

# Blackwell Parish Council

## Procurement Policy

**Approval Date:**



**Review Date:**

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Blackwell Parish Council, hereinafter referred to as "the Council", is aware of the Public Contracts Regulations 2015 and Procurement Act 2023 and has set out this policy to comply with relevant legislations.

### **1.0 Introduction**

- 1.1** Every Contract by the Council or person acting on its behalf shall comply with this Procurement Policy.
- 1.2** The Council has produced a Procurement Checklist and Specification Template that should be used in conjunction with this policy.
- 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 requirement of these rules:
  - 1.3.1** Purchase of land, buildings or related rights
  - 1.3.2** Legal representation in disputes, notaries
  - 1.3.3** Contracts between public bodies
  - 1.3.4** Investments
  - 1.3.5** Employment
  - 1.3.6** Public transport
- 1.4** Persons involved with awarding the Contract on behalf of the Council must ensure that the best value for money is obtained and is not limited to only financial consideration. The Council will strive to use local suppliers from within the district where possible and to purchase recycled goods or less environmentally damaging materials where they meet the required functional standards as part of the Council's commitment to biodiversity. Best practice would be that the contractor should supply suitable and approved materials as they would then be responsible for them during the works. However, there may be times when the council would be in receipt of a donation in the form of materials and it would be expected that these be used where applicable to cut down on costs.
- 1.5** Prior to the commencement of procurement, it is essential that the person leading the procurement has identified the need and fully assessed the options for meeting those needs.
- 1.6** Exceptions from any of the following provisions of these Contract Procurement Rules may be under the direction of Council where they are satisfied that the exception is justified in special circumstances. Every exception and reason, therefore, will be recorded.
- 1.7** A Councillor is not permitted to issue a verbal order, an official written order or make any contract or commitment on behalf of the Council.
- 1.8** All quotes must be received by the Clerk or nominated Council staff member.

### **2.0 Operational Contracts and Routine Services**

**2.1** The Council are in the process or setting up pre-approved contractors (preferred suppliers) which can be used to supply routine services or can be contacted to provide essential maintenance and servicing or emergency services. If there is an approved contractor suitable for the required works, they will be approached in the first instance rather than going through the procurement policy process for minor works up to a value of £500 or £2,000 in emergencies.

**3.0 Specifications**

**3.1** Enquiries and invitations to Quote/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. Specifications shall be prepared and taken to either the relevant Committee (if delegated to that Committee) or full Council meeting prior to sending out for the Council to agree, this will be not be applicable for all specifications, and will be determined on a case by case basis by the Clerk.

**3.2** For any works that require a site visit prior to a quote/tender being submitted, the contractor must only be shown around by Council staff, not by Councillors.

**4.0 Supplier Pre-qualification and Due Diligence**

**4.1** The Council shall only enter 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.

**5.0 Requirement for Quotation/Tender and Public Advertising**

**5.1** Consideration shall be given to other costs associated with procurement (lifetime costings including, for example, maintenance costs and power consumption). Where these could be significant, such as in the final disposal of a product, appropriate arrangements shall be put in place to consider these costs against alternative options.

**6.0 Financial Regulations**

**6.1** Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Procurement Act 2023 ("the Regulations") which is valued at £30,000 (including VAT) or more, the council shall comply with the relevant requirements of the Regulations. The Parish Council must advertise on the .gov website: Contracts Finder – GOV.UK ([www.gov.uk](http://www.gov.uk)). For anything above £214,000 (including VAT), the Council must advertise on the .gov website: Find a Tender – GOV.UK ([www.gov.uk](http://www.gov.uk)). In addition to the Procurement Act 2023, the Council must also adhere to their own Financial Regulations.

**7.0 Contracts above £500 and below £3,000**

**7.1** The Clerk, or designated individual, shall strive to obtain 3 estimates.

**8.0 Contracts above £3,000 and below £30,000**

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

**9.0 Contracts above £30,000 (including VAT)**

**9.1** A public notice must be made setting out any particulars of the contract and inviting persons interested to apply, within a period of not less than ten days, if urgent, for opportunity to tender. For anything that is not urgent, a minimum of 25 days (actual days not working) is given.

**9.2** 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).

**9.3** Tenders to be submitted and opened in accordance with no.13 in this document.

**10.0 Direct Awards**

**10.1** Contract Procedure does not apply to the following, and in these circumstances, a direct award can be made by Council:

- 10.1.1** Contracts based on exclusive legal right
- 10.1.2** Creation of art
- 10.1.3** Repeat/extension if compatibility essential, or if notice is given at time of original invitation
- 10.1.4** Extreme and unavoidable urgency which is unforeseen, and not by failure to act

**11.0 Terms and Conditions**

**11.1** Every written contract will specify:

- 11.1.1** The work, materials, matters or things to be furnished, had, or done.
- 11.1.2** The price to be paid, with a statement of discounts or other deductions (if any).
- 11.1.3** The time or times to be performed within the contract.

**11.2** 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 contractor are not performed.

**12.0 Submission of Tenders**

**12.1** Submission procedures for contracts above £30,000

**12.2** Where an invitation to tender is made, such invitation to tender shall state the general nature of the intended contract and the Clerk, or nominated staff member, shall obtain the necessary technical assistance to prepare such a specification in appropriate cases. The invitations shall, in addition, state that tenders must be addressed to the Clerk in the ordinary course of the post. Each tendering firm shall be given the option to either submit tenders electronically or via post, if they choose to post, they 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.

**12.3** The tenders shall be kept in the custody of the Clerk, until the time and date specified for opening.

**12.4** Tenders shall be opened by the Clerk, in the presence of at least one Member of the Council. Tenders shall be dated and signed on all pages containing price information.

**12.5** Quotations and tenders received electronically will be kept in a separate secure folder under the control of the Clerk, or nominated staff member, which is not opened until the deadline has passed for the receipt of tenders.

**13.0 Acceptance of Quotations and Tenders**

**13.1** The tender that offers the best value to the Council shall be accepted. Each tender shall be evaluated for 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 system 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 or 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 negotiation which would distort competition is expressly forbidden. Details of the negotiation must be placed on the contract file.

**13.4** 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 to withdraw it.

**14.0** **Signing and Sealing of Contracts**

**14.1** Every successful quotation/tender shall be accepted in writing. The Solicitors to the Council shall determine a formal contract document if required and are above a certain value.

**15.0** **Nominated Sub-Contractors and Suppliers**

**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 the subject to these Contract Procurement Rules. In the event of Contractor nominating any sub-contractor for delivery of all or part of the services, the Council's contract will remain with the main contractor and the main contractor remains responsible for and liable for delivering the agreed contract. 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.

**16.0** **Contracts Record**

**16.1** A record of all contracts 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 contract period. It is the responsibility of the person authorising the contract to ensure that an accurate record is maintained.

**17.0** **Contract Project Management**

**17.1** Project management shall be practised at all times in undertaking procurement for projects costing over £5,000, using industry agreed project management and framework standards as appropriate to the work being undertaken (for example, but not limited to PRINCE 2, PMI, RIBA, RICS). Suppliers will be expected to demonstrate their Project Management, competency, and qualifications.

**18.0** **Contract Variations to Scope**

**18.1** Any necessary instructions to vary a contract shall be made in writing by the Chair, 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.

**19.0** **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 any 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.

**20.0** **Termination of Contracts**

**20.1** The Council reserves the right to terminate any contract immediately for any of the following reasons:

**20.2** 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.

This policy is to be reviewed annually

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This policy is fully supported by the members of Blackwell Parish Council

Signed by the Chair of Blackwell Parish Council: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 1 – Sample Specification Document

**Specification for:**

**Site:**

**Main contact:**

**Date of issue:**

**Deadline:**

**Method of Contact:**  Direct Contact  Advertised  BDC  
Procurement

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**Background:**

**Specification of Works** (in no particular order):

**Additional Information:**

**Visiting the site –**

**Tender Information Required:**

**Inclusions** - Please indicate clearly whether you quote includes materials and whether it includes an electrician (or if the council needs to put out to tender for electrical help)/

**Timescale** – please indicate how soon you would be able to start work (and how long it is likely to take).

**Supporting documents** – where possible, please include information/documentation on the following:

- Public liability insurance
- Health & Safety Risk Assessment [HSE: Information about health and safety at work](#)
- Relevant qualifications
- Membership of professional bodies
- 2 x references (if no work has been completed for the council previously, Council may wish for references, addresses can be supplied and Council would contact)
- Confirmation that your company abides by anti-slavery and human laws, statutes and regulations

**New ways of working** – if you can offer economical engineering – an adjustment to the above specification that will add to the finished kitchen (i.e. community safety features, prevention of damage), that you feel would be of benefit, this can also be taken into consideration by the council.

**Submissions and Deadline –**

**FOI/EIR regulations** - the contractor/supplier acknowledge that the Authority is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and the contractor/supplier shall assist and cooperate with the Authority as necessary to comply with these requirements.

## Appendix 2 – Procurement Checklist

Item:	Facility:
Date process started:	Who undertaking research:
<p><b>Specification</b></p> <p>Specialist advice needed: _____ Specification draft completed: _____</p> <p>Specification agreed by Council: _____ Specification sent to Contractors: _____</p>	
<p><b>Contractors Working in Public Spaces</b></p> <p>Check for professional memberships / certificates</p> <p>Risk assessments as required by HSE for working in public places</p> <p><a href="#">HSE: Information about health and safety at work</a></p>	
<p><b>Method used:</b></p> <p><input type="checkbox"/> Advertised      <input type="checkbox"/> Direct Contact      <input type="checkbox"/> BDC Procurement</p>	
<p><b>Companies contacted &amp; response:</b> (Ask companies to submit a copy of Public Liability Insurance with quote)</p>	Places advertised:
<p><b>Council Decision:</b></p>	
<p><b>Purchase Order Raised:</b></p>	<p>Chosen Contractor informed of Council Decision and risk assessments, Public Liability, further insurances etc requested:</p> <p>Copies received:</p>
<p>Date Informed companies successful/unsuccessful and reasons provided:</p>	