



BLETCHLEY & FENNY STRATFORD TOWN COUNCIL

PROCUREMENT POLICY 2022

Adopted 25 October 2022

Bletchley and Fenny Stratford Town Council, hereinafter referred to as “the Council”, is aware of the Public Contracts Regulations 2015 and has set out this policy to comply with relevant legislation and the current adopted Standing Orders and Financial Regulations.

1. Introduction

1.1. Every Contract by the Council or person acting on its behalf shall comply with this Procurement Policy.

1.2. The purpose of this policy is to provide guidance on the factors that will be taken into account when purchasing goods and services.

1.3. A Contract is an agreement between the Council and an individual or organisation for the individual or organisation to provide works, goods or services (including the engagement of consultants) for which the Council will provide consideration. The following contracts are exempt from the requirements of these rules:

- Contracts relating solely to disposal or acquisition of land
- Employment contracts
- Individual agency contracts for the provision of temporary staff

1.4. Persons involved in the awarding of a Contract on behalf of the Council must ensure that the best value for money is obtained. Before commencing a procurement, it is essential that the authorised person leading the procurement has identified the need and fully assessed the options for meeting those needs. The best use of purchasing power shall be sought by aggregating purchases wherever possible.

1.5. Exceptions from any of the following provisions of these Contract Procurement Rules may be made under the direction of the Council where they are satisfied that the exception is justified in special circumstances. Every exception and reason, therefore, will be recorded.

2. Local contractors preferred

The Council recognises the benefits to the economy of using local businesses and will seek out local contractors and suppliers wherever possible.

3. Competence of contractors and due diligence

3.1. The Council shall only enter into a contract with a supplier if it is satisfied as to the supplier’s suitability, eligibility, financial standing and technical capacity to undertake the contract by carrying out appropriate due diligence.

3.2. All contractors and suppliers working on Council sites will be required to comply with the Council’s Health & Safety policy and any rules specific to the site of operation. Provision of suitable risk assessments and method statements will be a condition of all such contractors.

3.3. The Council requires all contractors working on Council sites and projects to maintain adequate insurance, including but not limited to Public Liability insurance.

4. Equality and sustainability

4.1. The Council recognises the importance of sustainability and will take into account the environmental, social and economic impacts of its purchasing decisions.

4.2. The Council recognises its duty to protect biodiversity under Section 40 of the Natural Environment and Rural Communities (NERC) Act 2006. To meet this duty the Council will wherever possible purchase products that protect biodiversity, for example peat-free compost.

4.3. The Council will, wherever possible, purchase goods that meet international Fairtrade standards (or similar).

5. Prompt payment of invoices

The Council understands the importance of paying suppliers promptly and will wherever possible settle accounts within a maximum of 30 days, or earlier, by agreement. In order to comply with current legislation all payments (apart from petty cash payments) are made by internet bank transfer.

6. Best value

6.1. Normally the Council will accept the quotation, estimate or tender that provides best value for money, however, the Council is not obliged to accept the lowest of any tender, quotation or estimate, but must give valid reasons for not doing so. S.135 (3) gives Councils the power to exempt contracts below £25,000 from a tendering exercise (see also NALC LTN 87 – Para 6).

7. Contracts below £3,000 but above £500

While not obliged to seek competitive tenders for works below £3,000, where there are opportunities for competitive savings, 3 written formal quotations shall be sought (subject to Para 6 above). For purchases below £500 quotes may be sought in order to achieve price comparisons.

8. Contracts between £3,000 and £25,000

Written quotations must be sought from not less than three individuals or organisations that could undertake the contract.

9. Contracts above £25,000

-A public notice for invitation to tender must be made setting out any particulars of the contract and inviting persons/companies interested to tender for the contract. The public notice should be advertised on the Council's website and the "Contract Finders" website.

- Tenders to be submitted and opened in accordance with no.10 in this document.

10. Submission of Tenders

- Where an invitation to tender is made, such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare such a specification in appropriate cases.

-The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, or by emailing in PDF format to a specified email address. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.

-All sealed tenders and/or emails shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one Member of the Council.

11. Acceptance of Quotations and Tenders

-The tender that offers best value to the Council shall be accepted. Each tender shall be evaluated for the price and quality to ascertain the most economically advantageous tender. Local companies should be encouraged to apply.

-For procurements over £25,000 the questions and scoring system used shall be written before tenders are received. The basis of this exercise shall be explained in any invitation to tender documentation

-Where the authorised person considers it in the best interest of the Council, he or she may negotiate with the tenderers whose tenders are being considered for acceptance. No negotiation on contracts whose value is in excess of £25,000 can take place without reference to the Chairman of the Council. Any negotiation which would distort competition is expressly forbidden. Details of the negotiation must be placed on the contract file

-Arithmetical errors found in any tender when checking shall be dealt with as follows: the tenderer shall have the error pointed out to them and be offered the opportunity to stand by their original tender, or their corrected tender, or withdraw it.

12. Signing and Sealing of Contracts

Every successful quotation/tender shall be accepted in writing and reference the terms and conditions of contract issued at the tender stage. The full contract will include the specification, the bid and the terms and conditions of the contract.

13. Nominated Sub-Contractors and Suppliers

Where a sub-contractor or supplier is to be nominated to a main contractor, the procurement of the services of the sub-contractor or supplier shall be subject to these Contract Procedure Rules. The main contractor holds responsibility for the delivery of the contract and any associated penalties, financial or otherwise, to the Council as agreed in the main contract.

14. Contracts Record

A record of all contracts in excess of £25,000 in value placed by the Council shall be kept by the RFO. This record shall specify for each contract the name of the contractor, the works to be executed or the goods or services to be supplied, the contract value and contract period. It is the responsibility of the person authorising the contract to ensure that an accurate record is maintained.

15. Contract Variations

Any necessary instructions to vary a contract shall be made in writing by the Clerk or persons responsible for supervising the contract. Where a variation occurs during the currency of the contract that is material and cannot be met from within the original contract sum an immediate report shall be made to the Council who shall decide what further action is necessary.

16. Insurance

Consideration must be given as to the appropriate type (employee liability, public liability, professional indemnity, etc.) and level of insurance requirements for each contract.

17. Termination of contracts

The Council reserves the right to terminate any contract immediately for any of the following reasons: Termination for Cause – where a supplier commits a material breach of the agreement to deliver services, or fails to deliver agreed services, in the agreed timeframe without a plan to address the failings.

18. Compliance with other relevant legislation

In cases where any law, statutory instrument of Government regulation is found to be at variance with any section of this policy, then that shall be applied and this document shall be amended accordingly.

19. Status of this policy

This policy was adopted on 25 October 2022 and will be monitored and reviewed annually or in response to changes in legislation.