

PROCUREMENT POLICY

Date of Adoption: 10 February 2026

Review: Every three years or as changes in legislation dictate

LEGISLATIVE FRAMEWORK

Downham Market Town Council (hereinafter referred to as the Council) is aware of and will comply with the following procurement legislation:

- The Procurement Act 2023 (in force from 24 February 2025); and
- The Procurement Regulations 2024 (Statutory Instrument).

This policy is supported by the Council's Financial Regulations. The Council will follow relevant guidance issued by the National Association of Local Councils (NALC) and have regard to any statutory guidance issued by the Cabinet Office.

1. INTRODUCTION

Every contract entered into by the Council, or by any person acting on its behalf, shall comply with this Procurement Policy.

A contract is an agreement between the Council and an individual or organisation for the provision of works, goods, or services (including consultancy services) in return for consideration.

The following contracts are exempt from the requirements of this policy:

- Contracts relating solely to the acquisition or disposal of land
- Employment contracts
- Individual agency contracts for the provision of temporary staff

2. PRINCIPLES OF PROCUREMENT

All persons involved in awarding contracts on behalf of the Council must ensure that best value for money is obtained. Prior to the commencement of procurement, the Town Clerk / Responsible Finance Officer (RFO) shall identify the Council's requirements and assess available options.

Where possible, the Council will seek to use local suppliers from within the Town, Borough, County, or within a 50 mile radius, although this will not be exclusive. Local companies are encouraged to apply.

Any exception to this policy must be approved by Council and fully recorded, including the reasons for the decision.

3. SPECIFICATIONS

All enquiries and invitations to quote or tender shall be based on a written specification that clearly describes the Council's requirements and enables transparent and effective procurement.

4. SUPPLIER DUE DILIGENCE

The Council shall only enter into contracts with suppliers who demonstrate suitability, financial standing, eligibility, and technical capacity. Appropriate checks shall be undertaken prior to contract award.

All contractors and suppliers on Council sites must comply with the Council's Health and Safety Policy and any rules specific to the site of operation, and must maintain appropriate insurance cover, including Public Liability Insurance.

Contractors must also provide suitable Risk Assessments and Method Statements for the works to be undertaken, where applicable.

Where relevant, contractors must hold a valid Waste Carrier Licence (or appropriate exemption) and provide evidence upon request.

Where relevant, contractors must demonstrate awareness of and compliance with asbestos management requirements and provide appropriate training records and method statements.

Contractors shall be responsible for obtaining, at their own cost, all necessary statutory approvals, certifications, and sign-offs required for the works, and for providing copies to the Council upon completion. The Council may withhold a proportion of the final contract payment until all required statutory approvals, certifications, and sign-offs have been received and accepted.

5. QUOTATIONS

For contracts between £1,001 and £5,000 (excluding VAT), legislation permits verbal quotations; however, in the interests of transparency and good governance, all quotations must be formally recorded.

Accordingly, all quotations shall be obtained in writing or by email and retained on the procurement file.

6. CONTRACT VALUE THRESHOLDS

- Up to £500 (excluding VAT): Preferred suppliers may be used with authorisation from the Town Clerk/RFO.
- £501 – £3,000 (excluding VAT): The Town Clerk/RFO shall seek to obtain three quotations, where practicable. Evidence of attempts to obtain quotations must be retained.
- £3,001 – £25,000 (excluding VAT): At least three written quotations must be obtained. Where this is not possible, evidence of attempts must be retained.
- Above £25,000 (excluding VAT): A formal tender process must be followed.

7. EXCEPTIONAL CIRCUMSTANCES

The quotation and tender requirements may be waived in exceptional circumstances such as urgency, specialist technical requirements, or where only a single supplier is available. Any such waiver must be approved by Council and fully recorded.

8. TENDERS

All tenders shall be invited, evaluated, and awarded in accordance with the Procurement Act 2023 and The Procurement Regulations 2024, as amended. The Council shall ensure that tendering processes are transparent, fair, proportionate, and non-discriminatory.

Tender documentation shall clearly set out the Council's requirements, evaluation criteria, and contract terms. Records of the tender process, including advertisements, submissions, evaluations, and decisions, shall be retained in accordance with the Council's record-keeping policies.

For procurements above £25,000, evaluation questions and scoring methodologies shall be documented in advance and included within tender documentation.

All tenders:

- Must not be submitted by email;
- Must be submitted in hard copy, sealed, and clearly marked "Private and Confidential";
- Shall be opened only in the presence of the Town Clerk, the Mayor, and the Deputy Mayor, and where possible the Deputy Clerk.

Tender assessment shall be conducted through a formal, documented evaluation process to ensure transparency, fairness, and compliance with this policy. Tenders must not be opened or assessed by any Committee.

9. ACCEPTANCE OF TENDERS

Contracts shall be awarded on the basis of best value, taking account of both price and quality. Evaluation criteria and scoring methods shall be documented in advance.

10. CONTRACT RECORDS

The Town Clerk/RFO shall maintain a record of all contracts over £25,000, including supplier name, contract value, duration, and scope. Such records shall be retained for a minimum of one year after contract completion and published where required by legislation or transparency guidance.

11. PREFERRED SUPPLIER LIST

The Council shall maintain a Preferred Supplier List for routine purchases.

The Preferred Supplier List must include the expiry date of each contract to assist Members and Officers in monitoring and managing contractual arrangements.

12. CONTRACT VARIATIONS

Any necessary instruction to vary a contract shall be made in writing by the Town Clerk/RFO. Where a variation is material or cannot be met from within the original contract sum, the matter shall be reported to Council for approval.

13. BONDS, GUARANTEES AND PERFORMANCE SECURITY

For contracts over £25,000, consideration shall be given as to whether a performance bond, parent company guarantee, or other appropriate security is required.

14. PROMPT PAYMENT

The Council will, wherever possible, settle supplier invoices within 30 days.

15. TERMINATION OF CONTRACTS

The Council reserves the right to terminate any contract where a supplier commits a material breach, fails to deliver agreed services, or where continued performance is not in the Council's best interests.

16. SIGNING AND SEALING OF CONTRACTS

Every successful quotation or tender shall be accepted in writing. Formal contracts shall be executed in accordance with the Council's Financial Regulations and Standing Orders.

17. SUB-CONTRACTING

Where a contractor appoints sub-contractors, the Council's contract shall remain with the main contractor, who shall retain full responsibility and liability for the delivery of the contract.

Any proposed sub-contracting arrangements must be notified to and approved by the Town Clerk/RFO in advance.

Sub-contractors shall be subject to the same due diligence requirements as main contractors, including checks on suitability, insurance, compliance with health and safety and other relevant legislation, provision of suitable Risk Assessments and Method Statements (where applicable), and, where relevant, holding a valid Waste Carrier Licence (or appropriate exemption).

18. PURCHASE ORDERS AND INSTRUCTIONS

A purchase order shall be raised by the Office for all approved procurements prior to the commencement of works, delivery of goods, or provision of services, unless covered by an existing contract.

Any work, goods, or services undertaken or supplied outside of an authorised purchase order or contract may not be paid.

No Councillor is authorised to instruct suppliers, place orders, or authorise works on behalf of the Council.

A copy of this Procurement Policy shall be issued to suppliers with all purchase orders and contracts.

19. COMPLIANCE AND REVIEW

Where any provision of this policy conflicts with legislation, the relevant legislation shall prevail and this policy shall be amended accordingly.

This policy will be reviewed every three years, or earlier if legislative or operational changes require.

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