



D O W N H A M
M A R K E T

T O W N C O U N C I L

PROCUREMENT POLICY

Date of Adoption: 21st November 2023

Review: Every three years or as changes in legislation dictate

Procurement Policy

Downham Market 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 the relevant legislation. The Council will follow the National Association of Local Councils Toolkit and the existing Financial Regulations for the Council.

1. INTRODUCTION

2. Every Contract by the Council or person acting on its behalf shall comply with this Procurement Policy.
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.
4. Persons involved with awarding the Contract on behalf of the Council must ensure that the best value for money is obtained. Prior to the commencement of procurement, it is essential that the person leading the procurement, usually the Town Clerk/Responsible Finance Officer (RFO), has identified the needs and fully assessed the options for meeting those needs. The Council will strive to use local suppliers from within the Town/Borough/County/a radius of 50 miles where possible, but not exclusively.
5. Exceptions from any of the following provisions of these Contract Procurement Rules may be 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.

6. SPECIFICATIONS

Enquiries and invitation 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.

7. SUPPLIER PRE-QUALIFICATION AND DUE DILIGENCE

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. All contractors and suppliers on Council sites will be required to comply with the Council's Health and 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.

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

8. **REQUIREMENT FOR QUOTATION/TENDER AND PUBLIC ADVERTISING**

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 arrangement shall be put in place to consider these costs against alternative options.

9. **CONTRACTS/SUPPLIES BELOW £500 excluding VAT**

Below this limit, preferred suppliers will be used as shown on the attached schedule and as authorised by the Town Clerk/RFO.

10. **CONTRACTS ABOVE £500 AND BELOW £3000 excluding VAT**

The Town Clerk/RFO shall strive to obtain three estimates.

11. **CONTRACTS ABOVE £3000 and below £25,000 excluding VAT**

Written quotations must be sought by the Town Clerk/RFO by not less than three individuals or organisations that could undertake the contract.

12. **CONTRACTS ABOVE £25,000 excluding VAT**

- 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 30 days, for opportunity to tender.
- Tenders to be submitted and opened by the Town Clerk and The Mayor.

13. Contract Procedure Rules 8 and 9 shall **not** apply to the following, but wherever possible, alternative quotations shall be obtained:

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

14. Every written contract will specify:

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

15. Every contract which exceeds £25,000 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.

16. **SUBMISSION OF TENDERS**

Submission procedures for contracts above £25,000

- Where an invitation to tender is made, such invitation to tender shall state the general nature of the intended contract and the Town Clerk/RFO 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 Town Clerk/RFO in the ordinary course of the post. Each tendering firm shall send their application in an envelope marked as “**Private and Confidential**”, in which the tender is to be sealed and remain sealed until the prescribed dates for opening tenders for the contract.
- The tenders shall be kept in the custody of the appropriate nominated person until the time and date specified for opening.
- Tenders shall be opened by the Town Clerk/RFO in the presence of at least one Town Councillor, who will usually be The Mayor. Tenders shall be dated stamped and signed on all pages containing price information.
- Quotations and tenders may be received electronically, providing they are kept in a separate secure folder under the control of the Town Clerk/RFO which is not opened until the deadline has passed for the receipt of tenders.

17. **ACCEPTANCE OF QUOTATIONS AND TENDERS**

- 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.
- 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 document.
- When the authorised person considers it in the best interest of the Council, they 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 Mayor. 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 to withdraw it.

18. **SIGNING AND SEALING OF CONTRACTS**

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.

19. 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 the subject to these Contract Procurement Rules. In the event of a 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 delivery of the contract and any associated penalties, financial or otherwise, to the Council as agreed in the main contract.

20. CONTRACTS RECORD

A record of all contracts in excess of £25,000 in value placed by the Council shall be kept by the Town Clerk/RFO, by recording on the Council website and retained for a period of one year after the completion date. 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. Tenders not accepted will be retained for a one year period.

21. CONTRACT VARIATIONS TO SCOPE

Any necessary instructions to vary a contract shall be made in writing by the Town Clerk/RFO, The Mayor or person responsible for supervising the contract. When 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.

22. BONDS, GUARANTEES AND INSURANCES

- For procurement projects where the spend is greater than £25,000, 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.
- Consideration must be given to the appropriate type (employee liability, public liability, professional indemnity etc.) and level of insurance requirements for each contract.

23. 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. A maximum of 25% of the value of the contract amount will be paid in advance, where the contract exceeds £25,000.

24. TERMINATION OF CONTRACT

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

25. TERMINATION FOR CAUSE

When 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 the contract will be terminated.

26. 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.

27. STATUS OF THIS POLICY

This policy will be monitored and reviewed every three years, or in response to changes in legislation.

END

DOWNHAM MARKET TOWN COUNCIL

PREFERRED SUPPLIERS

PERMITTED, SUBJECT TO AUTHORISATION BY THE TOWN CLERK, FOR SPEND UNDER £500 excluding VAT

SERVICES AND SUPPLIERS

ENERGY - EON - FROM 2024 - 2026

MOBILE PHONES - VODAFONE

TELEPHONES OFFICES - WAVENET

TELEPHONE JCC - ONECOM

INTERNET AT THE TOWN HALL - UPP

COMPUTER SERVICES - NORFOLK COMPUTER SERVICES - FROM JULY 12 MONTH ROLLING CONTRACT - 42 DAYS CANCELLATION PERIOD

PAYROLL - BRIGHT PAY - 1 YEAR

ACCOUNTING PACKAGE - SCRIBE

LEGAL - HAWKINS RYAN

MAPPING - PEAR TECHNOLOGY - UNTIL 28.02.2024

STATIONERY - HODSON OFFICE SUPPLIES

BANKING - LLOYDS

WASTE - BACO

SANITARY WASTE - PHS GROUP

FIRE AND SECURITY - C.T.S.

JANITORIAL SUPPLIES - ANGLIAN CHEMICALS

UNIFORM SUPPLIES - DOUBLE G

DRAPES - WEATHERILL BROTHERS LIMITED

HUMAN RESOURCES - CRONER - TERMINATES 25.02.2026

BAR AT TOWN HALL - BEST OF BARS - ONE YEAR FROM 01.11.2023

OFFICE FLOW - 63 MONTHS FROM JULY 2023

LIFT - R J LIFT SERVICES LIMITED - ANNUAL EACH NOVEMBER

J.R. SOUND AND LIGHTING

ELECTRICIAN - M W ELECTRICAL

PLUMBER - SURE FIRE HEAT LIMITED

WATER PUMP - (M WALLER) PUMP ENGINEERING LIMITED

TOWN MAINTENANCE - HOLLY LANDSCAPES - 01.11.2023 - 31.10.2026

BUILDING/REPAIR SERVICES - N S PAVING

VAN SERVICE AND MOT - PARADISE GARAGE

ROAD MANAGEMENT - PHOENIX CLIENTS (EAST) LTD.

MEDICAL COVER - ST. JOHN'S AMBULANCE

MAINTENANCE SUPPLIES - DOWNHAM MARKET BUILDING SUPPLIES/ SCREWFIX/
A.T. JOHNSON

DOOR BELL AND CAMERAS AT OFFICES - RING