opportunity where proposed expenditure for a single requirement or multiple similar requirements exceeds £25,000 (net of VAT).
- 2.2 The purchase value thresholds (See page 12) which specify how different levels of expenditure are to be treated must be adhered to. Note: the artificial or otherwise contrived disaggregation of similar requirements for the purpose of avoiding a higher threshold is not permitted.
- 2.3 The University is committed to observing the highest standards of probity, integrity and fairness and transparency in all dealings with suppliers. University staff involved in purchasing, at whatever level, should act ethically at all times.
<http://www.stir.ac.uk/media/internal/finance/documents/financial-regulations-2016.pdf>
- 2.4 The Director of Finance will report annually on the effectiveness of procurement across the University.
- 2.5 The University, primarily through PS, will actively participate in the establishment of collaborative purchasing arrangements, whether of a national, sectoral or intra-sectoral nature, and will use such arrangements, wherever appropriate, to deliver benefits to the University.
- 2.6 The University, primarily through PS, will continue to actively engage with the Scottish Government's Public Procurement Reform Programme (PPRP) and will assist the work of the sectoral Centre of Procurement Expertise, APUC (Advanced Procurement Universities)

and Colleges Ltd) and the national Centre of Procurement Expertise, Scottish Procurement.

- 2.7 The University will conduct its procurement activities in an environmentally, socially, ethically and economically responsible manner and will engage with suppliers that share and adhere to that vision. <http://www.apuc-scot.ac.uk/#!/Suscode> (Appendix H)
- 2.8 Faculty Deans and Service Directors have primary responsibility to ensure that all purchasing activity within their areas of responsibility operates within and complies with the procurement policies framework.
- 2.9 USPG will be appropriately notified in advance of all major institutional procurements being undertaken.
- 2.10 The University will continue to meet its obligations under the Suppliers Charter <http://www.gov.scot/Topics/Government/Procurement/Selling/Supplierscharter2>

Note: these Policies apply to **all** procurement activity, irrespective of the source of funding.

B PROCUREMENT SERVICES

3 ROLE

- 3.1 'To provide a customer focused, professional and ethically responsible procurement service which delivers statutory compliance (in respect of public procurement regulations) and achieves maximum value on all non-pay expenditure, thereby assisting the University to meet its (2016-2021) strategic objectives'.

4 MISSION

- 4.1 To deliver transformational change by embedding 'fit for purpose' procurement practices across the University and by employing technology as appropriate.
- 4.2 In consultation with stakeholders to create and embed optimum procurement strategies across the University which will generate sustainable and socially responsible outcomes that best support the University's 2016-2021 strategic plan.
- 4.3 To ensure that all University procurement activity is conducted consistent with Scottish Model of Procurement. <http://www.gov.scot/Topics/Government/Procurement/about/spd-aims>

5 VALUES

- 5.1 We will embed the University's core values of Excellence, Ambition and Openness into all aspects of our service.

6 ETHICS

- 6.1 All staff within Procurement Services will adhere to the Chartered Institute of Procurement and Supply (CIPS) Code of Ethics. <https://www.cips.org/en-gb/aboutcips/cips-code-of-conduct/>

7 VISION

- 7.1 We aspire to be in a high performance band in the Scottish Government's Procurement and Commercial Improvement Programme (PCIP)

<http://www.gov.scot/Topics/Government/Procurement/buyer-information/PCIPIntro/PCIPFinal>

- 7.2 We aspire to achieve Chartered Institute of Procurement and Supply (CIPS) Corporate certification.

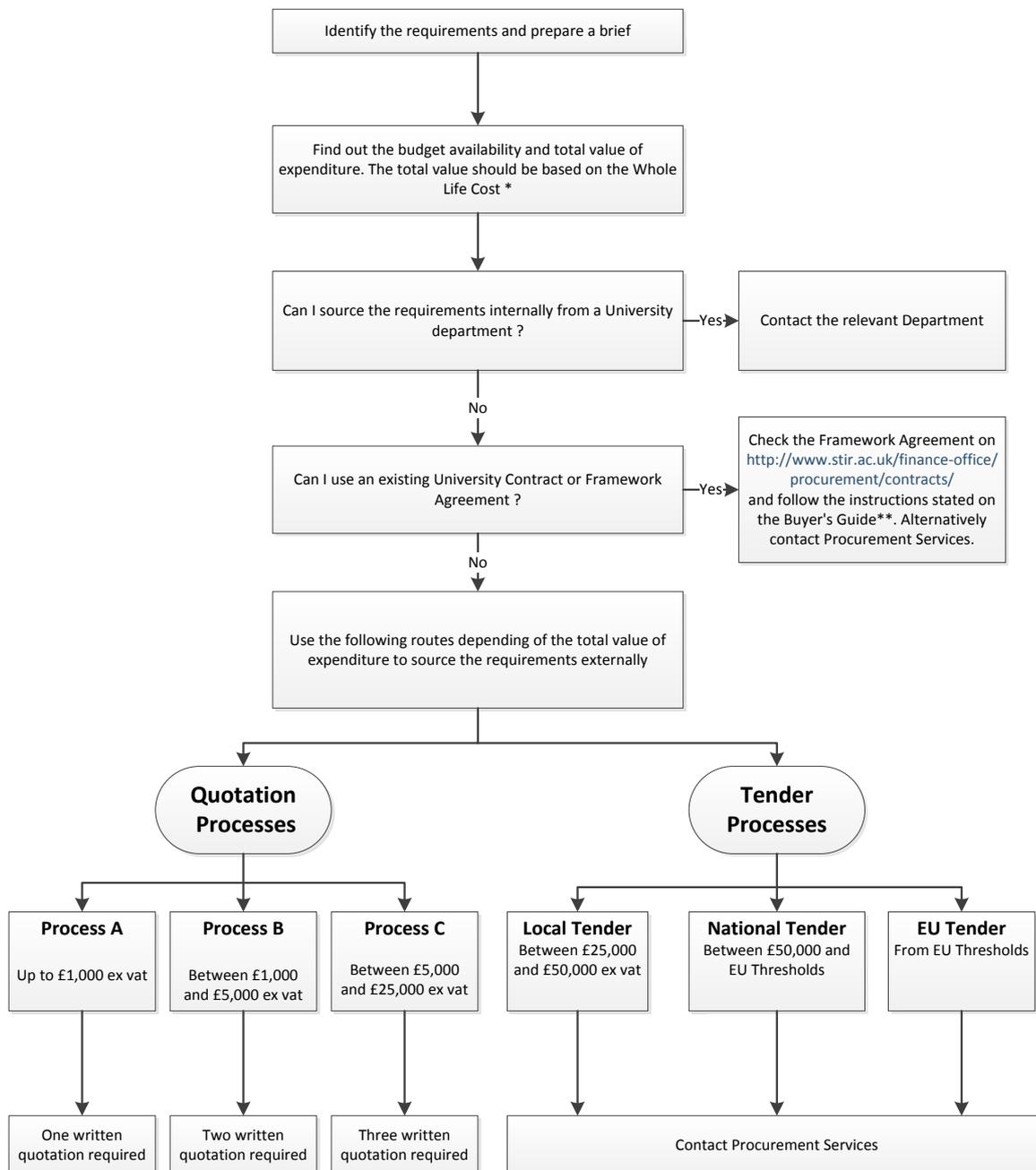
<http://www.cips.org/corporate-certification>

8 REMIT

- 8.1 To develop, maintain, promote and implement the University's Procurement Strategy Category Strategies, Policies, and Procedures.
- 8.2 To measure and report institutional procurement performance.
- 8.3 To ensure that the University complies fully with all relevant Scottish, UK and EU procurement regulations and legislation.
- 8.4 To publish and maintain a public contracts register and publish annually an organisational procurement strategy and annual report as required by the Procurement (Scotland) Regulations 2016.
- 8.5 To assist appropriately in the procurement of the goods, services and works required by Faculties and Service Areas.
- 8.6 To conduct or support all regulated tenders (i.e. competitions conducted for contracts that are within the scope of the Procurement Scotland Regulations 2016 and the Public Contracts (Scotland) Regulation 2015) and on behalf of, and in collaboration, with Faculties and Service Directorates.
- 8.7 To query and constructively challenge the initial definitions of requirement created by end users and suggest alternatives as PS deem appropriate.
- 8.8 To support unregulated (i.e. competitions conducted for contracts that are out with the scope of the Procurement Scotland Regulations 2016 and the Public Contracts (Scotland) Regulation 2015) spend activity undertaken by Faculties and Service Directorates.
- 8.9 To provide information on current procurement frameworks and contracts and advice on their use.
- 8.10 To provide training opportunities, as appropriate, for all University staff who have procurement and purchasing responsibilities.
- 8.11 To provide information and advice on all procurement related matters.
- 8.12 To provide market intelligence and conduct market engagement and research as requested by Faculties and Service Directorates.
- 8.13 To pursue and develop co-operative relationships with all those involved in purchasing and procurement within Faculties and Directorates and those who represent the University on regional, inter-regional and national procurement bodies.
- 8.14 To have positive and proactive engagement with APUC and other HE/FE and public sector entities in relation to issues of policy, practice, information sharing and collaboration and specifically to represent the University on the Policy and Strategy Group (PSG).
- 8.15 To embed proportionate Supplier Relationship Management (SRM) with the University's key strategic suppliers and so mitigate supply chain risk.
- 8.16 To ensure the University meets its obligations under the Scottish Government's Suppliers Charter.

C PROCUREMENT PROCEDURES

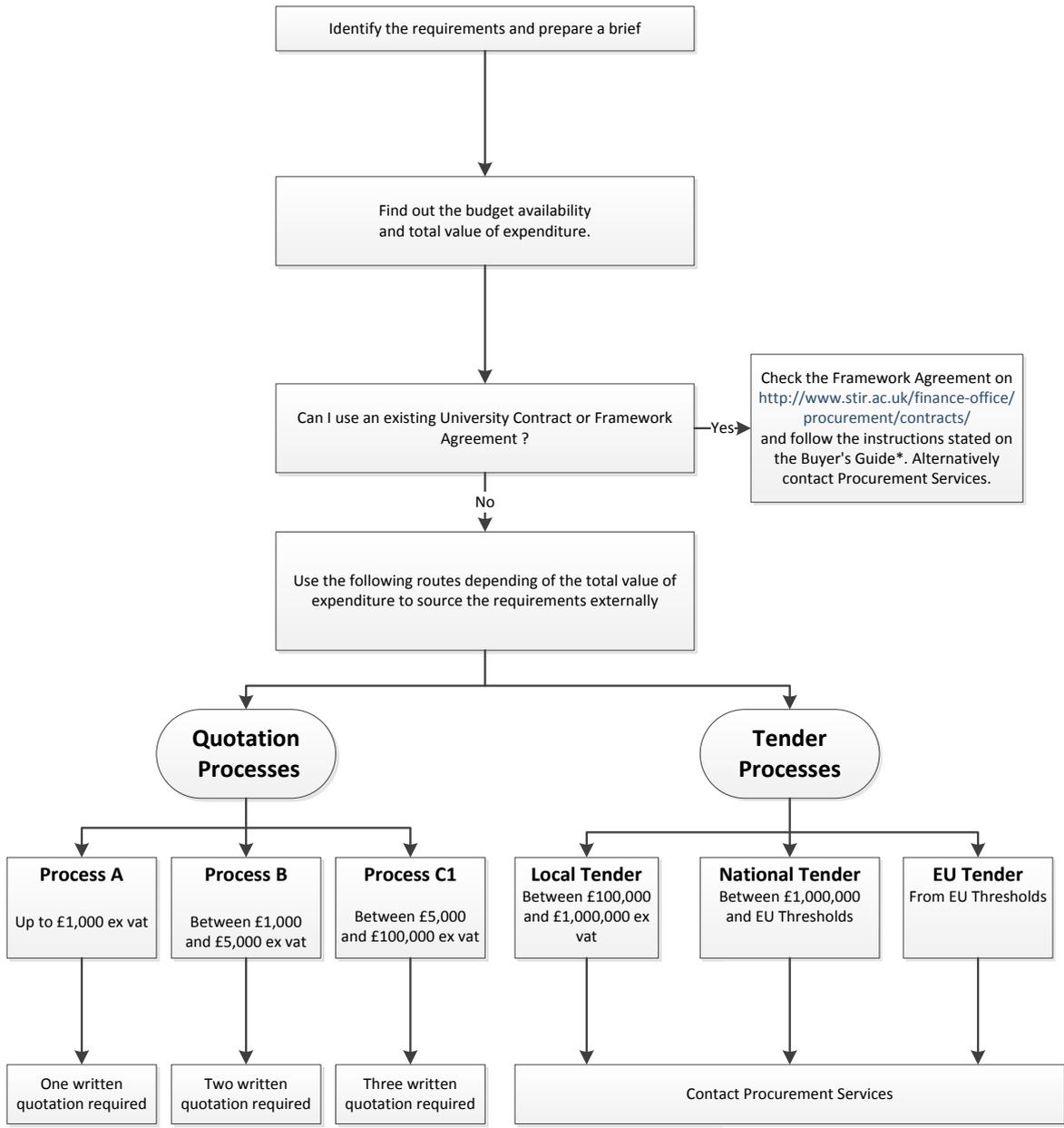
9 PROCUREMENT FLOWCHART – SUPPLIES AND SERVICES



* Whole Life Cost: See section 17 for more details.

** The Buyer's Guide is a document created by the Institution that created the Framework Agreement and specify the rules to be applied when using the Framework Agreement. Please contact Procurement Services when in doubt of where to locate this document.

10 PROCUREMENT FLOWCHART - WORKS



* The Buyer's Guide is a document created by the Institution that created the Framework Agreement and specify the rules to be applied when using the Framework Agreement. Please contact Procurement Services when in doubt of where to locate this document.

11 ROLES AND RESPONSIBILITIES

- 11.1 Responsibility for the ordering of goods and services is delegated in accordance with the Financial Regulations and the Procurement Policies.
- 11.2 PS will provide expertise and input in accordance with these Regulations and Policies but does not become, nor is it intended to be, a substitute for accountable local management.
- 11.3 The full involvement from a Faculty or Service Area for whom PS is conducting a competitive process is critical.

12 SEEKING AN INTERNAL PROVIDER

- 12.1 Consideration should be given to whether a particular requirement (e.g. a service) might be met by a Faculty or Service Directorate with suitable resource and capability.

13 PROCURING EXTERNALLY USING A (COLLABORATIVE OR INSTITUTIONAL CONTRACT OR FRAMEWORK AGREEMENT

- 13.1 Before beginning any process to acquire goods or services, the Faculty or Service Directorate should seek to identify any existing Framework Agreement or University Contract through which a requirement might be fulfilled.

The use of Framework Agreements which will deliver best value is mandatory.

- 13.2 The types of Framework Agreements which can be used comprise those arranged by the University itself and those put in place by various collaborative procurement bodies including:
 - Scottish Procurement (Scottish Government)
 - Advanced Procurement for Universities and Colleges (APUC)
 - Crown Commercial Services (UK Government)
- 13.3 Details of the Framework Agreements that are available to the University can be found at the following links:

<http://www.stir.ac.uk/finance-office/procurement/contracts/>
HE UK sectoral contracts and frameworks database

<http://ccs-agreements.cabinetoffice.gov.uk/>
UK Government contracts and frameworks database

Note: Failure to use frameworks for certain goods or services where aggregated institutional spend exceeds the EU thresholds is a breach of the Public Procurement Regulations. Please contact Procurement Services for advice procurement@stir.ac.uk

14 NON-USE OF FRAMEWORK AGREEMENTS

- 14.1 Framework Agreements which deliver best value for money should be used. If however a valid Framework Agreement exists and a decision is taken not to use it and instead to proceed with a separate competitive bidding process or a direct award, the justification for so doing should be documented on a *Framework Agreement Waiver Declaration Form* (see *Appendix G*). The completed declaration form should be retained by the Faculty or Directorate.

15 PROCURING EXTERNALLY WITHOUT A FRAMEWORK AGREEMENT OR CONTRACT

- 15.1 When it is deemed necessary to commit University funds to purchase goods, services or works the process to be followed is determined by the estimated total value of the proposed expenditure ('Financial Thresholds').

Note 1: if the estimated contract value is near the upper end of the relevant financial threshold it may be more appropriate to follow a process which would be mandatory for a *higher value of expenditure*.

- 15.2 If assistance in estimating the likely value of the intended purchase is required, this can be provided by Procurement Services.

Note 2: in the application of these Procedures, cognisance must be taken of any *additional conditions* that *may* be laid down by external funding bodies. For example, stipulations may be made regarding the particular procurement process to be followed.

- 15.3 Once a procurement process for goods or services has been conducted, a requisition must be raised by the Faculty or Service Directorate concerned. Following electronic approval an official University purchase order is then automatically created and issued to the supplier as appropriate.

16 FINANCIAL THRESHOLDS

16.1 The following thresholds prescribe how different levels of proposed expenditure are to be treated:

Value of Expenditure (ex VAT)	Procedure
Up to £1,000	1 quotation required
Above £1,000 to £5,000	A minimum of 2 quotations required
Supplies and Services only Above £5,000 to £25,000	A minimum of 3 quotations required
Supplies and Services only Above £25,000 to £50,000	Unadvertised tender A minimum of FOUR companies would normally be invited to tender.
Supplies and Services only Above £50,000 to current EU Supplies and Services thresholds	Nationally advertised tender.
Supplies and Services only Above current EU supplies and services contracts thresholds	EU tender
Works only £5,000 up to £100,000	A minimum of 3 quotations required
Works only £100,000 to 1,000,000	Unadvertised tender. A minimum of FIVE companies would normally be invited to tender.
Works only £1,000,000 to EU Works threshold	Nationally advertised tender.
Work only Above current EU Works threshold	EU tender

17 WHOLE LIFE COSTING (WLC)

- 17.1 Whole life costing takes account of the cost of a product or service over its life, from determining the need for it through to its eventual disposal and replacement.
- 17.2 In respect of *equipment*, for example, WLC includes the costs of maintaining and operating the product as well as its outright purchase, hire or lease price; the cost of consumables, utilities, training; and the cost of disposal at the end of its life. In some case the elements that are difficult to calculate are: life expectancy, performance, ease of use and speed.
- 17.3 For services, costs such as full budget costs, overtime, staff training need to be considered when evaluating a service contract and comparing in-house costs against those of buying in the service from an external provider. The purchase cost of equipment is often only a small proportion of the costs of operating it. It is important therefore to take all these elements into consideration when making procurement decisions.
- 17.4 Whole life costing should be applied at a strategic level to assess different options (for example, do nothing, new build or refurbishment) as part of an options appraisal exercise. It should also be used to compare the costs of buying, renting or leasing an item of equipment.
- 17.5 Please seek assistance from Procurement Services if and when whole life costs needs to be considered.

18 REQUEST FOR QUOTATION (ITQ)

- 18.1 An Invitation to Quote (ITQ) process is a means of seeking a competitive offer, usually consisting of a price and delivery details, for particular goods or services. It does **not** require offers to be sealed or received within a set time frame.
- 18.2 Assessment of quotations is usually done on the basis of price only. A more complex evaluation process can however be used if appropriate. This will take account of quality considerations in addition to price.
- 18.3 If quotations require to be assessed on the basis of qualitative (quality) and quantitative (financial) considerations, please contact Procurement Services for assistance.
- 18.4 An ITQ process can be used when proposed expenditure will not exceed £25,000 ex VAT.
- 18.5 The estimated value of expenditure will determine which of three ITQ processes (A, B, C) should be followed:

ITQ Processes

Process A

Estimated expenditure up to £1000 (excluding VAT)	
Minimum requirement: one written quotation	
	<ul style="list-style-type: none">• Prepare a Invitation to Quote (ITQ) document to be provided to the supplier(s) (See Appendix A for template, use where appropriate)• Identify and select suitable supplier(s)• Email the ITQ to the selected supplier(s)• Obtain at least ONE written quotation from a suitable supplier; evaluate quotation• Award the contract to selected supplier and inform the other suppliers that they have been unsuccessful (See Appendices B and C for template, use where appropriate)• Create a requisition on Agresso
<p>Note: The requisition should refer to the quotation and/or framework agreement as appropriate.</p> <p>If assistance is required, contact Procurement Services procurement@stir.ac.uk</p>	

Process B

Estimated expenditure between £1,000 and £5,000 (excluding VAT)	
Minimum requirement: two written quotations	
	<ul style="list-style-type: none">• Prepare an Invitation to Quote (ITQ) document to be provided to the suppliers (See Appendix A for template, use where appropriate)• Identify and select suitable suppliers• Email the ITQ to the selected suppliers• Obtain at least TWO written quotations from suitable suppliers (where practicable); evaluate quotations• Award the contract to selected supplier and inform the other suppliers that they have been unsuccessful. (See Appendices B and C for template, use where appropriate)• Create a requisition on Agresso
<p>Note: The requisition should refer to the quotation and/or framework agreement as appropriate.</p> <p>If assistance is required, contact Procurement Services procurement@stir.ac.uk</p>	

Process C/C1

Estimated expenditure between £5,000 and £25,000 (excluding VAT) - Supplies and Services	
Estimated expenditure between £5,000 and £100,000 (excluding VAT) - Works	
Minimum requirement: three written quotations	
	<ul style="list-style-type: none">• Prepare an Invitation to Quote Quote (ITQ) document to be provided to the suppliers (See Appendix A for template, use where appropriate)• Identify and select suitable suppliers• Email the ITQ to the selected suppliers• Obtain at least THREE written quotation from suitable suppliers (where practicable); evaluation quotations• Award the contract to selected supplier and inform the other suppliers that they have been unsuccessful (See Appendices B and C for template, use where appropriate)• Create a requisition on Agresso
<p>Note: The requisition should refer to the quotation and/or framework agreement as appropriate.</p> <p>If assistance is required, contact Procurement Services procurement@stir.ac.uk</p>	

19 ITQ PROCEDURE GUIDANCE

Statement of Requirement

- 19.1 The ITQ document should include a Statement of Requirements (SoR). This is simply a suitable description (including quantities etc.) of the products or services required. As a minimum, the Statement of Requirements should identify the key requirements and/or outputs. It should be clear, unambiguous, and comprehensive. Mandatory features and characteristics, which must reflect *actual need*, should be spelt out in the SoR.
- 19.2 The method by which quotations will be evaluated (see below) should also be stated.
- 19.3 The completed ITQ will comprise the SoR together, if appropriate, with a price schedule (i.e. a pro forma document). A price schedule requesting that prices be provided ex VAT, is helpful should a complicated set of prices be expected. This will be completed and returned by suppliers with their offer.

Note: a less formal means of requesting quotations should be used where appropriate.

Evaluation Criteria

- 19.4 Quotations can be evaluated in one of two ways:
- On the basis of **price only**: only the (total) price is taken into consideration and an award is made to the bidder submitting the lowest priced quotation.
- Note:** care must be taken to ensure that the suppliers responding to a 'price only' ITQ are offering the same or equivalent products/services.
- On the basis of best price to quality ratio (BPQR): a ratio is set which establishes a weighting for price (or total cost) and a weighting for quality considerations (e.g. price will have a weighting of 30%, quality will have a weighting of 70%).
- 19.5 The evaluation method should be agreed when the ITQ document (including the SoR) is being prepared.

Note: normally the 'price only' evaluation method should be used only for the supply of goods or services with a relatively simple specification. The BPQR will change as the specified requirement becomes more specialist or complex in which quality is more of a critical decision factor.

20 IDENTIFYING AND SELECTING SUITABLE SUPPLIERS

- 21.1 When selecting suppliers to submit quotations, it should be remembered that a diverse range of organisations - whether multi-national companies, small and medium enterprises (SMEs), social enterprises or third sector bodies - may be ideally placed to provide innovative solutions to meet your requirement and to deliver value for money.
- 21.2 The required number of suppliers should be determined in accordance with the financial thresholds. Invitations to Quote should only be issued to suppliers which have the appropriate experience and expertise.
- 21.3 Suppliers may be identified by a variety of means including:

Internet
Public Contracts Scotland website
Trade Publications
Other buying Organisations

- 21.4 If the required number of suppliers cannot be easily identified, assistance may be sought from Procurement Services.

Note: RFQs should not be restricted only to existing suppliers. This will help suppliers who have not previously contracted with the University to access opportunities and gain experience working for the University. This may also facilitate greater competition, encourage innovation and improve value for money and the quality of service delivery.

21 ISSUING THE INVITATION TO QUOTE

- 21.1 The quotation request should be issued by *separate* email to selected suppliers.

22 RECEIVING AND EVALUATING QUOTATIONS

- 22.1 ITQ responses should normally be received by email.
22.2 Verbal quotations should be supported by a supplier email.

Note: emailed responses may inadvertently end up in 'junk mail'. This is due to automated categorisation of incoming email and reasonable care should be taken to monitor both the inbox and the junk folder.

- 22.3 The evaluation of all the quotations received should be on the *price only* or *BPQR* basis stated in the RFQ.

Note: if quotations are received which seek to impose the supplier's own terms and conditions of sale instead of the University's Terms and Conditions of Purchase, the supplier should be informed in writing that the Terms and Conditions of Contract as originally identified will apply to any purchase. If the supplier continues to challenge these terms advice should be sought from Procurement Services.

23 INFORMING SUPPLIERS OF THE OUTCOME OF THE ITQ PROCESS

- 23.1 When the evaluation of the offers received has been completed and an award decision has been made, an award letter (see Appendix B for template, use where appropriate) should be emailed to the selected supplier and 'with regret' letters should be sent to the unsuccessful bidders. (See Appendix C for template, use where appropriate).

24 PURCHASE ORDERING ON AGRESSO

- 24.1 A requisition should be created on Agresso.

Note: the requisition should make reference to the number and /or date of the quotation.

25 CONTRACT MANAGEMENT

- 25.1 The successful supplier's performance should be managed throughout the life of the contract. This is to ensure that goods/services are delivered in line with the price, quality, performance or service level expectations (i.e. the considerations which were integral to the original quotation and award). Any changes to the original quotation should certainly be kept to a minimum.
- 25.2 It may be beneficial to conduct a 'lessons learned' process to identify what went well during an RFQ process and what could be improved in the future.
- 25.3 A review of the contract upon its completion may also be helpful.

26 TENDERING

The Tender Process

- 26.1 A tender process requires to be undertaken when proposed expenditure **exceeds £25,000 excluding VAT**. The use of a stipulated tender process is mandatory for each expenditure threshold and must be conducted by Procurement Services with the full involvement of the Faculty or Service Directorate. If a tender requires to be conducted the Faculty or Directorate should promptly complete a *Tendering Request Form* and submit to procurement@stir.ac.uk.

See Tender Process Flow Chart (Appendix E)

Note: Procurement Services will ensure that all tendering is conducted in accordance with the extant public procurement regulations and best practice. The *Procurement Journey*, developed and maintained by Scottish Procurement, is a comprehensive guide to best practice for public procurement. This guidance supports all levels of procurement activity and also helps to manage the expectations of all parties involved (i.e. stakeholders, customers and suppliers). It can be accessed on the following link:

<https://www.procurementjourney.scot/>

- 26.2 A tender is a more formal process than a RFQ and requires both compliance with stricter rules and methods of working which includes but is not limited to:
- Assignment of roles and responsibilities between Procurement Services and the Faculty or Service Directorate
 - Implementation of an agreed procurement plan
 - Adherence to an agreed and/or prescribed timetable
 - Full involvement by the Faculty or Service Directorate in creating the specification
 - Formation of a tender evaluation panel
 - Agreement on a set of evaluation criteria
 - Receipt of secure bids via an electronic post-box
 - Pre-tender engagement with potential bidders which ensures fair and equitable treatment of interested parties
 - Official communication of the outcome of the tender process to bidders.

Identifying the Applicable Financial Threshold

- 26.3 In order to determine which threshold applies to a purchase *or a series of related purchases*, the aggregated total of the goods, services or works required over a 48 month period should, where appropriate, be taken into account
- 26.4 For example, if a consultant is required to provide a service to the University one day per month over a four-year period, then the cost of the service should be estimated as no. of days per year (12 in this case) x estimated daily rate (e.g. £500) x 4 years. The estimated total cost of the engagement would therefore be £24,000 which requires three competitive quotations.

Public Contacts Scotland (PCS)

<http://www.publiccontractsscotland.gov.uk/>

- 26.5 PCS is an electronic national contracts advertising portal. It contains details of contract opportunities with Scottish Local Authorities, NHS Scotland, the Scottish Government; Agencies and Non Departmental Public Bodies, Higher and Further Education and the Emergency Services.
- 26.6 All *regulated* contracts (those within the scope either of the Public Contracts (Scotland) Regulations 2015 or the Procurement (Scotland) Regulations 2016) are advertised on this portal. This procedure is the responsibility of Procurement Services.

27 RECORDS MANAGEMENT

- 27.1 Records of each formal procurement process should be retained for a minimum period of *seven years*. This is good practice and, in the event of an audit, the retained documentation may be required to demonstrate compliance to the Procurement Policies and Procedures. *Where* documents are held depends on whether or not the process has been conducted with the support of Procurement Services.

Processes conducted *without* the support of Procurement Services:

- 27.2 The file to be kept by the Faculty or Service Directorate on each procurement process should include the following as a minimum:
- Quotations as appropriate for the particular level of expenditure
 - Electronic copy of the purchase order
 - If applicable: a copy of the approved *Policy Procurement Waiver Request Form* (see below)
 - If applicable: Framework Waiver Declaration Form

Processes conducted *with* the support of Procurement Services:

- 27.3 Documents that will normally be retained (electronically) by Procurement Services
- All the competitive process documentation (tender or framework 'mini-competition' documents as appropriate)
 - If applicable: a copy of the approved Policy Procurement Waiver Request Form
 - If applicable: Framework Waiver Justification Form
- 27.4 Documents that will normally be retained by the Faculty or Service Directorate:

- Copy of the purchase order

Note: purchases of goods, services and works are routinely the subject of requests made under the Freedom of Information (Scotland) Act 2002..

28 PROCUREMENT POLICY WAIVER REQUEST

28.1 If, in respect of a particular planned procurement **with an estimated value in excess of £25,000 ex VAT**, a Faculty or Service Directorate considers there are good reasons to adopt a practice which is not in accordance with the Procurement Policy (i.e. approaching only a single supplier) a *Policy Waiver Request Form* (**Appendix F**) should be completed. The waiver request must be formally approved by the Dean of Faculty or Service Director. The completed form should then be submitted to Procurement Services for consideration.

28.2 All waiver requests must provide clear and robust supporting evidence. Three specific questions should be addressed:

- In what way(s) and for what tangible reason(s) is the preferred supplier considered to be uniquely qualified to meet the requirement?
- Is the preferred supplier commercially robust and would their appointment be acceptable with regard to the University's ethical standards?
- How can best value for money be demonstrated?

Note: any policy waiver will require the approval of both the Head of Procurement and the Chief Operating Officer and University Secretary.

29 GUIDE TO THE PURCHASE OF GENERAL COMMODITIES

29.1 This section provides guidance only in respect of the most commonly purchased commodities.

Stationery

29.2 Stationery (excluding paper for MFDs) should be purchased directly from the appointed stationery supplier.

Desktops, Laptops, Tablets and IT accessories

29.3 This commodity is the responsibility of Information Services. Any request for information should be directed to the Information Services Help desk by emailing information.centre@stir.ac.uk

Multi-Function Devices and associated Paper

29.4 This commodity is the responsibility of Information Services. Any request for information should be directed to the Information Services help desk by emailing information.centre@stir.ac.uk

Mobile Phones and all 3G/4G enabled Devices

29.5 This commodity is responsibility of Information Services. Any request for information should be directed to the Information Services help desk by emailing information.centre@stir.ac.uk

Furniture

29.6 Prior to take the decision to buy new furniture every effort should be made to find out if it is possible to re-use furniture no longer required by another Faculty or Service Directorate. Please check the WARPit website at <https://www.warp-it.co.uk/login> or contact E&CS.

- New furniture: replacement or additional furniture should be purchased using an APUC Framework Agreement. Access the contracts website.

<http://www.stir.ac.uk/finance-office/procurement/contracts/>

- Furniture for new posts: Faculty and Service Directorate budgets apply. Contact Property Management as appropriate
- Ergonomic furniture: As ergonomic furniture and related equipment are specific to each individual user, the University's Occupational Health Service should be contacted in the first instance.

Vehicles

29.7 If you are considering leasing or purchasing a new or replacement vehicle (car or light commercial vehicle) please contact Procurement Services (PS) in the first instance. PS is registered with the *Pan Government Vehicle Lease and Purchase web portal* ('The Fleet Portal') and can access current framework suppliers that offer significant discounts.

For other vehicles not covered by the Pan Government arrangements, e.g. tractors, motorised mowers, etc. the existing monetary thresholds will determine the appropriate procurement route e.g. ITQ or tender.

Note: particular scrutiny will be given to the statement of requirement for any proposed new vehicle acquisition whether purchased or leased.

Vehicle Lease

29.8 The Fleet Portal pulls real-time prices from current framework supplier's websites. Prices will be displayed including Service Maintenance and Road Licence Fund costs and other information which enables quick and easy comparison of prices. Prices are valid for 30 days subject to manufacturer's price increases. Details required in order to seek quotes include:

- Make and model of vehicle
- Annual Mileage
- Fuel type
- Transmission
- Lease period (usually 3 or 4 years)
- Accessories

Vehicle Purchase

29.9 The Fleet Portal applies manufacturer framework discounts to the Manufacturer Retail Price to give a net discounted price. Again, significant discounts may be achieved. PS will obtain quotes for at least 3 similar/comparable vehicles, e.g. Ford Focus, Vauxhall Astra and Skoda Fabia. Whole life costings are considered when deciding on the most appropriate vehicle, e.g. Purchase price; Service & Maintenance costs; Road Fund Licence; Fuel Consumption; and, delivery charges.

Vehicle Hire

29.10 The existing monetary thresholds will determine the procurement route, e.g. below £1000 one written quote should be obtained from an appropriate supplier.

D PUBLIC PROCUREMENT LEGISLATION

30 EU PUBLIC PROCUREMENT DIRECTIVES (2014/24/EU) AND PROCUREMENT REFORM (SCOTLAND) ACT 2014

- 30.1 The University is required to comply with the terms of the Public Contracts (Scotland) Regulations 2015, the Procurement (Scotland) Regulations 2016, the Concession Contracts (Scotland) Regulation 2016 and Utilities Contracts (Scotland) Regulations 2016. These specific Regulations implement the Public Procurement Directive 2014/24/EU and the Procurement Reform (Scotland) Act and lay down the procedures for the award of public supply contracts, public service contracts and public works contracts.
- 30.2 These Regulations place a responsibility on public and publicly funded bodies to advertise contracts, above pre-determined values, in either Public Contracts Scotland (PCS) or in the Official Journal of the European Union (OJEU) and thereafter to conduct the tendering and award of such contracts in accordance with specific procedures and practices.
- 30.3 These Regulations apply where it is intended to award a contract or series of contracts, the total value of which exceeds a stipulated threshold for the procurement of goods, services (by purchase, lease, rental or hire purchase) and works. The threshold values are net of V.A.T. The EU threshold values are revised every two years. (See Financial Thresholds).
- It should be noted that attempting to avoid application of the Regulations by artificially or deliberately breaking up ('disaggregating') expenditure for similar requirements into separate parts, each with a value below the relevant threshold, is a breach of the Regulations.**
- 30.4 Certain mandatory time limits are built into the Regulations. Consequently it is critical for Faculties and Service Directorates to carefully plan ahead to ensure a tender process can be conducted which will both meet business need and comply with these stipulations. All requirements or series of requirements which may exceed the applicable Scottish or EU thresholds should be communicated at the earliest possible stage to Procurement Services (PS).
- 30.5 PS will lead or support the *regulated* tender process on behalf of, and in conjunction with, the Faculty/Directorate.

Penalties for non-compliance under Scottish Regulations

- 30.6 By determination of a sheriff court or Court of Session, the procedure leading to the award of a regulated contract may be suspended and/or the implementation of any decision or action taken by the University in relation to that procedure might be suspended. If the court finds the University to be in breach of a duty, the court may:
- Order the setting aside of the award decision or related action
 - Order the University to amend any document
 - Award damages to any person suffering loss or damage in consequence of the failure of the contracting authority to comply with its duty.

Penalties for non-compliance under EU Regulations

- 30.7 If the University is in breach of a duty that is within the scope of the Regulation:
- The power to proceed with a contract award may be suspended
 - An ineffectiveness order may be made (bringing tender process or contract award or contract to an abrupt halt)
 - A financial penalty may be imposed and a contract or framework may be shortened.

- Damages may be awarded to parties that have suffered loss.

30.8 EU Statistical Returns must be provided annually to the Scottish Government on all contract awards where the EU Public Procurement Directives have applied. This is administered on behalf of the University by Procurement Services.

E OTHER RELEVANT LEGISLATION

31 EQUALITY ACT 2010

General Equality Duties

- 31.1 All procurements are subject to the general equality duty. All *tenderers* are required to provide information in respect of their compliance with the Equality Act 2010.

Specific Equality in Procurement Duties

- 31.2 For all *regulated* procurements which are the subject of a tender process due regard will be given to whether the award criteria and contract conditions must include considerations to enable the University to better perform its equality duty.
- 31.3 Any consideration will be both related to, and be proportionate to, the subject matter of the proposed contract.
- 31.4 The level of regard due and any award criteria and conditions relating to the performance of a relevant contract will be proportionate to the degree of relationship between equality and the subject matter of the contract.
- 31.5 Procurement Services will assess the relevance of equality to all *regulated* contracts.

32 MODERN SLAVERY ACT 2015

- 32.1 The Modern Slavery Act consolidates slavery and trafficking offenses and introduced tougher penalties and sentencing rules. It ensures that the main offences are subject to the toughest asset recovery regime under the Proceeds of Crime Act 2002, introduces bespoke slavery and trafficking compensation orders, and provides for the confiscation of vehicles, ships and aircraft used for the purposes of trafficking.
- 32.2 Part 6 of the Act requires organisations to report on the processes and due diligence taken to ensure that their supply chains are slavery free. The 'Transparency in Supply Chains' clause requires organisations with a turnover of £36 million or more to produce and publish a slavery and human trafficking statement each financial year.

F SUSTAINABLE AND SOCIALLY RESPONSIBLE PROCUREMENT

33 SUPPLIER CHAIN CODE OF CONDUCT

- 33.1 The University seeks to conduct all tendering in an environmentally, socially, ethically and economically responsible manner. Accordingly, APUC's *Supplier Chain Code of Conduct* is an integral part of every Invitation to Tender under all *regulated* competitions. All suppliers are asked to make a clear declaration of support for the principles contained in this Code as regards their own organisation and their supply chain. See Appendix H.

34 COMMUNITY BENEFITS

- 34.1 'Community benefits are one of a range of social and environmental considerations that can be included in public contracts and frameworks where they are compatible with the TFEU (Treaty on the Functioning of the Union) fundamental principles of transparency, equal treatment and non-discrimination, proportionality and mutual recognition' (*Guidance under the Procurement Reform (Scotland) Act 2014*, Scottish Government, March 2016). Community benefit clauses provide a means of achieving sustainability in public contracts. They relate to a number of defined contractual outcomes including targeted recruitment and training, small business and social enterprise development and community engagement.
- 34.2 The University will identify opportunities where such clauses can be legitimately and usefully employed in tender documentation to specify relevant and proportionate community benefit requirements.

Note: Public Contracts (Scotland) Regulations 2015 requires the University to consider making community benefits a specific requirement on any contract with a value in excess of £4,000,000 ex VAT. In practice this duty will mainly apply to works contracts.

http://www.scottishfuturetrust.org.uk/files/publications/Community_Benefits_Toolkit_-_For_Construction.pdf

35 FAIR WORKING PRACTICES

- 35.1 The University can contribute towards meeting its sustainable procurement duty under the Procurement (Scotland) Regulations 2016 by adopting policies to promote fair work practices in relevant public contracts.
- 35.2 The University believes that employers whose staff are treated fairly, who are well-rewarded, well-motivated, well-led, have access to appropriate opportunities for training and skills development, and who are a diverse workforce are likely to deliver a higher quality of service. Further, we maintain that good relationships between employers and their workforce contribute to productivity and ultimately sustainable economic growth.
- 35.3 We expect contractors who deliver public contracts to adopt policies which demonstrate how they comply with relevant employment, equality and health and safety law, human rights standards and adhere to relevant collective agreements. We further expect contractors to have policies which describe how they adopt fair work practices for all workers engaged on delivering the public contract.

36 SUPPORTED BUSINESSES

36.1 Under Public Contracts (Scotland) Regulation 2015, participation in a regulated procurement (other than an EU-regulated procurement) may be restricted to supported businesses only.

36.2 *A supported business* is defined as:

‘an economic operator whose main aim is the social and professional integration of disabled or disadvantaged persons and where at least 30% of the employees of the economic operator are disabled or disadvantaged persons

37 TERMS AND CONDITIONS OF PURCHASE

37.1 The University's standard Terms and Conditions of Purchase apply to all official University purchase orders for supplies and services. These terms are available at <http://www.stir.ac.uk/media/internal/procurement/documents/Appendix%20A%20PDF.pdf>

Note: If a prospective supplier is unwilling to accept the University's Terms and Conditions of Purchase or these terms are, in particular circumstances, considered to be inappropriate, advice should be sought from Procurement Services.

38 DISPOSAL OF EQUIPMENT

38.1 The disposal of any item of equipment on each Faculty and Directorate's asset register and/or inventory listing (whether obtained by purchase or by gift) must be carefully controlled.

38.2 As disposal transactions are subject to internal and external audit, documentary evidence associated with the disposal must be held for a minimum of *five* years.

38.3 If there is no University need for the equipment, Procurement Services, in liaison with the Faculty/Directorate representative, will arrange for the equipment to be advertised for sale (on a stated price or by bid) internally and/or externally on <http://xchange.procureweb.ac.uk/> or a similar website as appropriate. It should be recognised that whilst some items no longer required by the University will have a resale value, others will incur costs in their safe and legal disposal.

38.4 Occasionally, it may be appropriate for an item (e.g. equipment or furniture) which is of no further use to the University to be donated for charitable use.

38.5 Circumstances may arise in which equipment is transferred between institutions as a result of a member of staff taking up a new post. The transfer of University property to another institution must not occur without the knowledge and consent of the Dean of Faculty/Service Director. A financial settlement will usually be sought and the Finance Office must be kept fully informed so that an appropriate invoice can be raised.

38.6 Upon completion of the transfer or sale of equipment, the Faculty/Service Directorate's asset register or inventory listing should be amended accordingly.

38.7 Where equipment is fit only for scrap, authority to remove it from the asset register or inventory listing should be sought from the Head of Faculty/Service Director concerned. Due cognisance should be taken of all current legislation and good practice with respect to the safe disposal of equipment.

Note: Cognisance must be given to IT Policy in respect of the disposal of any IT equipment which has previously stored data

<http://www.stir.ac.uk/is/staff/it/purchasing/hardware/>

- 38.8 A Disposal Form should be completed and issued to the party receiving the equipment. See Appendix I

39 EQUIPMENT AND FURNITURE RE-USE

WARPit

- 39.1 WARPit is an easy to use online portal which provides a platform for the University to redistribute (give, loan or share) resources legally and conveniently within Stirling and beyond, within other organisations. The tool makes it easy for staff to find others in the University with obsolete or redundant equipment, reducing procurement spend. It also makes it easy for staff who are disposing of unwanted equipment to find new owners, saving on waste disposal.
- 39.2 The tool demonstrates significant savings on purchasing and waste disposal costs, as well as avoiding landfill and carbon emissions. Transferring resources between people in organisation and between organisations is fraught with difficulties. The tool seeks to address these challenges, making transfers convenient, easy and legal and stops old but still 'fit for purpose' equipment ending up in skips and new equipment being bought needlessly.
- 39.3 WARPit works with furniture equipment or any resource, including fixtures and fittings, electrical, books, stationery, lab equipment, technical equipment etc.
- 39.4 To make use of WARPit access the following link:
<https://www.warp-it.co.uk/company/unistirling>

APPENDICES

Appendix A Invitation to Quote (ITQ)



Faculty/Service Directorate Name

University of Stirling

Room No

Building Name

Stirling

FK9 4LA

Tel No

"Insert date"

Dear Supplier

INVITATION TO QUOTE FOR "(Insert name of service/goods)"

QUOTE Ref: "(Insert quotation ref)"

You are invited by the University of Stirling to quote for the provision of **goods/services (or SoR may be attached if appropriate)**. Your quotation should be submitted by **"Insert time, day and date"**. Late quotations may not be considered.

The University of Stirling is not bound to accept the lowest priced or any quote. Prices quoted shall remain firm for the duration of the contract period. VAT should be shown separately and your VAT registration number should be provided.

All quotations will be evaluated using the following criteria and weightings: (To be removed if the quotations will be evaluated on a price only basis)

Evaluation Criteria	Weighting
E.g. Quality	X%
E.g. Price	X%

By providing a quotation you agree to be bound by the University's terms and conditions of purchase which are available at <http://www.procurement.stir.ac.uk/policy/index.php#appendixa>. Should your quotation be accepted, those terms and conditions will apply to the resulting contract.

Enquiries and offers in respect of this Request for Quotation should be addressed to **"add buyer contact details here"**

Yours faithfully

Add your name and Job Title

Appendix B

ITQ Award Letter



Faculty/Service Directorate Name

University of Stirling

Room No

Building Name

Stirling

FK9 4LA

Tel No

"(insert date)"

Dear **"INSERT SUPPLIER NAME"**

INVITATION TO FOR QUOTE FOR: "add contract name here and contract reference number"

On behalf of the University of Stirling, I am pleased to accept your quotation for the above requirement. The documents listed below shall be deemed to form and to be read and to be construed as part of the Contract:

- This letter
- The Invitation to Quote (and SoR if applicable) dated **"(insert date)"**
- Your response to the Invitation to Quote dated **"(insert date)"**
- The University's terms and conditions of purchase attached (either in document form or as a **web link**)

The contract will commence on"(insert date)" "insert price" "(insert date)".

Please confirm receipt of this contract award letter at the following address **"(add address here)"**
This will act as an acknowledgement of receipt of this contract award letter.

Please do not hesitate to contact me directly should you have any questions regarding the content of this letter.

Yours faithfully

Name and Job title

INVITATION TO QUOTE FOR: "add contract name here and contract reference number"

On behalf of **"INSERT SUPPLIER NAME"** ..

_____ (signed)

_____ (print full name)

Authorised signatory on behalf of **"INSERT SUPPLIER NAME"**

Date:_____

Appendix C

ITQ Regret Letter



Faculty/Service Directorate Name

University of Stirling

Room No

Building Name

Stirling

FK9 4LA

Tel No

Add **date here**

Dear **"INSERT SUPPLIER NAME"**

INVITATION TO QUOTE FOR: "add contract name here and contract reference number"

Thank you for your quotation dated **"(insert date)"**. The evaluation of all the quotations received for this contract has now been completed. I regret to advise that on this occasion your quotation has not been accepted.

Provide brief reasons why the supplier was unsuccessful.

On behalf of the University of Stirling, I would like to thank you for the time and effort taken when submitting this quotation.

Please do not hesitate to contact me directly should you have any questions about the content of this letter.

Yours faithfully

Name and Job title

Appendix D

Tendering Request Form

This form is to be completed and returned by email to procurement@stir.ac.uk for all proposed expenditure with a total value in excess of £25,000 ex VAT.

Requester details

Faculty/Directorate	Name of Requester	Email address	Phone number

Budget Holder details

Name of Budget Holder	Email address	Phone number

Contract details

Title of the proposed Contract	
Brief Description of Requirement	
Preferred starting date for this Contract	
Expected Contract Period (including extension period if applicable) e.g. initial 3 years + 2 years extension option	
Estimated Annual Value of Contract (ex VAT)	
Estimated Total value of Contract (ex VAT)	
Has budget for this expenditure been confirmed and approved?	
Names of potential suppliers likely to tender	
Estimated date when a draft specification will be made available to Procurement Services	

Tender evaluation team

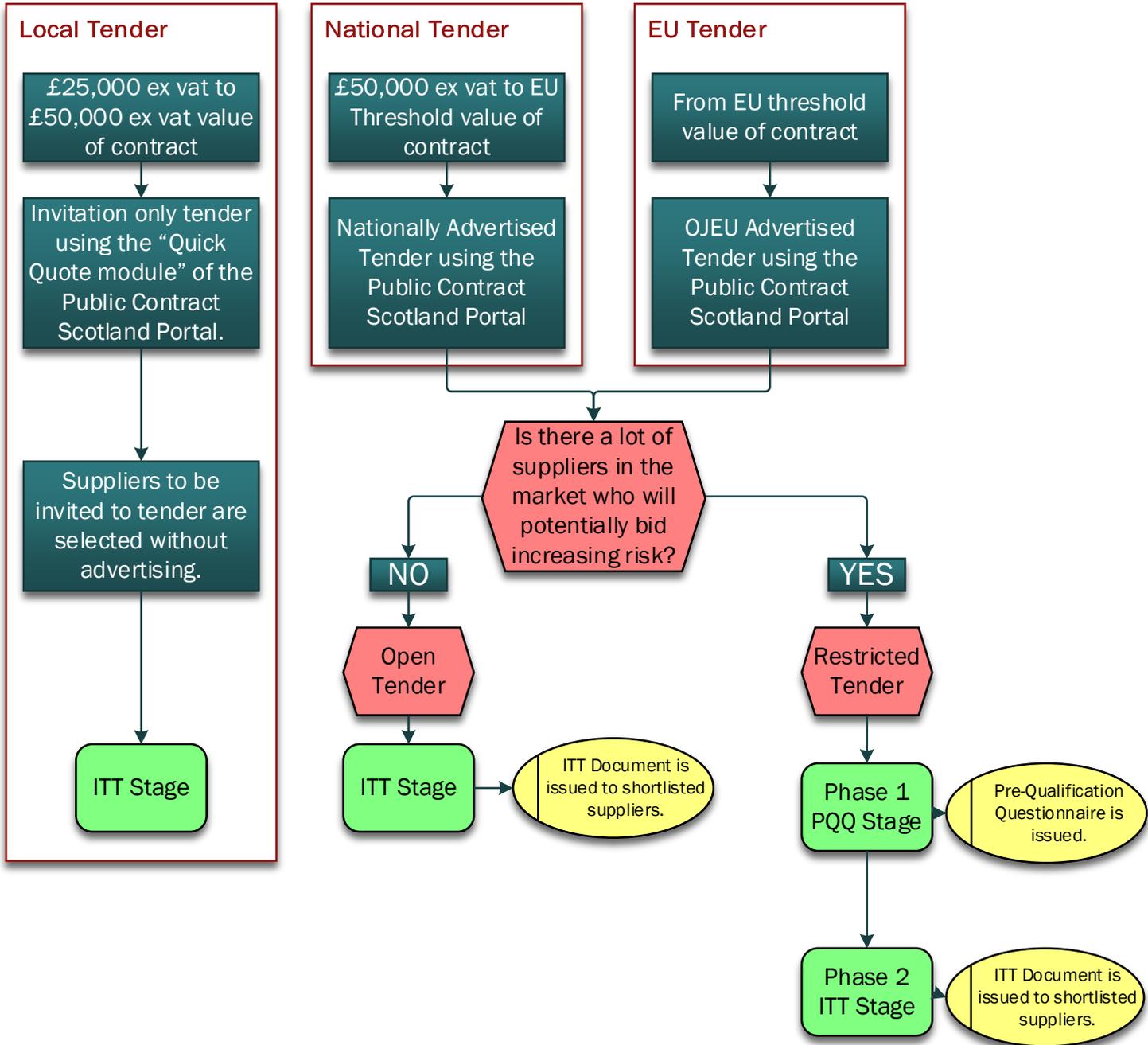
Names of those who will be involved in evaluating tenders	
---	--

Date of Submission:.....

Appendix E Tender Processes

Tender Processes

Complete and submit a Tendering Request Form to Procurement Services



Appendix F

Procurement Policy Waiver Request Form

	Procurement Services	April 2016	RW
	<i>WAIVER OF UNIVERSITY'S PURCHASING POLICY</i>		

1 Waiver the requirement to obtain competitive tenders (over £25,000 ex VAT)	
2 Waiver the requirement to use existing Contract/Framework	
<i>(Please insert a cross in the appropriate box)</i>	

Name of Supplier					
Description of Goods / Services / Works					
Date waiver submitted to Procurement Office					
Value of Proposed Expenditure (ex VAT) £	£				
Please provide a full explanation for seeking a policy waiver:					
Dean of Faculty/Service Director or Deputy					
Name		Signature		Date	

PROCUREMENT OFFICE USE ONLY					
Approval	<i>Given / Rejected</i>	Reason	<i>Urgent / Sole Supplier / 2 Quotes / National Agreement / Use Existing Supplier/ Addition to Existing Contract / Framework Pending / Other:</i>		
Colin Elliott Procurement Manager			Signature		Date
UNIVERSITY SECRETARY'S OFFICE USE ONLY					
Approval	<i>Given / Rejected</i>	Reason			
Eileen Schofield University Secretary			Signature		Date

Appendix G

Framework Agreement Waiver Declaration Form

	Procurement Services		April 2016	FWD
	FRAMEWORK AGREEMENT WAIVER DECLARATION FORM			
Framework Agreement(s)				
Description of Goods/Services/Works				
Value of Proposed Expenditure (ex VAT) £				
Please provide a concise explanation for choosing not to use the framework agreement(s) stated above:				
Dean of Faculty/Service Director or Deputy				
Name		Signature		Date

This document should be retained by Faculty or Service Area.

Appendix H

APUC Supply Chain Code of Conduct

APUC and its client community of colleges and universities is committed to carrying out procurement activities in an environmentally, socially, ethically and economically responsible manner and to entering into agreements and contracts with suppliers that share and adhere to its vision. To demonstrate this commitment, current and potential suppliers are asked to acknowledge their compliance with the principles of the APUC Supply Chain Code of Conduct with respect to their organisation and their supply chain.

With respect to **Social Compliance** Suppliers shall:

Not use forced, involuntary or underage labour

- Employees should be free to choose their employment and leave that employment without hold by financial deposit or personal items.
- Forced, bonded or involuntary prison labour shall not be used.
- Support the effective abolition of child labour.
- Comply with the national minimum age for employment, or minimum age 15, whichever is the higher unless a lower local minimum age is permitted under International Labour Organisation (ILO) convention 138.
- Where any child is found to be engaged in or performing child labour, to provide support for that child to enable them to complete, as a minimum, their compulsory education (even if they shall cease to be involved in child labour), or an equivalent education level, as provided for under the UN Covenant on Economic, Social and Cultural Rights. Such support by the supplier should recognise and not prove detrimental to the conditions of the child or those that their work supports.

Provide suitable working conditions and terms

- At least statutory minimum wages (or if none, a realistic living wage) must be paid without discrimination to all employees and all non-statutory deductions must be with the consent of the employee.
- Working hours must not be excessive (not over 48 hours per week, excluding overtime) and must allow for at least 1 day off for each 7 day period on average. Working beyond this should be non-regular and of employees own will.
- A safe and hygienic working environment must be provided, including any catering or accommodation areas. Any hazardous working, as defined by ILO, should only be carried out by persons aged 18 years or over.
- All equipment must be safe for use and processes must allow a safe working environment.
- Policies and processes must be in place for recording and eliminating occurrence/reoccurrence of health and safety related incidents.

Treat employees fairly

- Allow employees the freedom of association to join (but not be forced to join), or be represented by, a trade union or similar organisation of their choice, and be free to leave such organisations.
- Not discriminate or unfairly treat any employee for any reason including education, social class / caste, nationality, trade union membership or any of the 9 Protected Characteristics of the UK Equality Act 2010.
- Provide a workplace free from discrimination, harassment or victimisation.
- Treat all employees with respect and dignity, and not accept inequality as justifiable on a basis of culture.
- Remunerate all employees equally at the same employment grade, regardless of any characteristics listed above, unless statutory conditions require otherwise.

With respect to **Ethical Compliance and Economic Development** Suppliers shall:

- As a minimum, comply with all laws and regulations of the countries they are working in, manufacturing in or trading with, as applicable.
- Not be involved in any way with acts of corruption or bribery, or support acts of violence or terrorism or abuse of individual people or communities.
- Not force unsustainable or unfair contract terms on their suppliers, or throughout their supply chain, nor allow unfair exploitation of a dominant market or customer position.
- Support fair trade conditions for producers, where applicable.
- As a minimum, comply with all financial regulations and taxations of the countries they are working in, manufacturing in or trading with, as applicable.
- Include community benefit delivery in the locality of where the contract is performed (including publishing and delivering levels of local training and employment opportunities etc.).
- Appoint sub-contractors through an open and fair process such as public advertising of such opportunities wherever possible.
- Act at all times with respect and integrity, including open and transparent accounting.
- Allow staff protection if reporting misconduct or raising concerns with respect to their own, or another organisation, and ensure all affected staff are treated in a fair and transparent manner.

With respect to **Environmental Compliance** Suppliers shall:

- As a minimum, comply with all local and national environmental laws, regulations and directives of the countries they are working in, manufacturing in or trading with, as applicable.
- Actively avoid causing environmental damage and/or negative environmental impact through manufacture and supply of the goods or services and disposal of supply chain waste.

- Have a business plan in place, and be acting on it, to minimise their environmental impact year on year and adopting or working towards internationally recognised environmental standards and/or behaviours.
- Encourage the development and use of environmentally friendly technologies.
- Promote positive environmental impacts (such as reduced carbon emissions, better carbon management, waste management and water management, reduced pollution levels and technological improvements) through their activities wherever possible.

Supply Chain Code of Conduct copyright © 2013 APUC Ltd.

Appendix I



SALE/DONATION OF TBA

The University of Stirling hereby transfers ownership and title of the **TBA** described below to:

Details TBA

in consideration of the sums also detailed below and being the **sale price or donation value** excluding Value Added Tax.

In making this **sale or donation**, the University of Stirling offers no warranty or guarantee as to the condition or fitness for purpose of **TBA** and will accept no liability for its performance.

Equipment which is the subject of this **sale or donation**:

- TBA

ACKNOWLEDGMENT BY PURCHASER

I agree to **purchase or accept the donation of** the equipment described above from the University of Stirling and I understand that the University cannot be held responsible for any consequences of any use to which I may put the goods.

Signed:

Name of **the purchaser or beneficiary**

Date: