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Drafted by	Meg Bell	Scheduled for review	June 2028
Responsible person	CEO	Version last reviewed on	27 th May 2023
Version	2	Version last reviewed by	Meg Bell
Changes made (list)	- Addition of preferred supplier definition - Addition of preferred supplier procedure for procurement		

MacKillop Farm Management Group

POL830 TENDERS AND CONTRACTS POLICY 2023-2028

1. Purpose

This policy has been developed for MacKillop Farm Management Group (MFMG) to establish a framework of broad principles relating to tenders and contracts. The policy will assist in ensuring a consistent, fair and transparent approach to tendering and contracting is maintained.

2. Scope

This policy relates to all who are employed as contractors by MFMG, and shall be referred to as “contractors” throughout this policy.

3. Policy

MFMG places great importance on a fair and transparent process in calling for tenders and entering into contracts. This policy will assist to manage tenders and contracts for the provision of services or the carrying out of works.

4. Definitions

- 4.1. **Tender for contracted staff:** Where MFMG requires a task or set of tasks to be completed. Tenders are funded directly by MFMG, and are not dependent on projects funded by external funding bodies. Tenders are advertised to the general public.
- 4.2. **Tender for project delivery:** Where MFMG requires a task or set of tasks to be completed in order to successfully deliver the outcomes of a project that MFMG has been contracted by an external funding body to deliver. Tenders for project delivery are only advertised to the general public when MFMG is the recipient of external funding that has not come about as the result of significant work by MFMG and a current or potential new project manager, or where MFMG’s preferred suppliers do not have the capacity or skill to deliver.
- 4.3. **Preferred suppliers:** Project managers and/or contractors who either currently work with MFMG, or have worked with/delivered projects for MFMG in the past, and who have skillsets and/or areas of service that provide value for MFMG and for MFMG project delivery.
- 4.4. **Non-preferred suppliers:** Project managers and/or contractors who have not previously worked with MFMG.
- 4.5. **Project contract:** Where MFMG enters into a contract for project delivery as the result of a successful project application developed by a current project manager, a potential new project manager, or by MFMG. Funding for project delivery is received from

external funding bodies. Project contracts are not advertised to the general public where they are the result of significant work by MFMG and the current or potential new project manager.

- 4.6. **Contract:** The formal written agreement entered into between MFMG and a third party for delivery of services.

5. Principles

To deliver the best overall result and to ensure all required outcomes are met, the following principles will be applied for each tender and contract:

- 5.1. The process will be clear, straight forward, readily implemented and easily monitored;
- 5.2. All dealings with contractors will be carried out in an honest and impartial manner;
- 5.3. Required outcomes will be included in the project brief to allow all contractors to understand requirements;
- 5.4. A transparent decision-making process will be used;
- 5.5. All contractors will be provided with consistent information;
- 5.6. Appropriate levels of delegation and separation in the decision-making process will be applied;
- 5.7. All contractors will be treated equally, with consideration given to capability, capacity and competitiveness;
- 5.8. Confidentiality will be maintained;
- 5.9. Conflicts of interest will be documented; and
- 5.10. The officers conducting the tender process will have the relevant experience and skills

6. Responsibilities

6.1. Tenders for contracted staff and project delivery

6.1.1. A **Tenders and Contracts Sub-Committee** consisting of the Chief Executive Officer (CEO), the Chair of the Board and the Chief Financial Officer (CFO) will be required to authorise and verify decisions on tender applicants and their suitability for being awarded a tender. Members of this Sub-Committee will document all conflicts of interest related to each tender and each tender applicant.

6.1.1.1. It is the responsibility of the Chief Executive Officer to:

- Ensure the overall integrity and efficiency of the tender process and contracting for services or works to be carried out;
- Develop the tender brief;
- Ensure contractors can demonstrate capability, capacity and competitiveness;
- Provide feedback to contractors and tender applicants where necessary;
- Develop contracts for services and ensure all requirements are met; and

- Liaise with the **Tenders and Contracts Sub-Committee** to ensure timely decisions are made.

6.1.1.2. It is the responsibility of the **Tenders and Contracts Sub-Committee** to:

- Ensure all conflicts of interest that arise are documented; and
- Maintain an open, fair and competitive system of procurement.

6.2. Project contracts

6.2.1. The Chief Executive Officer will authorise decisions on **project contracts** and contractors, and their suitability for delivering project outcomes as per the project contract with the funding body.

6.2.1.1. It is the responsibility of the Chief Executive Officer to:

- Ensure the overall integrity and efficiency of the project contract process;
- Develop the project contract, including payment schedule, milestone schedule, reporting schedule, outputs and outcomes;
- Ensure the project manager demonstrates capability, capacity and competitiveness;
- Provide feedback to contractors where necessary; and
- Ensure all contract requirements are being met.

7. Preferred suppliers

7.1. Recognising the ongoing involvement and contribution of various project managers and suppliers who work with MFMG, a **preferred list of suppliers** for project delivery is to be maintained which details:

7.1.1. Skill summary of each supplier; and

7.1.2. Justification for inclusion.

8. Procedure

8.1. Approaches from **non-preferred suppliers**

8.1.1. Where MFMG is approached by **non-preferred suppliers** to deliver a specific project that fits their skillset and has been designed by that individual or organisation, the **Tenders and Contracts Sub-Committee** is required to make an assessment about:

8.1.1.1. The suitability of the non-preferred supplier to work with MFMG

8.1.1.2. The suitability of MFMG being involved with the delivery of the project proposed by the **non-preferred supplier**, in regard to the benefits offered to MFMG members as a result of this involvement.

8.1.2. Where the **Tenders and Contracts Sub-Committee** agrees that the **non-preferred supplier** can deliver for MFMG, and the **non-preferred supplier's** skillset is similar to or the same as any of the **preferred suppliers**, all **preferred suppliers** are to be notified by email about the **Tenders and**

Contracts Sub-Committee's decision and given the opportunity to collaborate on the delivery of the project.

- 8.1.3. Where the **Tenders and Contracts Sub-Committee** agrees that the **non-preferred supplier** can deliver for MFMG, and the **non-preferred supplier's** skillset is different to any of the **preferred suppliers**, all **preferred suppliers** are to be notified by email about the **Tenders and Contracts Sub-Committee's** decision as a courtesy.
- 8.1.4. Where the **Tenders and Contracts Sub-Committee** agrees that the **non-preferred supplier** is not suitable to deliver for MFMG, the **non-preferred supplier** will be notified of this decision by email.

8.2. Approaching **preferred suppliers**

- 8.2.1. **Preferred suppliers** are to be approached for delivery of a project in the first instance, before a tender for project delivery is advertised.
 - 8.2.1.1. If a potential project to be delivered requires services offered by a single **preferred supplier**, that supplier will be approached by direct email.
 - 8.2.1.2. If a potential project to be delivered requires services offered by **multiple preferred suppliers** with only **one preferred supplier** required for delivery, all suppliers with relevant skills will be approached by group email.
 - 8.2.1.2.1. Where an agreement for delivery cannot be reached between the **preferred suppliers** and the MFMG CEO, the **Tenders and Contracts Sub-Committee** will be convened, and will make the decision about the most suitable **preferred supplier** for delivery based on the **preferred suppliers'** skillset and delivery value.
 - 8.2.1.3. If a potential project to be delivered needs an array of services offered by **multiple preferred suppliers**, all **preferred suppliers** will be approached in an open, group email.
- 8.2.2. A written record of the approach to **preferred suppliers** is to be kept in the relevant **project contract folder in MFMG's filing system**.
- 8.2.3. If the **preferred supplier/s** accepts the offer of the project delivery, MFMG will proceed to Item 8.4.
- 8.2.4. If the **preferred supplier/s** does not accept the offer of the project delivery, or if the **Tenders and Contracts Sub-Committee** cannot agree on a preferred supplier for delivery, MFMG will proceed to Item 8.3.

8.3. Tendering for **contracted staff and/or project delivery**

- 8.3.1. A project brief for tenders is to be developed and advertised, which will provide:
 - An overview of the project;
 - Tasks and outputs required;
 - Evaluation criteria;

- Communication and reporting requirements;
- A timeline for the contract;
- A budget;
- An outline of the application process; and
- Contact information for MFMG.

8.3.2. Tenders will be advertised through channels as deemed appropriate by the **Tenders and Contracts Sub-Committee**.

8.3.3. All applications will be considered by the **Tenders and Contracts Sub-Committee**.

8.3.4. When the tender is finalised, the successful applicant will be advised. A contract is to be developed between the successful tenderer and MFMG and signed before the commencement of services.

8.3.5. All project contract budgets arising from a tender will contain a minimum 10% administration fee for MFMG.

8.4. Executing **project contracts**

8.4.1. A contract is to be developed between the Project Manager and MFMG, taking into account the requirements of the contract with the funding body.

8.4.2. All project contract budgets will contain a minimum 10% administration fee for MFMG.

8.5. **Non-preferred suppliers or successful tenderers becoming preferred suppliers**

8.5.1. Where **non-preferred suppliers** or **successful tenderers** are deemed by the **Tenders and Contracts Sub-Committee** to be suitable for project delivery for MFMG, the **non-preferred supplier** or **successful tenderer** will be added to the **preferred supplier** list.

9. **Related Documents**

POL110 Conflicts of Interest Policy

DOC150 Conflict of Interest Register

DOC800 Preferred Supplier List