



BEXHILL-ON-SEA TOWN COUNCIL PROCUREMENT POLICY DRAFT 20TH JULY 2022

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 and prepared a detailed specification. 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.

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, for example Cemetery Regulations. 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

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.

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.

7. Contracts below £3,000 but above £100

7.1. While not obliged to seek competitive tenders for works below £3,000, where there are opportunities for competitive savings, 3 quotations will strive to be sought. For purchases below £100 quotes may be sought in order to achieve price comparisons.

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

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

9. Acceptance of Quotations and Tenders

9.1. 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.

9.2. 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.

10. Signing and Sealing of Contracts

10.1. Every successful quotation/tender shall be accepted in writing.

11. Nominated Sub-Contractors and Suppliers

11.1. 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.

12. Contracts Record

12.1. A record of all contracts shall be kept via meeting minutes. 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.

13. Contract Variations

13.1. 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.

14. Insurance

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

15. Termination of contracts

15.1. 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.

16. Compliance with other relevant legislation

16.1. 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.