



Brightwell cum Sotwell Parish Council

BCSPC POLICY 4.1

Tenders - Contracts Policy

Policy BCSPC	Initial Release	Review Frequency	Reviewed Date	Amended Date	PC Approved Date
Policy 4.1 Tenders & Contracts	April 2023	Annual	July 2026	July 2026	21 July 2026

Document Sign Off & Adoption

This document was distributed to Councillors prior to the 21/7/26 Parish Council Meeting. The Policy was discussed at the meeting. No revisions were required and the Policy was formally adopted (Ref: of the minutes of that meeting).

Adoption Witnessed by the Clerk to Brightwell Cum Sotwell Parish Council

Name: Nettie Gray

Signature: Nettie Gray

Date: 21/7/26

Brightwell Cum Sotwell Parish Council, hereinafter referred to as “the Council”.

1.Introduction

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 remuneration.

Persons involved in the awarding of a Contract on behalf of the Council must clearly identify the need, assess the options for meeting those needs, and ensure that the best value for money is obtained.

2. Invitations to Tender

Enquiries and invitations to tender shall be based on the Council's written specification. The specification shall adequately describe the requirement in sufficient detail to enable effective procurement.

The Council will carry out appropriate due diligence and 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.



Brightwell cum Sotwell Parish Council

Consideration shall be given to other costs associated with the procurement (Lifetime costings including for example maintenance costs, final disposal and power consumption.)

3. Contracts above £500 and below £3,000.

The Clerk/Councillor shall strive to obtain 3 estimates.

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

Written quotations must be sought by not less than three contractors.

5. Contracts above £25,000

- a. A public notice must be published setting out particulars of the contract and inviting persons interested to apply within a period of not less than 7 days, for the opportunity to tender.
- b. After the expiration of the period specified in the public notice invitations to tender shall be sent to not less than four contractors (or, if fewer than four apply, to those that are suitable)
- c. For contracts over £25,000 the questions and scoring systems to be used shall be written before tenders are received. The basis of this scoring shall be explained in any invitation to tender documentation. Consideration must be given as part of the evaluation process, as to whether a performance bond and/or guarantee shall be required from the successful tenderer.
- d. 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 refund or damages by the contractor in case the terms of the contract are not performed.

6. Contractors Submissions

Quotations and tenders may be received electronically or physically provided they are kept in a separate secure folder under the control of the Clerk. Tender documents are not to be read until the deadline has passed for receipt of all tenders.

Every contract submission shall specify:

- a. The work, materials, matters or things to be furnished, performed or done
- b. The price to be paid, with a statement of discounts or other deductions if any
- c. The time or times within which the contract is to be performed.
- d. Compliance with all relevant Govt legislation.
- e. Holding of relevant insurance appropriate for each contract (public liability, professional indemnity, etc.).

7. Acceptance of Quotations and Tenders



Brightwell cum Sotwell Parish Council

- a. The tender that offers best value to the Council shall be accepted. Each tender shall be evaluated for price and quality to ascertain the most economically advantageous tender.
- b. The Council may negotiate with the tenderers who are being considered for acceptance. Any negotiations which would distort competition is expressly forbidden. Details of the negotiations must be recorded on the contract file.

8. Signing of Contracts

Every successful quotation/tender shall be accepted by a written contract. This contract shall specify the name of the contractor, the works to be executed or the goods or services to be supplied, the contract value and the contract period. A record of all contracts in excess of £3,000 in value placed by the Council shall be kept in Council files.

The Contract will specify that the Council reserves the right to 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.

9. 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 the agreed main Contract. 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. These rules must be written into the contract.

10. Contract Variations to Scope

Where a variation occurs during the currency of the contract that is material and cannot be met from within the original contract sum, or any instructions are required to vary a contract, these shall be reported to the Chairman and must be decided by the Council.

Re-Adopted: 21/7/26

Signed: Cllr. J Davys
Chairman