

Ramsgreave Parish Council

PROCUREMENT POLICY

Ramsgreave Parish Council, hereinafter referred to as “the Council”. The Council is aware of the Public Contracts Regulations 2015 and has set out this policy in order to comply with relevant legislation.

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 requirement 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 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. The best use of purchase power shall be sought by aggregating purchases wherever possible, for example by working with other Parish Councils, where appropriate to ensure that bulk discounts are obtained. The Council will also strive to use local suppliers where possible but not exclusively.

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.

6. Specifications

Enquiries and invitations 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 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.

8. Requirement for Quotation/Tender and Public Advertising

Consideration shall be given to other costs associated with the 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.

9. Contracts above £300 and below £3,000

The Clerk/RFO shall strive to obtain three estimates.

10. Contracts above £3,000 and below £25,000

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

11. 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 or repairs to such machinery or plant.
- Urgent situations as agreed with the Chairman of the Council where the Council is put at significant risk, or where significant costs could be incurred, by not taking urgent remedial action.

12. Every written contract shall specify:

- The work, materials, matters 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 within which the contract is to be performed.

13. 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.

14. Signing and Sealing of Contracts

Every successful quotation/tender shall be accepted in writing.

15. 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 subject to these Contract Procedure Rules. In the event of a main 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 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.

Local contractors preferred. The Council recognises the benefits to the economy of using local businesses and will seek out local contractors and suppliers wherever possible, subject to Para 12 below.

16. Contracts Record

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

17. Contract Variations to Scope

Any necessary instructions to vary a contract shall be made in writing by the Chairman, Clerk/RFO 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.

18. Termination of Contracts

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.

19. Status

This policy will be considered for adoption by full Council In February 2023 and will be reviewed annually in May.

Policy review date: May 2025

Chair Person signature:



Member signature:

Minute reference: