



## Contracts and Procurement Policy

### Introduction:

Hampsthwaite Parish Council will always strive to attain best value for all goods, materials and services it purchases. 'Best Value' will be defined as a balance of price, quality of product and supplier services.

The Council will operate a transparent procurement process in accordance this policy

- The Council will purchase locally wherever possible and where best value can be satisfied.
- In evaluating 'best value', the past record of the supplier will be taken into account and this does not always mean that the Parish Council should select the lowest quotation.
- The Council will endeavour to purchase re-cycled goods or less environmentally damaging materials where they meet the required functional standard and will have regard to protect and sustain the environment.
- **Regardless of the value of the contract for goods and/or services, the council will ensure an open and transparent and competitive process is undertaken in the procurement of those goods and/or services required.**

### 1. ORDERS FOR WORK, GOODS AND SERVICES

- 1.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.
- 1.2. Order books/files shall be controlled by the RFO.
- 1.3. The councils is responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any *de minimis* provisions in Regulation 2.1 below.
- 1.4. A member **must not** issue an official order or make any contract on behalf of the council.
- 1.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure

that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

## 2. CONTRACTS

2.1. Procedures as to contracts are laid down as follows:

- a. Every contract shall comply with this policy and no exceptions shall be made **otherwise than** in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
  - i. for the supply of gas, electricity, water, sewerage and telephone services;
  - ii. for specialist services such as are provided by solicitors, accountants, surveyors and planning consultants;
  - iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
  - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council provided the existing contract was awarded in adherence to this policy;
  - v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and
  - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
- b. Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ("the Regulations") which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations<sup>1</sup>.
- c. The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)<sup>2</sup>.
- d. When applications are made to waive adherence to this policy relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.
- e. Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare 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. Each tendering firm shall be

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<sup>1</sup>

<sup>2</sup> Thresholds currently applicable (2018) are:

- a. For public supply and public service contracts £181,302
- b. For public works contracts £4,551.413

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.

- f. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- g. Any invitation to tender issued under this regulation shall be subject to Standing Order 17 and shall refer to the terms of the Bribery Act 2010.
- h. When it is to enter into a contract of **less than £10,000** in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain **3 quotations** (priced descriptions of the proposed supply); where the value is below **£3,000 and above £500** the Clerk or RFO shall strive to obtain **3 estimates**. Otherwise, Regulation 1.3 above shall apply.
- i. The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- j. Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision making process was being undertaken.

2.2 All contracts awarded will contain the following:

- a. Detailed specification of the work to be undertaken
- b. Time frame for completion of all work
- c. Standard terms for payment
- d. A dispute resolution clause
- e. Notice to terminate clause (if applicable)
- f. Signatures of both parties to the contract

**Hampsthwaite Parish Council June 2024**