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A. PROCUREMENT POLICIES

1 PURPOSE

1.1 This document sets out the policies and procedures that apply to all procurement activity undertaken by members of staff.

1.2 The overarching objective of University procurement activity is to obtain best value for money on all non-pay expenditure.

1.3 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.

1.4 These procurement policies provide a broad regulatory regime under which all procurement activity must operate.

1.5 The revised procedures translate these policies into processes and procedural standards. Both the policies and the procedures take full cognisance of the current legislative framework for public procurement in Scotland.

1.6 These policies and procedures must be read and acted upon in conjunction with the Financial Regulations.

2 POLICIES

2.1 Budget holders must obtain goods, services and works of the appropriate quality at the lowest possible cost.

2.2 Staff must consult with Procurement Services (‘PS’) at the earliest opportunity where proposed expenditure for a single requirement or multiple similar requirements exceeds £25,000 (ex. VAT).

2.3 The purchase thresholds, which specify how different levels of expenditure are to be treated, must be adhered to. It should be noted that the disaggregation of similar requirements, for the sole purpose of avoiding a higher purchase threshold, is not permitted.

2.4 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.

2.5 The Executive Director of Finance will report annually in accordance with statutory requirements, and as required outside the normal reporting cycle, on procurement performance across the University.
2.6 The University, primarily through PS, will actively participate in the formulation of collaborative procurement strategies, whether of a national, sectoral or intra-sectoral nature, and will engage with collaborative framework agreements. Such frameworks will be used, wherever appropriate, to deliver cash and non-cash benefits to the University.

2.7 The University, primarily through PS, will engage meaningfully and support the work of the sectoral Centre of Procurement Expertise, APUC Advanced Procurement Universities and Colleges Ltd (‘APUC’) and the Scottish Procurement and Commercial Directorate.

2.8 The University will conduct its procurement activities in a responsible manner and will seek to engage with suppliers that share and adhere to that vision.

2.9 Faculty Deans and Professional Service Directors have primary responsibility to ensure that all relevant activity within their areas of responsibility operates within and complies with the procurement policies. They are accountable for all devolved procurement and purchasing activity and will ensure this is managed effectively and appropriately.

2.10 In advance of all major institutional procurement being undertaken, USPG will be appropriately notified.

Note: these policies apply to all procurement activity, irrespective of the source of direct or indirect funding.
B. PROCUREMENT SERVICES

3 ROLE

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

4 MISSION

4.1 Encourage and enable the University to obtain value for money in all of its non-pay transactions and consider its wider responsibilities in terms of legal, ethical, social, economic and environmental impact.

4.2 Help deliver transformational change by embedding ‘fit for purpose’ procurement practices across the University.

4.3 In partnership with stakeholders, to create and embed optimum procurement strategies that will generate responsible outcomes that best support the University’s strategic plan.

4.4 Ensure that all University procurement activity is conducted in a manner that is consistent with the Scottish Model of Procurement.

5 REMIT

5.1 To develop, maintain, promote and implement the University’s Procurement Strategy, Policies and Procedures.

5.2 To measure and report, in partnership with Faculties and Professional Services, institutional procurement performance.

5.3 To ensure that the University complies fully with all relevant public procurement legislation.

5.4 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.

5.5 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.
5.6 To conduct or support unregulated activity (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) undertaken by Faculties and Professional Services.

5.7 To challenge *constructively* the initial statement of requirement created by Faculties and Professional Services and suggest appropriate alternatives.

5.8 To provide information on current framework agreements and advice on their use.

5.9 To deliver training as appropriate, and provide training opportunities, for all University staff who have procurement and purchasing responsibilities.

5.10 To provide information and advice on all procurement related matters.

5.11 In partnership with Faculties and Professional Services, to provide market intelligence and conduct market engagement and research.

5.12 To pursue and develop co-operative relationships with all those involved in procurement and purchasing within Faculties and Professional Services.

5.13 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).

5.14 To embed proportionate supplier relationship management with the University's key strategic suppliers and so mitigate supply chain risk.
C. PROCUREMENT PROCEDURES

6 PROCUREMENT FLOWCHART – SUPPLIES AND SERVICES

Identify the requirements considering any potential community benefits * and prepare a brief.

Find out the budget availability and total value of expenditure. The total value should be based on the Whole Life Cost **

Can I source the requirements internally from a University Faculty/Service Directorate?

Yes → Contact the relevant Faculty/Service Directorate.

No → Can I source the requirements from a valid Framework Agreement and achieve best value? ***

Yes → Contact the relevant Supplier.

No → Use the following routes depending on the total value of expenditure to source the requirements:

**Quotation Processes**

- **Process A**
  - Up to £5,000 ex vat
  - One written quotation required

- **Process B**
  - Between £5,000 and £25,000 ex vat
  - Two written quotations required

- **Process C**
  - Between £25,000 and £50,000 ex vat
  - Three written quotations required ****

**Tender Processes**

- **Nationally Advertised Tender**
  - Between £50,000 and EU Thresholds
  - Contact Procurement Services

- **EU Advertised Tender**
  - From EU Thresholds *

* Community Benefits Statutory Requirements are mandatory for any contract with a value over £4,000,000 ex-vat and are recommended for any value up to £4,000,000 ex-vat.

** Whole Life Cost: See relevant section within this document for more details.

*** Framework Agreements will typically offer best value and minimise environmental and social impact.

**** Staff are required to consult with Procurement Services where proposed expenditure exceeds £25,000 ex-vat.
Identify the requirements considering any potential community benefits * and prepare a brief

Find out the budget availability and total value of expenditure.

Can I source the requirements from a valid Framework Agreement and achieve best value? **
Please check the Framework Agreements & Contracts page and the Commodities page on the Procurement Services website.

Use the following routes depending on the total value of expenditure to source the requirements externally

** Community Agreements will typically offer best value and minimise environmental and social impact

* Community Benefits Statutory Requirements are mandatory for any contract with a value over £4,000,000 ex-vat and are recommended for any value up to £4,000,000 ex-vat

** Framework Agreements will typically offer best value and minimise environmental and social impact
8 ROLES AND RESPONSIBILITIES

8.1 Responsibility for the day-to-day management of Procurement activities is devolved to the Faculties and Professional Services in accordance with the Financial Regulations and the Procurement Policies.

8.2 Procurement Services 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 and effective local management.

8.3 It is the Faculty and Professional Service Area’s responsibility to:

- Manage procurement activity within their Faculty and Service Area;
- Identify their future requirements and current contracts renewals;
- Plan their procurement activities;
- Liaise with Procurement Services for any general procurement advice;
- Liaise with Procurement Services when the contract value is above the tendering financial thresholds;
- Manage proportionately their respective contracts and monitor the performance of their suppliers;
- Be accountable to commit resources and time during a tendering process lead by Procurement Services on their behalf.

9 PROCUREMENT METHODS

9.1 First consideration should be given to whether a particular requirement (e.g. a service) can be met internally by a Faculty or Service Directorate with suitable resource and capability.

9.2 If the requirements cannot be met internally then the Faculty or Service Directorate should make use of an existing framework agreement or existing University contract.

Procurement Services will advise on framework/contract availability and options.

Framework agreements will typically offer best value and minimise environmental and social impact.

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

The types of framework agreements that can be used comprise those arranged by the University itself and those put in place by various collaborative procurement bodies including:

- Advanced Procurement for Universities and Colleges (APUC)
- Scottish Procurement (Scottish Government)
- Crown Commercial Services (UK Government)

Further information about the framework agreements available for common and other commodities can be found on the Procurement Services website.
9.3 If the requirements cannot be met internally or via the use of an existing Framework Agreements/contract then the procurement process to be followed, should either be a ‘Request for Quotations’ (RFQ) or a ‘Tendering Process’ depending on the value of the contract and the relevant financial thresholds stated below.

Note: The anticipated value of the contract must be based upon a set period of time (e.g. 4 years) and ‘whole life costing’ considerations should be included where appropriate.

**Difference between a ‘Request for Quotations’ and a ‘Tender Process’:**

A ‘Request for Quotations’ is the simplest way to request pricing for goods and services up to a total value of £25,000 ex VAT. It entails contacting suppliers directly to request prices and a delivery timeframe. If the requirement entails a more complex consideration, Procurement Services should be contacted for advice.

A ‘Tender Process’ is a more formal and controlled process which identifies the supplier that offers the best overall value for money following specific University or public procurement rules. Tender processes must be conducted when purchasing goods or services with a total value of £50,000 ex VAT. All tendering should be undertaken in collaboration with Procurement Services.

9.4 If none of the above methods can be employed, either because the requirements can only be met by a sole supplier, or are exempt from a competitive process, or could not be planned for genuine reasons, please refer to Section 17 of this document.

Procurement processes must always be fair, transparent and non-discriminatory.

**10 FINANCIAL THRESHOLDS AND WHOLE LIFE COSTING (WLC)**

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

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.

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 requiring two competitive quotations to be sought.
### Goods and Services

<table>
<thead>
<tr>
<th>Category</th>
<th>Procurement Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to £5,000</td>
<td>1 quotation required</td>
</tr>
<tr>
<td>Above £5,000 to £25,000</td>
<td>A minimum of 2 quotations required</td>
</tr>
<tr>
<td>Above £25,000 to £50,000</td>
<td>A minimum of 3 quotations required</td>
</tr>
<tr>
<td>Above £50,000 to current EU thresholds</td>
<td>Nationally advertised tender</td>
</tr>
<tr>
<td>Above current EU thresholds</td>
<td>EU tender</td>
</tr>
</tbody>
</table>

### Works

<table>
<thead>
<tr>
<th>Category</th>
<th>Procurement Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to £5,000</td>
<td>1 quotation required</td>
</tr>
<tr>
<td>Above £5,000 to £25,000</td>
<td>A minimum of 2 quotations required</td>
</tr>
<tr>
<td>Above £25,000 up to £100,000</td>
<td>A minimum of 3 quotations required</td>
</tr>
<tr>
<td>£100,000 to £1,000,000</td>
<td>A minimum of FIVE companies should be invited to tender.</td>
</tr>
<tr>
<td>Above £1,000,000 to EU threshold</td>
<td>National advertised tender</td>
</tr>
<tr>
<td>Above current EU threshold</td>
<td>EU tender</td>
</tr>
</tbody>
</table>

10.2 Whole Life Costing (WLC)

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.

In respect of *equipment*, for example, the purchase cost is often only a small proportion of the costs of operating it. 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 and include life expectancy, performance, ease of use and speed.

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. It is important therefore to consider all these elements when making procurement decisions.
Whole life costing can be employed as part of an ‘options appraisal’ exercise. It can also be used to compare the costs of buying, renting or leasing an item of equipment.

Please seek assistance from Procurement Services when WLC needs to be considered.

11 REQUEST FOR QUOTATION (RFQ) PROCESSES

11.1 A Request for Quotation process (RFQ) must be used when the proposed value expenditure does not exceed £50,000 ex VAT. The estimated value of expenditure will determine which of three RFQ processes (‘A’, ‘B’ or ‘C) below should be followed.

11.2 It is a means of seeking competitive offers, usually consisting of a price and delivery details, for particular goods, services or works. It does not require offers to be returned within a set timeframe.

11.3 Assessment of quotations is usually conducted on the basis of ‘total cost’. It is important to consider the total cost as part of the WLC calculation (See section 10.2 above).

11.4 Further Request for Quotations guidance can be found in Appendix B.

RFQ Processes

Process A

<table>
<thead>
<tr>
<th>Estimated expenditure up to £5000 (ex VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum requirement: one written quotation</td>
</tr>
<tr>
<td>• Prepare a Request for Quotations (RFQ) document to be provided to the supplier(s) (See Appendix A for template, use where appropriate);</td>
</tr>
<tr>
<td>• Identify and select suitable supplier(s);</td>
</tr>
<tr>
<td>• Email the RFQ to the selected supplier(s) with the University’s Standard Terms &amp; Conditions;</td>
</tr>
<tr>
<td>• Obtain at least ONE written quotation from a suitable supplier;</td>
</tr>
<tr>
<td>• Evaluate quotation(s);</td>
</tr>
<tr>
<td>• Award the contract to selected supplier and inform the other suppliers that they have been unsuccessful;</td>
</tr>
<tr>
<td>• Create a requisition on Agresso;</td>
</tr>
<tr>
<td>• Keep a record of the quotation received for audit purposes.</td>
</tr>
</tbody>
</table>

Note: The requisition should refer to the quotation and/or framework agreement ID as appropriate.

If assistance is required, contact Procurement Services procurement@stir.ac.uk
### Process B

<table>
<thead>
<tr>
<th>Estimated expenditure between £5,000 and £25,000 (ex VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum requirement: <strong>two written quotations</strong></td>
</tr>
</tbody>
</table>

- Prepare a Request for Quotations (RFQ) document to be provided to the suppliers (See Appendix A for template, use where appropriate);
- Identify and select suitable suppliers;
- Email the RFQ to the selected suppliers with the University’s Standard Terms & Conditions;
- Obtain at least TWO written quotations from suitable suppliers;
- Evaluate quotations;
- Award the contract to selected supplier and inform the other suppliers that they have been unsuccessful;
- Create a requisition on Agresso;
- Retain a record of all the quotations received for audit purposes;

**Note:** If it is proving difficult to obtain the required number of quotations, please document the reasons and keep a copy for audit purposes.

**Note:** The requisition should refer to the quotation and/or framework agreement ID as appropriate.

**If assistance is required, contact Procurement Services** procurement@stir.ac.uk
### Process C/C1

| C - Estimated expenditure between £25,000 and £50,000 (ex VAT) - Supplies and Services |
| C1 - Estimated expenditure between £25,000 and £100,000 (ex VAT) - Works |

Minimum requirement: **three written quotations**

- Prepare a Request for Quotations (RFQ) document to be provided to the suppliers (see Appendix A for template, use where appropriate);
- Identify and select suitable suppliers;
- Email the RFQ to the selected suppliers with the University’s Standard Terms & Conditions;
- Obtain at least THREE 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;
- Create a requisition on Agresso;
- Keep a record of all the quotations received for audit purposes.

**Note:** If it is proves difficult to obtain the required number of quotations from competent suppliers, please document the reasons and retain for audit purposes.

**Note:** The requisition should refer to the quotation and/or framework agreement ID as appropriate.

**If assistance is required, contact Procurement Services** procurement@stir.ac.uk
12 TENDER PROCESSES

12.1 A tender process must be undertaken when proposed expenditure for supply and services exceeds £50,000 ex VAT and for works exceeds £100,000 ex VAT.

12.2 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.

Note: Procurement Services will ensure that all tendering is conducted in accordance with the applicable public procurement rules 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).

12.3 A tender is a more formal process than an RFQ and requires both compliance with stricter rules and methods of working which includes but is not limited to:

- Early engagement by the Faculty/Service Area with Procurement Services to discuss the requirement;
- Assignment of roles and responsibilities between Procurement Services and the Faculty or Service Directorate;
- Implementation of an agreed procurement strategy;
- Pre-tender engagement with potential bidders which ensures fair and equitable treatment of interested parties;
- Adherence to an agreed and/or prescribed timetable;
- Full involvement by the Faculty or Service Directorate in creating the specification;
- Confirmation of the terms & conditions to be used;
- Formation of a tender evaluation panel;
- Agreement on a set of evaluation criteria;
- Receipt of bids via an electronic post-box;
- Official communication of the outcome of the tender process to bidders (including additional debriefing if requested).

12.4 Tenders are advertised through the Public Contracts Scotland website (PCS). This is the Scottish Government’s national contracts advertising portal. 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.

13 TERMS AND CONDITIONS OF PURCHASE

13.1 The University's standard Terms and Conditions of Purchase apply to all official University purchase orders for goods and services. These terms are available here.

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 must be sought from Procurement Services. Procurement Services will then decide if the University’s appointed legal advisors should be contacted for further guidance.
14 ACTION TO BE TAKEN AFTER APPOINTING A NEW SUPPLIER (REQUISITIONING AND PURCHASE ORDERING)

14.1 Once the procurement process has been concluded, e.g. via quotations or a tender, and a new supplier has been appointed, the supplier should be set up on the finance system to enable a requisition to be created and the subsequent purchase order to be placed.

Creating a requisition/purchase order is a mandatory requirement for all orders over £500 and for orders below £500 which cannot be made using a Corporate Purchasing Card. It also ensures the Budget Holder can check the budget availability and approve the expenditure prior to the commitment to purchase being made to the Supplier.

Official purchase orders must be raised for all goods, services or works before the purchase is made.

A purchase order will convey the University’s acceptance of a supplier’s offer and normally establish a binding contract on the University’s terms and conditions of purchase. The purchase order therefore provides protection for the individual buyer and the University.

The supplier will then state the purchase order number on the invoice they submit to the University.

The process to be followed in order to have a new supplier set-up on Agresso can be found on the Payment Section website.

14.2 Once the account has been set up on Agresso, Faculties/Service Areas must raise a requisition and following approval (electronically); an official University Purchase Order is then automatically created and emailed to the supplier.

Note: the requisition must state the reference number and /or date of the quotation.

14.3 If a supplier is already set-up in Agresso it does not necessarily mean that it is a ‘current approved University’ supplier or it is ‘approved’ to be used without further competition (as it might have originally been set-up to deliver a particular contract requirement). This means that a competition is still required prior to making the decision to use it again. This reflects the fact that the market and supply options may change, for example through new vendors and/or technological developments and changes coming into play.

15 CONTRACT AND SUPPLIER MANAGEMENT

15.1 In order to avoid delays, it is important that the member of staff who placed the requisition/purchase order ensures it was approved by the budget holder and that the purchase order has been received by the supplier.

15.2 Once the supplier has been appointed and the purchase order is placed, it is important to proportionately manage the contract.

15.3 The supplier’s performance should be proportionately managed throughout the life of the contract. This is to ensure that goods/services or works 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 be kept to a minimum and should not be material.
15.4 Where necessary, an ‘exit strategy’ (arrangements that take effect at the end of the contract period) should be considered at the earliest opportunity and be agreed with the supplier when appropriate. Procurement Services should be contacted for further advice if required.

A review of the contract upon its completion may be helpful.

15.5 Further information can be found on the Procurement Services website.

16 RECORDS MANAGEMENT

16.1 Records of each formal procurement process (i.e. RFQ or ITT) should be retained for a minimum period of six 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.

16.2 It should be noted that purchases of goods, services and works are routinely the subject of requests made under the Freedom of Information (Scotland) Act 2002.

Processes conducted without the support of Procurement Services:

16.3 The file to be kept by the Faculty or Service Directorate on each procurement process should include the following as a minimum:

- Quotations received;
- Electronic copy of the purchase order;
- If applicable: a copy of the approved Non Competitive Action Request Form (see below).

Processes conducted with the support of Procurement Services:

16.4 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 Non Competitive Action Request Form.

16.5 Documents that will normally be retained by the Faculty or Service Directorate:

- Copy of the purchase order.
17 NON COMPETITIVE ACTION REQUEST

17.1 The University Financial regulations and Public Procurement legislation dictates that goods, services and works must be purchased, where feasible, through a genuine and effective competition.

The University is required:

- to comply with extant public procurement legislations.
- to ensure its funds are utilised appropriately in order to achieve best value for money.

17.2 It is recognised that there may be circumstances where it is not appropriate to undertake a competitive procurement process, i.e. whether receiving quotes or issuing Invitations to Tender.

This is summarised below and falls broadly into the following three areas:

- **Sole supplier:** This is where it can be clearly demonstrated that only one supplier is capable of meeting the requirement, e.g. sole distributor; genuine and justified supplementary requirements to existing contract; supplier is only one known to have unique, technical, intellectual or artistic capability to meet the requirement.

- **Statutory exemption from a competitive process:** Public procurement rules allow, under certain circumstances, exemption from competition when awarding a contract - see Appendix C - Footnote. This usually relates to scientific requirements where the principal purpose of the contract is to acquire goods, services or works in connection purely with research or development.

- **Unplanned or unforeseeable requirements:** For example, the need to action quickly ad a matter of urgency in order to secure goods, services or works in an emergency situation such as a flood, fire, supplier failure etc. in which the nature of the requirement prevents a competitive process being carried out.

17.3 There are potential risks associated with a non-competitive approach.

Some suppliers might think it does not meet the Procurement Regulations principles of fairness, transparency and non-discrimination.

Some funding bodies may consider that it does not comply with their funding Terms & Conditions.

This may result in a financial and other loss in the form of:

- Expenditure against a research grant being disallowed or required to be re-paid;
- Inability to obtain future funding;
- A legal challenge on the basis of a breach in Procurement legislation; and,
- Reputational damage.

Procurement Policies
Release date: 26 May 2020
Therefore, on the basis of the risks stated above, the requester must contact the appropriate Procurement Manager, at the earliest opportunity, for advice.

17.4 Faculties/Service Areas should carefully consider if there are legitimate reasons and provide together supporting evidence where they wish to adopt a non-competitive procurement approach, i.e. approaching only a single supplier.

If this is the case, a Request for Non Competitive Action Form (Appendix C) should be completed.

The request must be first be authorised by the Dean of Faculty or Service Director or their Deputy. The completed form should then be submitted to the appropriate Procurement Manager, in the first instance, for review prior to seeking formal approval.

17.5 All requests for non-competitive actions must provide clear and robust supporting evidence. The following specific areas should be addressed in Appendix C:

- Why is the proposed supplier considered to be uniquely qualified to meet the requirement?
- Is the supplier financially robust?
- Is it supported by completion and adherence of the Advanced Procurement for Universities and Colleges (APUC) Supply Chain Code of Conduct? See Appendix E.
- Explain how the supplier will provide an economically justifiable solution?

17.6 Where the supplier is deemed to be ‘sole’ or where genuinely unplanned/unforeseen circumstances apply, the form Appendix C will require the approval from the Head of Procurement and the University’s Chief Operating Officer and University Secretary.

17.7 If the Request is based on statutory exemptions alone then it only requires approval from the Head of Procurement.

18 GUIDE TO THE PURCHASE OF COMMON COMMODITIES

18.1 Information about purchasing common commodities can be found on the Procurement Services website.

19 RESPONSIBLE DISPOSAL OF GOODS, MATERIALS, EQUIPMENT AND VEHICLES

19.1 The disposal of any item on each Faculty/Service Area’s asset register and/or inventory listing, if held, (whether obtained by purchase or by gift) must be carefully controlled. Disposal must use a method which produces the maximum benefit and lowest risk to the University and which minimises the environmental impact.

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

19.3 If there is no University need for the equipment the Faculty/Professional Service Area representative should contact Procurement Services for advice on how to dispose of the equipment. Consideration should be given to either selling the equipment or donating it free of charge. If it is to be sold, the Faculty/Service Area should try to identify potential buyers; or, depending on the potential value, may wish to consider advertising the sale to the wider public, e.g. trade journals, local press, etc. 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.

19.4 In the event of an item being sold, the Faculty/Service Area should raise an invoice, via Agresso, and issue it to the buyer. Further information about VAT and how to set up a “customer” on Agresso can be found on the Income Team website.

19.5 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.

19.6 Upon completion of the transfer or sale of equipment, the Faculty/Service Directorate’s asset register or inventory listing, if held, should be amended accordingly.

19.7 Where equipment is fit only for disposal, authority to remove it from the asset register or inventory listing, if held, should be sought from the Head of Faculty/Professional 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

19.8 A Sale/Donation Form should be completed and issued to the party receiving the equipment. See Appendix D.

The Sale/Donation Form acts as the contract between the University and the Buyer/recipient.
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.

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.

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.

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).

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

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

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.

E OTHER RELEVANT LEGISLATION

21 EQUALITY ACT 2010

General Equality Duties

21.1 All procurements are subject to the general equality under the Equality Act 2010. All tenderers are required to provide information in respect of their compliance with the Act.

Specific Equality in Procurement Duties

21.2 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.

21.3 Any consideration will be both related to, and be proportionate to, the subject matter of the proposed contract.

21.4 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.

21.5 Procurement Services will assess the relevance of equality to all regulated contracts.

22 MODERN SLAVERY ACT 2015

22.1 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.

22.2 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 RESPONSIBLE PROCUREMENT

23 SUPPLIER CHAIN CODE OF CONDUCT

23.1 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 requested 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 E.

24 COMMUNITY BENEFITS

24.1 ‘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 European 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.

24.2 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.

25 FAIR WORKING PRACTICES

25.1 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.

25.2 The University considers 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, the University maintains that good relationships between employers and their workforce contribute to productivity and ultimately sustainable economic growth.

25.3 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.

26 SUPPORTED BUSINESSES

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

26.2 A ‘supported business’ is defined (by the Scottish Government) 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’.
APPENDICES

Appendix A
Request for Quotation (RFQ)

"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.

By providing a quotation you agree to be bound by the University’s Terms and Conditions of purchase. 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
STATEMENT OF REQUIREMENT

The RFQ document should include a brief that details the Statement of Requirements (SoR). This is simply a suitable description (including quantities etc.) of the goods 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 articulated clearly.

The completed RFQ will comprise of the Statement of requirements together, if appropriate, with a price schedule (i.e. a pro forma document).

A price schedule requesting that prices are provided net of 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 may be used where appropriate.

TERMS & CONDITIONS

University Terms & Conditions apply and must be stated clearly on the Request for Quotations.

However if a Supplier seeks to impose their own Terms and Conditions of sale, then the Faculty or Service Area must ensure that the proposed Terms will not expose the University adversely, particularly in respect of the payment profile e.g. No upfront payment.

Procurement Services must be contacted for further advice if required.

IDENTIFYING AND SELECTING SUITABLE SUPPLIERS

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.

The required number of suppliers should be determined in accordance with the financial thresholds. Request for Quotations (RFQ) should only be issued to suppliers which have the appropriate experience and expertise.

Suppliers may be identified by a variety of means including:

- Internet
- Trade Publications

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.

ISSUING THE REQUEST FOR QUOTATIONS

The Request for Quotations must be issued by separate email to selected suppliers.

If the quotation is given verbally, then it should be documented in writing and/or by email with the date it was provided.

It is however strongly recommended to avoid verbal quotation.

RECEIVING QUOTATIONS

RFQ responses should normally be received by email.

Verbal quotations should be supported by a supplier email or documented in writing, stating the date it was received.

Note: Emails received 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.

EVALUATING QUOTATIONS

The quotations evaluation should be based on the principle of Best Value for Money. This means that it is not automatically the cheapest supplier providing the best quality outcome. The supplier to be selected should be the one offering the best balance between price and quality.

INFORMING SUPPLIERS OF THE OUTCOME OF THE RFQ PROCESS

Once the evaluation of the offers received has been completed, the successful and unsuccessful suppliers should be informed of the outcome of the RFQ process.
**REQUEST FOR NON COMPETITIVE ACTION**

Faculties/Services Areas who are wishing to procure goods, services or works out with the University’s default position, i.e. using a Framework Agreement supplier; obtaining quotations; or, tendering must complete this form giving full details and supporting evidence. This should then be forwarded to Procurement Services for consideration and approval, in the first instance.

**Part 1 – To be completed by Faculty/Service Area**

<table>
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<tr>
<th><strong>A. Name and Address of Supplier:</strong></th>
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<th><strong>B. Description of Goods / Services / Works Required (quotations may be attached):</strong></th>
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<th><strong>C. Value of Proposed Expenditure (ex VAT)</strong></th>
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<th><strong>D. Please indicate the reason(s) for seeking a non-competitive approach and provide evidence to support your request, e.g. details on the steps you have taken to identify suitable suppliers. Reason(s) may include:</strong></th>
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<tbody>
<tr>
<td><strong>• Sole Supplier –</strong> This is where it can be demonstrated that only one supplier is capable of meeting the requirement, e.g. sole distributor, continuity with existing contract, unique technical, intellectual or artistic capability.</td>
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<tr>
<td><strong>• Exempt from Competitive Processes –</strong> Typically for scientific equipment where the principal purpose is purely for research and development. (See footnote for further details)</td>
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<td><strong>• Unplanned or Unforeseen Requirement –</strong> For example, urgent/emergency prevents competitive processes.</td>
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<th><strong>E. Supporting Rationale Should Address the Following Areas:</strong></th>
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<tr>
<td><strong>i. Why is the preferred supplier considered to be uniquely qualified to meet the requirement?</strong></td>
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<td><strong>ii. Is the preferred supplier financially robust – Procurement Services will assist?</strong></td>
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iii. The supplier must complete the Advanced Procurement for Universities and Colleges (APUC) Sustain Supply Chain Code of Conduct. (This form is to be completed by the supplier and attached to this request).

iv. Demonstrate how the supplier will deliver value for money and limit environmental impact, e.g. comparable benchmarking where appropriate.

v. Confirm University’s Ts & Cs will apply, or if not, you are content that supplier terms will not expose the University adversely, particularly around payments, e.g. The University does not normally pay in advance. If in doubt, please contact Procurement Services for advice.

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### Part 2 - Procurement Services

| Approval/Rejected and rationale: | Approved/Rejected *  
|---------------------------------|-----------------------  
|                                 | Sole Supplier: Exempt: Unplanned or Unforeseen Requirement |

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<th>Reference No. (For Contract Register)</th>
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### Part 3. University Secretary’s Office

| Approval/Rejected and rationale: | Approved/Rejected *  
|---------------------------------|-----------------------  
|                                 | Sole Supplier: Exempt: Unplanned or Unforeseen Requirement |

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<tr>
<th>Position:</th>
<th>University Secretary and Chief Operating Officer</th>
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*Delete as appropriate*
Footnote:

**Exemptions from Competitive Procurement Processes**

The Public Contract (Scotland) Regulations 2015 – Part 2, Chapter 1, Section 1, clause 15; and, Part 2, Chapter 2, Section 3, Clause 33 - allows under certain circumstances, for contracts over the EU threshold, exemption from competition when awarding a contract, i.e. Award of Contract Following Negotiated Procedure Without Prior Publication – a Direct Award. See extract, below, from The Public Contracts (Scotland) Regulations 2015.

This is supported by the Procurement Reform (Scotland) Act 2014, where the award of a ‘regulated’ contract (value between £50k and EU threshold currently £189,330) is excluded from competition if *the principal purpose of the contract is to acquire goods, works or services in connection with research or development undertaken by the contracting authority.* (Part 1, 4 Excluded contracts, (1) c refers).

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**Extract from The Public Contract (Scotland) Regulations 2015**

**Part 2, Chapter 1, Section 1, Clause 15**

**Specific situations: Research and development services**

15. These Regulations only apply to procurement for the award of public service contracts for research and development service which are covered by CPV Codes 73000000-2 to 73120000-9, 73300000-5, 74320000-2 and 73430000-5 provided that—

(a) the benefits accrue exclusively to the contracting authority for use in the conduct of its own affairs; and

(b) the service provided is wholly remunerated by the contracting authority.

**Part 2, Chapter 2, Section 3, Clause 33:**

33.—(1) A contracting authority may award a public contract following negotiated procedure without prior publication of a contract notice or prior information notice in any of the following cases—

(a) where no tenders, no suitable tenders, no requests to participate or no suitable requests to participate have been submitted in response to an open procedure or a restricted procedure, provided that the initial conditions of the contract are not substantially altered and that a report is sent to the Commission where it so requests;

(b) where the works, supplies or services can be supplied only by a particular economic operator for any of the following reasons—

(i) the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance;

(ii) competition is absent for technical reasons;
(iii) the protection of exclusive rights, including intellectual property rights,
but only, in the case of paragraphs (ii) and (iii), where no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement;
or
(c) where (but only if it is strictly necessary) for reasons of extreme urgency brought about by events unforeseeable by the contracting authority, the time limits for open procedure, restricted procedure or competitive procedure with negotiation cannot be complied with.

33. (4) A contracting authority may award a public supply contract following negotiated procedure without prior publication in any of the following cases—

(a) where the products involved are manufactured purely for the purpose of research, experimentation, study or development, but a contract awarded in reliance upon this sub-paragraph shall not include quantity production to establish commercial viability or to recover research and development costs;

(b) for additional deliveries by the original supplier which are intended either as a partial replacement of supplies or installations or as the extension of existing supplies or installations where a change of supplier would oblige the contracting authority to acquire supplies having different technical characteristics which would result in incompatibility or disproportionate technical difficulties in operation and maintenance;

Extract from the Procurement Reform (Scotland) Act 2014

Part 1, 4 Excluded contracts (1), c:

4 Excluded contracts

A contract is an excluded contract for the purposes of section 3 if –

(c) The principal purpose of the contract is to acquire goods, works or services in connection with research or development undertaken by the contracting authority.
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 including 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:
We are 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 Sustain Supply Chain Code of Conduct, below, with respect to their organisation and their supply chain (reference to “Suppliers” in this code means Suppliers and their supply chains). This standards in this Code are derived from established global conventions and standards.

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

1. **Not use forced, involuntary or underage labour**
   1.1 Workers should be free to choose their employment and leave that employment on reasonable notice without hold of financial deposit or personal items.
   1.2 Forced, bonded or involuntary prison labour shall not be used.
   1.3 Not engage in any way with human trafficking, or support or work with organisations that engage in any way with human trafficking activity, organisations or persons.
   1.4 Recruitment fees, if applicable, are always borne by the employer only.
   1.5 Actively exceed the requirements of any anti-slavery / modern slavery legislation in any country that they operate in and comply with any voluntary and mandatory publication schemes in place to provide transparency of this activity.
   1.6 Support the effective abolition of child labour.
   1.7 Comply with the national minimum age for employment, or minimum age 14, whichever is the higher unless a lower local minimum age is permitted under International Labour Organisation (ILO) convention 138.
   1.8 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.

2. **Provide suitable working conditions and terms**

   **General**
   2.1 At least statutory minimum wages (or if none, a realistic living wage) must be paid without discrimination to all workers and all non-statutory deductions must be reasonable and with the consent of the worker.
   2.2 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 or, where allowed by national law, 2 days off in every 14-day period. Working beyond this should be non-regular and of employees own will and not used to replace regular employment. Maximum working hours shall not exceed 60 hours including overtime, unless under exceptional circumstances and allowed by national law.

   **Health and Safety**
   2.3 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.
   2.4 All equipment must be safe for use and processes must allow a safe working environment. Workers must receive training (which must be mandatory to attend and be in a language they can understand) in safe operation of all equipment and tools, which must be provided ongoing as frequently as required to remain effective.
   2.5 The Supplier must endeavour to eliminate (in the first instance) or reduce the threat to worker health from all hazards, including any hazardous chemical agents used in manufacturing and/or supply chain activities and provide mandatory training (in a language they can understand) in the safe use of any harmful chemicals.
2.6 All personal protective equipment necessary to ensure the health and safety of workers carrying out the tasks must be provided free of charge by the employer.

2.7 Policies and processes must be in place for recording and eliminating occurrence/reoccurrence of health and safety related incidents and should have regard for avoiding the cause of any mental health issues affecting workers.

3. Treat workers fairly

3.1 Allow workers 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. Representatives of workers must be elected by the relevant workers, not appointed by management.

3.2 Not discriminate or unfairly treat any worker for any reason including education, social class/caste, nationality, trade union membership, age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation.

3.3 Provide a workplace free from discrimination, harassment, violence or victimisation.

3.4 Treat all workers with respect and dignity, and not accept inequality as justifiable on a basis of culture, religion etc.

3.5 Remunerate all workers equally at the same employment grade, regardless of any characteristics listed above, unless statutory conditions require otherwise.

3.6 Ensure effective worker engagement practises are in place, to the extent all workers are clear of their duties and their employment rights under local and international laws.

4. With respect to Ethical Compliance & Economic Development Suppliers shall:

4.1 As a minimum, comply with all laws, regulations and financial/tax legal requirements of the countries they are working in, manufacturing in or trading with, as applicable.

4.2 Not be involved in any way with acts of corruption or bribery, participate in anti-competition practices/cartels or support acts of violence or terrorism or abuse of individual people or communities.

4.3 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.

4.4 Support fair trade conditions for producers, where applicable.

4.5 Always act with respect and integrity, including open and transparent accounting.

4.6 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.

4.7 Have undertaken due diligence of their supply chains and impacts caused by their activities, and actively seek out ways in which to minimise such negative impacts.

5. With respect to Environmental Compliance Suppliers shall:

General

5.1 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.

5.2 Actively avoid causing environmental damage and/or negative environmental impact through raw material source, manufacturing processes, supply of the goods or services and disposal of supply chain waste.

5.3 The Supplier will actively push to develop/innovate more environmentally friendly products/service solutions and takes manufacture, use and disposal into consideration, including the possibility of circular supply chains.

5.4 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.

5.5 The Supplier measures and monitors its environmental impacts, and measures are in place to effectively reduce identified environmental impacts (e.g. recycling, single use packaging, general plastic usage, energy efficiency measures).

Climate Emergency

5.6 Have acknowledged the Global Climate Emergency and have clear plans and actions to address this for areas of their responsibility and influence (across their operations and in their supply chains) in place and published with specific, meaningful levels of Greenhouse Gas (GHG) reduction achievement (scopes 1, 2 and 3) defined in incremental steps to work towards their climate emissions being net zero by 2030 or earlier.
Supplier Commitment

I, the undersigned, acting as a representative of the Company, hereby confirm that the Company adheres to the Sustain Code of Conduct and shall ensure its supply chain adheres to the Code of Conduct also, in order to enforce and promote sound social, ethical, environmental and economic practises.

Signed ........................................................................................................................................

Name of Company ........................................................................................................................

Position .......................................................................................................................................

Date ............................................................................................................................................