

## Woughton Community Council

### TENDERING PROCEDURES

Arrangements for invitation of tenders

(a) Where the estimated cost of works, goods and materials and related services is as set out below and the requisite provision thereof has been made in the approved budget, the arrangements for the invitation of tenders or quotations and the subsequent acceptance thereof shall be as shown.

<b>Estimated Value</b>	<b>Method of Invitation</b>	<b>Acceptance by</b>
Over £1,000 up to £2,000	Three quotations where possible	Council Manager or Officer appointed by Council Manager for this purpose.
Over £2,000 up to £30,000	Minimum of three invitations for quotations	Council Manager in consultation with the appropriate lead member. (Council or appropriate committee for matters above £10,000)
Above £30,000	Tenders to be invited by public advertisement. (Details to be available on Council Website)	Full Council
Above EC Procurement Threshold	Advertisement in the OJEU inviting expressions of interest. The appropriate EC Procurement Directive in relation to Open and Restricted Tenders shall be complied with in addition to these Contract Procedure	Full Council

The EC Procurement Thresholds (as of 2016) are as follows:

Supplies £164,716

Services £164,716

Works £4,104.394

For the purposes of EC Legislation works, supplies and services have the following definitions:

Works contracts are contracts for civil engineering, general building and demolition work, installation of fittings and fixtures and building completion (plastering, joinery, painting etc.).

- Supply contracts are contracts for the purchase or hire of goods and for any siting or installation of those goods. Goods are defined very widely and include electricity, gas and computer software.
- Service contracts cover contracts under which a purchaser engages a contractor to provide services.

#### (b) Public Advertisement

Contracts which exceed £25,000 in value or amount for the supply of goods or materials or the execution of any work for which provision has been made in the annual budget shall not be made unless at least ten days public notice has been given in one or more of the local newspapers circulating in the district and on the Council's Website. Provided that it shall not be obligatory for the Council or any Committee or Sub-Committee exercising powers delegated by the Council to invite tenders for a contract or materials where effective competition is prevented by Government control or where the Council Manager reports in writing to the Council or to the Committee or Sub-Committee exercising such powers that effective competition is prevented by the special nature of the goods or materials required. Nor shall it be necessary to give public notice of the intention to enter into such a contract.

#### (c) Standing Lists of Tenderers

(i) Where the Council has determined that lists shall be kept of persons to be invited to tender for contracts for the supply of goods and materials of specified categories, values or amounts or for the execution of specified categories of work, notices inviting applications for inclusion in the lists shall be published in one or more newspapers or journals circulating amongst such persons as undertake contracts of specified values or amounts or categories.

(ii) The list shall contain the names of all persons who wish to be included in it and are approved by the appropriate Committee and indicate whether a person whose name is included on it is approved for contracts for all, or only some of the specified values or amounts or categories.

(iii) The said list shall be amended as required from time to time and shall be reviewed at intervals not exceeding five years.

(iv) Where, by virtue of a decision of the Council or of the Committees or the Council Manager duly authorised on that behalf, invitation to tender for a contract is limited to persons whose names appear on the list maintained under this policy, an invitation to tender for a particular contract shall be sent to four tenderers. Should the said list not include the required number of tenderers then a minimum of three will be invited to tender.

#### (d) Exceptions to procedures

The Policy shall not apply to: -

- (i) the supply of goods and materials or the execution of works of less than £1,000 in value;
- (ii) purchase by auction;
- (iii) purchase or repair of patented or proprietary goods or materials sold at fixed price;
- (iv) purchase of materials normally supplied by specialist contractors;
- (v) the execution of work, the purchase of goods or materials or the provision of services involving special, scientific or artistic knowledge;
- (vi) the execution of work or the purchase of goods or materials which are a matter of urgency after prior reference to the appropriate Lead Member.
- (vii) the purchase of goods or materials which the Council Manager may from time to time deem it expedient to make in the open market provided that before making any such purchase the Council Manager shall consult with the appropriate Lead Member and finance is available in the appropriate budget;
- (viii) contracts with professional persons for the execution of works in which the personal skills of the person is of primary importance, and
- (ix) those contracts where a Committee may expressly determine that it is in the Council's interests that a tender be negotiated directly with a contractor or supplier of goods or services.

(e) Requirements for submission of tenders

Where in pursuance of Standing Orders, public invitation to tender is required, every notice of such invitation shall state that no tender will be received except in a plain sealed envelope which shall bear the word "Tender" followed by the subject to which it relates, but shall not bear any name or mark indicating the sender and such envelopes shall remain in the custody of the Council Manager until the time appointed for their opening.

(f) Declarations as to conduct of Tenderer.

In connection with the submission of tenders for the execution of works or supply of goods and materials, declaration shall be obtained from each tenderer in the following form: -

*"We declare that we are not parties to any scheme or arrangement under which*

- (i) *we communicate the amount of our tender to any other person or body before the contract is let;*

- (ii) *(ii) any other tenderer for the works, which are the subject of our tender, is reimbursed any part of his tendering costs, and*
- (iii) *our tender prices are adjusted by reference directly or indirectly to the prices of any other tenderer for the works. No provision is made in our tender price for any reimbursement of any adjustment of any contribution thereto."*

(g) Procedure for opening tenders

All sealed tenders shall be opened at the same time on the prescribed date by the Council Manager /RFO in the presence of at least one Member of Council.

(h) Limitations of acceptance of tenders

A tender other than the lowest tender if payment is to be made by the Council or the highest tender if payment is to be received by the Council shall not be accepted until the Council shall have considered a written report from the appropriate Officer.

### **CONTRACTS FOR SUPPLIES AND SERVICES, ETC**

Every contract which exceeds £25,000 in value or amount shall be in writing. Every contract in writing shall be signed by the Council Manager on behalf of the Council.

### **CONTRACTS FOR SUPPLIES, SERVICES OR WORKS**

Every contract for which provision has been made in the approved annual estimates and/or approved by the appropriate Committee or Sub-Committee of the Council pursuant to Standing Orders and being in value of amount less than £10,000 shall be entered into on behalf of the Council Manager *or his/her nominated representative* by issuing an official order only.

### **CONTENTS OF WRITTEN CONTRACTS AND PENALTIES**

Every written contract shall specify: -

- (i) the work, materials, matters or things to be furnished, had or done;
- (ii) the price to be paid with a statement of discounts or other deductions, and
- (iii) the time or times within which the contract is to be performed.

### **CORRUPT PRACTICES**

There shall be inserted in every written contract a clause empowering the Council to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation if the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have been done

by any person employed by him/her or acting on his/her behalf (whether with or without the knowledge of the contractor) or if in relation to any contract with the Council the contractor or any person employed by him/her or acting on his/her behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972.

**Adopted by a meeting of Council held on Monday 14th May 2018.**

<b>Last review date:</b>	<b>August 2020</b>
<b>Next review date:</b>	<b>August 2022</b>
<b>Lead:</b>	<b>Operations Manager</b>
<b>Overseeing Committee:</b>	<b>Operations</b>
<b>Approved:</b>	<b>Operations Committee</b>
<b>Review cycle:</b>	<b>2 yearly and/or as per legislation</b>