

SOUTH KELSEY AND MOORTOWN PARISH COUNCIL

PROCUREMENT POLICY

Date policy approved and adopted: 4 March 2024

Date of review: 9 May 2025 (AMPC)

Date of review: 11 May 2026 (AMPC)

Date of next review: May 2027

1. Introduction

- 1.1. Every Contract by the Council or person acting on its behalf shall comply with this Procurement Policy, the Parish Council's Standing Orders and Financial Regulations. These regulations cover, amongst other things: the number of quotations to be sought and the tendering procedures
- 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 and 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 shall be recorded.

2. Local contractors preferred

- 2.1. The Council recognises the benefits to the economy of using local businesses and will seek out local contractors and suppliers wherever possible, subject to Para 12 below.

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. 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 for £10 million.

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

- 5.1. 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 BACS transfer or cheque.

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. s135 (3) gives Councils the power to exempt contracts below £30,000 from a tendering exercise (see also NALC LTN87 - Para 9).

7. Purchases on account

- 7.1. The Council may maintain monthly accounts with suppliers of regular purchases. All purchases on Council accounts may only be made by authorised Council officers who must be provided with a receipt. Limits will be set on each account on the maximum value of individual purchases and the overall balance on the account. Expenditure over these limits must be authorised in advance.

8. Specifications

- 8.1. Enquiries and invitations to Tender shall be based on a written specification. The specification shall adequately describe the requirement procedure in sufficient detail to enable effective procurement in accordance with these rules.

9. Contracts below £5,000 but above £500

9.1. While not obliged to seek competitive tenders for works below £5,000, where there are opportunities for competitive savings, 3 quotations shall be sought (subject to Para 7 above). For purchases below £500 quotes may be sought in order to achieve price comparisons

10. Contracts between £5,000 and £30,000

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

11. Contracts above £30,000. For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation regarding the publication of invitations and notices.

For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Procurement Act 2023 and The Procurement Regulations 2024 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.

11.1. A public notice must be made setting out particulars of the contract and inviting persons interested to apply, within a period of not less than 10 days, for opportunity to tender.

11.2. After the expiration of the period specified in the public notice invitations to Tender shall be sent to not less than three individuals or organisations that could undertake the contract (or, if fewer than three apply, to those that are suitable)

11.3. Tenders to be submitted and opened in accordance with Para 13 below.

11.4. Contract Procedure Rules 7 and 8 shall not apply to the following but wherever possible, alternative quotations shall be obtained:

- a) Purchase by auction or at public fairs
- b) Contracts involving special technical, scientific or artistic knowledge
- c) Contracts comprising spare or replacement parts of existing machinery or plant or repairs to such machinery or plant
- d) Urgent situations as agreed with the Chair of the Council where the Council is put at significant risk or significant costs could be incurred by not taking urgent remedial action.

11.5. Every written contract shall specify:

- a) The work, materials, matters or things to be furnished, had or done:
- b) The price to be paid, with a statement of discounts or other deductions (if any); and
- c) The time or times within which the contract is to be performed.

11.6. Every contract which exceeds £30,000 and is either for the execution of work or the supply of goods or materials shall provide for payment of liquidated damages by the contractor in case the terms of the contract are not performed.

11.7. Contracts over the value of £30,000 shall comply with Articles 109 to 114 of the Public Contracts Regulations 2015 as explained in NALC Legal Topic Note 87 regarding the advertising of contracts and the use of the 'contract finder' website.

12. Submissions of Tenders: submission procedures for contracts above £30,000

12.1. Where an invitation to tender is made, such invitation to tender shall state the general nature of the intended contract and the Responsible Financial Officer shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitations shall in addition state that tenders must be addressed to the Responsible Financial Officer in the ordinary course of post. 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 dates for opening tenders for the contract.

12.2. The tenders shall be kept in the custody of the appropriate nominated person until the time and date specified for their opening.

12.3. Tenders shall be opened by the Responsible Financial Officer in the presence of at least one councillor. Tenders shall be date stamped and signed on all pages containing price information.

12.4. Quotations and tenders may be received electronically provided they are kept in a separate secure folder under the control of the Responsible Financial Officer which is not to be opened until the deadline has passed for receipt of tenders.

13. Acceptance for Quotations and Tenders

13.1. 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.

13.2. For procurements over £30,000 the questions and scoring systems used shall be written before tenders are received. The basis of this exercise shall be explained in any invitation to tender documentation.

13.3. Where the authorised person considers it in the best interest of the Council he/she may negotiate with the tenderers whose tenders are being considered for acceptance. No negotiation on contracts whose value is in excess of £30,000 can take place without reference to the Chair of the Council. Any negotiations which would distort competition is expressly forbidden.

13.4. 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.

14. Signing and Sealing of Contracts

- 14.1. Every successful quotation/tender shall be accepted in writing, provided that contracts as the Solicitors to the Council shall determine shall be set out in a formal contract document.

15. Nominated Sub-Contractors and Supplier

- 15.1. 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.

16. Contracts Record

- 16.1. A record of all contracts in excess of £30,000 in value placed by the Council shall be kept by the Clerk. 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 the contract period. This is the responsibility of the appointed person authorising the contract to ensure that an accurate record is maintained.

17. Contract Management

- 17.1. For contracts exceeding £30,000, project management shall be adopted, using industry agreed project management framework and standards as appropriate to the work being undertaken (for example, but not limited to, PRINCE2, PMI, RIBA, RICA). This expertise may be purchased by the Council – e.g. quantity surveyors. Suppliers will be expected to demonstrate their Project Management competency and qualifications.

18. Contract Variations

- 18.1. 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.

19. Bonds, Guarantees and Insurances

- 19.1. For procurement projects where the spend is greater than £30,000 consideration must be given as part of the pre-qualification assessment and evaluation process as to whether a performance bond and/or parent company guarantee (if applicable) shall be required from the successful tenderer.
- 19.2. Consideration must be given as to the appropriate type (employee liability, public liability, professional indemnity, etc.) and level of insurance requirements for each contract.

20. Termination of contracts

20.1. 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.

21. Compliance with other relevant legislation.

21.1. 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.

This Policy was approved by the Parish Council meeting on 4 March 2024 and will be reviewed annually.