LOGGERHEADS PARISH COUNCIL
STANDING ORDERS FOR CONTRACTS

Approved by Council: November 2023
Date of Review: May 2026

1. General

1.1 The following Standing Orders for Contracts set out the procedures by which the Council will enter into contracts for the provision of goods, services, materials and work. Every contract made by or on behalf of the Council shall comply with these procedure rules and no exception from any of the provisions shall be made otherwise than by direction of the Council or under Standing Order. These Standing Orders for Contracts should be read in conjunction with the Council's Financial Procedures, Standing Orders and its Procurement Policy applying at the time.

1.2 The Orders do not apply to contracts for the sale or purchase of land or buildings other than as set out in this Order. Every contract relating to the sale or purchase of any land or buildings shall be in writing and be signed on behalf of the Council by the Proper Officer. Purchases of land should not be above the current market value as determined by the Council's appointed valuer and sales of land should not be below the current market value as determined by the Council's appointed valuer. Where this is not the case a report should be made to Council setting out the reasons for such variation, which may consider any community benefits or justification on the grounds that it helps fulfil a wider objective of the Council.

1.3 Subject to Rule 1.2 every contract made by or on behalf of the Council shall comply with: -

1.3.1 these Standing Orders for Contracts.

1.3.2 the Council's Financial Regulations.

1.3.3 the Council's Standing Orders.

1.3.4 all relevant statutory provisions including any relevant E.U. directive.

1.3.5 any direction by the Council, Committees, Sub-Committees having appropriate delegated authority.

1.4 These Contract Procedure Rules shall not apply or may be varied where or to the extent that: -

1.4.1 the Council so resolves.

1.4.2 statute or subordinate legislation prescribes otherwise.

2. Delegated Authority to Enter into Contracts

2.1 The Proper Officer shall have power to accept tenders (where required) and to enter contracts on behalf of the Council, when the decision and budget have been approved by Council.

2.2 The Proper Officer or Responsible Financial Officer (RFO), if different, has authority to issue official orders or letters for work, goods and services as set out in the Financial Regulations.

3. Orders for Works, Goods and Services up to £3,000

3.1 Orders for work, goods and services up to the value of £3,000 are not subject to the Standing Orders for Contracts, nor are formal quotations required but orders must comply with the Council's Financial Regulations.

3.2 Orders for work, goods and services which would normally be considered as one transaction shall not be divided into different orders so that the Standing Orders for Contracts are deemed not to apply.

4. Contracts of up to £25,000

4.1 Tenders need not be invited for contracts estimated to have a value of £25,000 or less but three quotations shall be obtained in accordance with the Council's Financial Regulations. The Council's Procurement Policy states that in all contracts for goods, materials or services over £25,000, an evaluation model encompassing both price and quality, will be developed in advance against which best value can be judged.

4.2 Three quotations need not be invited in circumstances set out in regulation 11 of the Financial Regulations, or in cases where genuine competition is not available because of the specialist nature of the work or goods, all subject to a resolution of Council which embodies the reason for not doing so.

5. Requirements for Tender

5.1 Subject to the exceptions in Rule 5.2 below, tenders shall be invited where the contract sum is estimated to be above or close to £25,000.

5.2 Tenders need not be invited in circumstances set out in 11.1 of the Financial Regulations, subject to a resolution of Council which embodies the reason for not doing so.

5.3 Where the value of a supply, services or design contract is likely to exceed £189,330, or a construction contract is likely to exceed £4,733,252 (or other threshold specified by the Office of Government Commerce from time to time), the Council must consider whether the Public Contracts Regulations 2015 (EU Directive 2014/24/EU) apply to the contract and if so the Council must comply with EU procurement rules; which will include advertising in the Official Journal of the European Union. See also Financial Regulations 11.1 b, c and e.

5.4 Where tenders are required, one of the following methods shall be used: -

5.4.1 Open competitive tender (Rule 6).

5.4.2 Ad hoc approved list (Rule 7).

5.4.3 Standing approved list (Rule 8).

5.4.4 Approved list of another Council (Rule 9).

5.4.5 Established procurement specialist (Rule 10).

6. Open Competitive Tenders

6.1 Tenders estimated to be £25,000 inc. VAT or over shall be invited by giving at least 30 (thirty) days public notice on the UK Government Contracts Finder portal (under the Public Contract Regulations (2015)), on the Council's website and in such trade journals as the Proper Officer has considered appropriate stating the nature and purpose of the contract, inviting tenders and stating the last date when tenders will be accepted. Any notice issued shall contain a Statement of the effect of Standing Orders Nos. 32a and 32b.

7. Ad Hoc Approved List

7.1 Tenders shall be invited after giving notice in the manner set out in Rule 6 seeking applications to be placed on a list from which selected contractors will be invited to submit tenders.

8. Standing Approved List

8.1 The council does not operate an approved list of suppliers.

9. Approved List of Another Authority

9.1 Tenders may be invited from persons included in a list approved by the Newcastle-under-Lyme Borough Council for the supply of goods or materials of specified categories values or amounts or for the carrying out of specified categories of work.

10. Established Procurement Specialists

10.1 Where large, high value tender exercises take place, in areas in which the Council have limited expertise, it may be necessary to engage the use of established procurement specialists. These specialists will undertake the tender process on behalf of the Council, subject to compliance with Financial Regulations for the opening of tenders.

11. Selection of Tenders or Invitees

11.1 The selection of persons from whom tenders shall be invited shall be delegated to the Proper Officer in consultation with the Chair of the Parish Council and Chair of Finance and General Purposes Committee.

11.2 In inviting applications for inclusion in a list of approved tenderers or in selecting persons from whom tenders are to be invited, steps shall be taken to ensure fair competition. It may be necessary to supplement approved lists in cases where the specialist nature of the work or goods indicates that competition will be limited, subject to a resolution of Council which embodies the reason for doing so.

Where a contract will involve a design element, or in the case of other construction works, the chosen process may be varied minimally to ensure that the quality of the design is properly considered. Construction processes which are taking forward the Government Construction Strategy may also be used.

12. Form of Invitation to Tender and Submission of Tenders

12.1 All tenders shall be required to be submitted on a Form of Tender approved by the Proper Officer. This Form shall include a statement that the Council will not be bound to accept any tender and reserves the right to accept a tender other than the one which is the lowest price or not to accept any tender at all.

12.2 The invitations to tender shall state that no tender will be considered unless contained in an unmarked plain sealed envelope and endorsed "Tender" followed by the subject to which it relates.

12.3 Every tender shall be addressed to the Parish Clerk (Proper Officer) and the tender shall remain in his/her custody, or that of his nominated representative, until the time appointed for its opening. (See also 10.1).

13. Extension of Time

13.1 Where the Proper Officer considers it to be in the best interests of the Council the time within which tenders must be received may be extended after giving notice of such extension of time in the following manner: -

13.1.1 **Open competitive tenders** - in accordance with Rule 6.

13.1.2 **Ad hoc approved list / Established procurement specialist** - by giving fourteen days written notice to each of the selected contractors.

13.1.3 **Standing approved list** - by giving fourteen days written notice to each of the relevant persons on the list.

14. Opening of Tenders

14.1 All tenders for a contract shall be opened at the same time and as soon as possible after the closing time for the acceptance of tenders. The tenders will be opened by the Proper Officer or other nominated Officer in the presence of two Members of Council. (See also 10.1)

14.2 The Proper Officer shall prepare and maintain a register of tenders received and shall record in that register the following particulars: -

14.2.1 the last date and time for the receipt of tenders.

14.2.2 the date and time the tender was received.

14.2.3 the name of the tenderer and the amount of the tender.

14.2.4 the date and time they were opened and by whom.

14.2.5 the signature of the Officer to whom the tenders were handed after opening.

14.3 All persons required to be present at the opening of tenders shall immediately sign against the relevant particulars in the register and shall also sign each page of the tender as evidence of such tenders having been opened by them or in their presence.

14.4 Following the opening of tenders invited the Proper Officer shall write to all persons who were invited to tender but who failed to tender to ascertain the reasons for that failure.

15. Late Tenders

15.1 Any tender received late will be returned promptly to the tenderer by the Proper Officer. A late tender which has been received may be opened in the presence of the two Members to ascertain the name and address of the tenderer, but no details of the tender shall be disclosed.

16. Alterations to Tenders

16.1 Where the tender reveals errors or discrepancies, which would affect the tender figure in an otherwise successful tender, the tenderer shall be told of the errors and discrepancies and given an opportunity of confirming, correcting or withdrawing the offer.

17. Acceptance of Tenders

17.1 In accepting a tender, consideration will be given to price and quality. A suitable pre-determined price quality model (Evaluation Model) will be devised by the Proper Officer or representative in accordance with the Council's Procurement Policy. Selection of the best tender will be based on this evaluation.

17.2 If no tenders are received or if all tenders are identical, the Council may make such arrangements for procuring the goods or materials or executing the works as it thinks fit.

18. Contracts to be in Writing

18.1 Every contract which exceeds £3,000 shall be in writing in a form approved by the Proper Officer.

18.2 Every contract shall specify, amongst other things: -

18.2.1 the goods, materials, works, matters, or things, to be furnished, supplied or done (including any appropriate technical specifications).

18.2.2 the price to be paid with a statement of discount or other deductions.

18.2.3 where applicable, the time or times that the contract is to be performed.

18.2.4 how the contractor will be accountable for performance, and any information or reports that he will be required to submit.

18.3 The Proper Officer shall sign or witness every contract not required to be made under seal on behalf of the Council.

18.4 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 £3,000 shall be entered into on behalf of the Council by the Proper Officer by issuing an official order only.

19. Tender Notification and Standstill Period

19.1 Once the decision to award a contract is made, each Tenderer must be notified in writing of the outcome of the tender process. A "standstill notice" (also referred to as an "award decision notice" is only applied to advertised tenders when statutorily required. In all other cases, there will not be a "standstill notice" once tendered contracts are awarded.

19.2 For Tenders over EU Thresholds there must be a "standstill" period between the notification and signing the contract and/or raising of an order. This is ten calendar days but can be extended if a challenge is lodged by a Tenderer in which case the Proper Officer will advise on the relevant standstill period and process.

20. Assignment

20.1 In every written contract for the execution of work or the supply of goods or materials, the following clause shall be inserted:

"The contractor shall be prohibited from transferring or assigning directly or indirectly, to any person or persons whatever, any portion of the contract without the written permission of the Council. Sub-letting of any part(s) of the work, except to the extent permitted in writing by the Officer concerned, shall be prohibited"

21. Liquidated Damages

21.1 Every contract that exceeds £50,000 shall, where considered appropriate by the Proper Officer, provide for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed.

22. Performance Bonds

22.1 Where a contract is estimated to exceed £150,000 in value and is for the execution of the works, or for the supply of goods or materials by a particular date or series of dates, the Finance and Governance Committee shall consider whether the Council should require security for its due performance and shall either certify that no such security is necessary or shall specify in the conditions of tender the nature and amount of any security to be given. In the latter event, the Council shall require and will take a bond or other sufficient security for the due performance of the contract.

23. Retention

23.1 Works contracts, which are estimated to exceed £50,000 in value, will be subject to a defects period. The Council will retain a percentage of the monies due to the contractor for a period that the Proper Officer deems appropriate, having regard to the current practice in the relevant industry and to the circumstances of the contract.

24. Cancellation

24.1 Every contract will include a clause allowing the Council to cancel the contract and to recover costs if the contractor has offered, or given, any gift or consideration whatsoever as an inducement or reward to obtain the contract, or any other contract with the Council.

25. Nominated Subcontractors

25.1 Where a subcontractor or supplier is to be nominated to a main contractor the following provisions shall have effect.

25.2 Where the estimated amount of a subcontract exceeds £25,000 then, unless the Proper Officer certifies that it is not reasonably practicable to obtain competitive tenders, tenders for the nomination shall be invited and dealt with in accordance with these Contract Procedure Rules as if they were for a contract with the Council.

25.3 A nominated subcontractor must be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against his own obligations under the main contract in relation to the work or goods included in the subcontract.

26. Engagement of Consultants

26.1 In the event of the Council engaging the services of consultants, these Contract Procedure Rules will apply where relevant, and subject to approved exemptions set out in the Financial Regulations.