

Warwick District Council Code of Procurement Practice

Code of Procurement Practice has been written in five sections.

1. Corporate rules
2. Procurement procedure
3. Contract Management Policy, Practice and Procedure
4. Glossary
5. Policies

This code has been revised to reflect the current Public Contract Regulations 2015, EU Procurement Regulations, the Public Services (Social Value) Act 2012 and the Local Government Transparency Code 2014. The code aims to set out how Warwick District Council will procure goods, works and services in line with the above legislation. Failure to do so may result in disciplinary action. Managers, Officers and Elected Members of the Council will be bound by this code when procuring works, goods and services on behalf of the Council. The procedures within this code are set out in accordance with the current Public Contract Regulations 2014 and best practice. They are not designed to be a full set of instructions to the procurement process but outline the procedures that will be followed.

The code is designed to ensure transparency of the process and fairness in allowing all suitable suppliers the opportunity to bid for Council work. In following the code managers and officers will be supporting the Council's objectives and values. This Code should be read in conjunction with the Financial Code of Practice and the Procurement Strategy.

These rules have 5 primary objectives:

1. To ensure that the Council obtains Value for Money and fulfils its duty of achieving Best Value as defined in Section 3 of the Local Government Act 1999. It is of primary importance that Officers, on behalf of the Council, engage in procurement activity with the intention of delivering Best Value services to the citizens of Warwick, both at the point of contracting and through effective contract management, throughout the contract term.
2. To ensure that the Council complies with English and European law in force in England that governs the procurement of goods, services and works.
3. To establish procurement procedures which, when followed, should protect Members and Officers of the Council from any allegation of acting unfairly or unlawfully which may be made in connection with any procurement by the Council relating to goods, services or works.
4. To ensure that any risks associated with commencing procurement processes and subsequently entering into contracts are assessed as part of the procurement process and the Council's Procurement Gateway Process.
5. To ensure that fairness and transparency remains at the forefront of all procurement activity undertaken by Officers and approved by Members on behalf of the Council.

John Roberts – Procurement Manager WDC

SECTION ONE

1. Scope

These Rules apply to;

1.1 All contracts made (including all orders placed) by, or on behalf of the Council where the Council is commissioning goods, services or works, including where the Council is acting on behalf of other public contracting authorities or, where permitted, divested functions of the Council, or using funding provided by other Bodies;

1.2 All contracts made by the Council when acting as lead procuring authority for a public sector procuring consortium or partnership;

1.3 All contracts made by, or on behalf of the Council for the disposal by commercial sale of goods; 1.4 All Members of the Council; and

1.5 All officers of the Council; and

1.6 Any agents, consultants and contractual partners acting on the Council's behalf.

2. Non Compliance with Code

2.1 Any case of non-compliance with this Code of Practice, or the EU Procurement Regulations (as incorporated into English Law) must be reported immediately to the Head of Finance. A report should also be submitted to the next available Executive.

3. DECLARATION OF INTERESTS / CONFLICT OF INTEREST

3.1 All employees must declare interest for each procurement activity and on-going in accordance with the Employee Code of Conduct

3.2 Any Officer who has a direct or indirect pecuniary interest in any Contract or proposed Contract (in accordance with the Local Government Act 1972 section 117) shall declare their interest in writing and will not be allowed any involvement in relation to the procurement or management of the relevant Contract.

3.3 Conflicts may also arise with incumbent suppliers. Officers are obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest. In circumstances where measures cannot be taken to remedy conflicts, a contracting authority may have discretion to exclude the relevant bidder.

4. General Principles

4.1 All purchasing and disposal activities must:

- Achieve best value for public money spent or received and conducted within the legal powers of the Council;
- Support the Council's aims, policy objectives and strategic direction;
- Ensure contracts are awarded in accordance with any of the Council's specific requirements for the management of Health and Safety, Risk, Business Continuity, Diversity and Equality;
- Deliver outcomes which are sustainable environmentally and / or in socio-economic terms, efficient and reduce cost where appropriate;

- Ensure every procurement process is fair and transparent;
- Ensure the highest standards of probity including adherence to the Council's Code of conduct for Local Government Employees and rules for the prevention of corruption
- Comply with all applicable legal requirements including, but not limited to, EU Procurement Rules;
- Be conducted electronically via the Council's e-Sourcing system or other line of business system with suitable electronic Tendering capability; and,
- Be accurately recorded with a clear audit trail of actions and decisions.

4.2 All invitations to quote or Tender issued by the Council shall:

- Include appropriate terms and conditions of contract;
- Clearly specify, in a non-discriminatory way, using output or outcome based specifications, the goods, services or works to be provided and the time limit (if any) for delivery;
- Provide a clear statement regarding the criteria and process to be used for assessment of bids with each criteria having an appropriate weight assigned to it;
- Be evaluated, on the basis of the most economically advantageous Tender (including, where relevant Life Cycle Cost) with regard to price, quality, service and environmental sustainability
- By exception and only with the prior approval of the Head of Service be evaluated on the basis of lowest cost only; and
- Provide any supplementary information required by suppliers to enable them to submit clear and concise bids, structured to be easily assessed.

4.3 All contracts or purchase orders issued by the Council shall:

- Be evidenced in writing;
- Refer to a contract reference number and / or contain a purchase order number generated by an electronic purchase ordering system;
- Contain a non-discriminatory outcome or output based specification, and appropriate schedules;
- For Contracts over £10,000 include relevant conditions of contract and references in the conditions of contract to:
 - the goods, services or works to be delivered;
 - the time limit for delivery;
 - the level of quality expected;
 - appropriate and proportionate levels and forms of insurance;
 - arrangements for managing performance;

- a requirement for the supplier to comply with all relevant statutory requirements in respect of Health and Safety and Equalities;
- Unless otherwise provided for in the contract; a requirement for payment to the supplier of all undisputed invoices within 30 days and for the same to be required of the supplier to any sub-contractors.
- Provide that the Council may terminate the contract and recover its losses in the event of a breach by the supplier, its employees or anyone acting on its behalf of any statutory obligations in respect of The Bribery and Corruption Act 2010 (or any amendment or subsequent re-enactment thereof), in the event that the supplier should otherwise have been disqualified in accordance with the Public Contracts Regulations 2015.

5. Responsibilities

5.1 Heads of Service shall, in consultation with the Procurement Manager:

- Be responsible for procurement undertaken within their own Service Team ;
- Nominate Responsible Officers to undertake specific procurement processes;
- Ensure that the Responsible Officer(s) delegated to undertake procurement activity are adequately skilled to undertake a Quotation or Tender exercise in line with these Rules, and e-Sourcing processes;
- Ensure that any Quotation or Tender undertaken actively supports commissioning and business plans and the Councils policies and objectives, including but not limited to: Health and Safety, Risk Management, Business Continuity and Diversity and Equality;
- Ensure that any procurement undertaken takes into account, such environmental, social and economic factors as may be relevant to and / or achieved through the requirement being Tendered;
- Ensure that a full documentary record is maintained of any Quotation or Tender process, decisions taken and any related correspondence, in accordance with the requirements in these Rules;
- Ensure that where relevant, financial evaluation of bids shall take into account the whole Life Cycle Cost of the procured goods, services, or works;
- Consider the impact of procurement on SME's and/or VCSE providers;
- Ensure that in any procurement process involving the transfer of staff, all applicable statutory obligations are complied with;
- Ensure that Responsible Officers, comply with these Procurement Rules;
- Ensure that all procurement and delegated decision making / signing off is within approved budgetary limits and Scheme of Delegation.

Consult with the relevant Portfolio Holder and CMT at the appropriate stage of a procurement process where:

- An innovative approach is proposed – within the principles of these Rules, but which is significantly different to current practice;

- A proposed procurement process is likely to have a significant impact on the Council's workforce; and
- A proposed contract will significantly exceed the approved budget or time for completion, or is incurring significant risks not initially identified.

5.2 The Head of Service shall maintain a Contracts Register, in line with the Council's Procurement Strategy, for all contracts valued over £5,000.

- Details of all contracts accepted and awarded will be recorded on the central Contact Register. The Head of Service will have responsibility for ensuring it is maintained and kept up to date.
- The Head of Service, in consultation in with the Procurement Manager shall be responsible for maintaining an annual forward contract plan showing all potential procurement opportunities with a total value above £25,000.

5.3 The Procurement Manager shall:

- Maintain these Procurement Rules in accordance with the requirements of the Council's Constitution and Discharge of Functions;
- Provide professional advice to the Council on all matters relating to public procurement, procurement strategy and practice, contract management and market engagement;
- Where permitted by these Rules agree variations to contracts in compliance with the requirements of the Public Contracts Regulations 2015 para 72 and where the change would not constitute a 'new contract' requiring a re-procurement;
- Provide training and guidance when required on the application and use of these Rules, electronic procurement, purchase ordering, use of procurement cards, the management of contracts, developing procurement strategy and practice;
- Undertake all Tenders for contracts over the EU Procurement threshold except where it has been agreed with the respective Head of Service that an individual EU Tender may be run by a Responsible Officer from another Service Team with the necessary experience and with support from the Head of Procurement;
- Determine whether a contract opportunity may be restricted to mutual/social enterprises.

6. EXEMPTIONS

6.1 Exemption to Code of Procurement Practice Rules

- An exemption to the Code of Procurement Practice Rules is a permission to let a contract without complying with one or more of the Rules. An exemption to Rules for Contracts may be granted subject to conditions. **An exemption cannot be granted where a breach of any UK or EU legislation would be incurred.**
- An application for an exemption to Rules for Contracts to allow a contract to be let without genuine competition will not be granted without a cogent reason. A lack of time caused by inadequate forward planning is not a cogent reason and will not permit an exemption to Rules for Contracts. If an application is granted, the head of service responsible for the contract must demonstrate that the price obtained is not in excess of the market price and that the contract represents best value for money.

6.2 Authorising Exemptions

- An Exemption request form must be completed for every instance of an exemption. The template must clearly document the exemption to be applied, along with the justifications and all necessary procurement, legal and financial risks.
- Where the total contract value is up to £20,000, the Head of Finance may agree the exemption with the exemption retrospectively reported to the Executive.
- Where the total contract value is £20,000 and above. The Exemption request form must be completed by the Sponsoring Manager and agreed by the Procurement Manager and Executive, prior to any work being carried out.
- Exemptions under paragraph 6.5 need to be agreed by the Head of Service and the Procurement Manager.

6.3 Exemptions **requiring** approval by Executive (**after** work is carried out):

- Goods, Services or Works procured in an emergency because of a need to respond to events that were beyond the control of the Council (e.g. natural disasters such as flooding or fires or circumstances likely to involve risk of injury, or danger to health or life to or destruction of property. Any contract entered into by the Council must not be for a term longer than **6 months** .For E.U. contracts, the urgency must be unforeseen and not attributable to the actions of the Council.

6.4 Exemptions **requiring** approval by Executive (**prior** to work is carried out):

- The supply of goods and / or services is required for an interim period (**no longer than 12 months**) to enable the alignment of contract dates with a public sector partner, and where to do so enables a collaborative procurement to be completed which, it can reasonably be anticipated, will deliver savings
- Where additional works or services are required which were not included in the original contract and which either are strictly necessary for the competition of the contract or, for technical or economic reasons, cannot be carried out separately without great inconvenience. For E.U. contracts, the urgency must be unforeseen and not exceed 50% of the total value of the original contract attributable to the Council.
 - Where new works or services are required which are a repetition of works or services carried out under the original contract. For E U contracts, the new works or services must be required within 3 years of the original contract, and the contract notice must have stated that a new contract might be awarded by negotiation.
 - Where goods are required to partially replace or add to existing goods or installations, and obtaining them from another contractor would result in incompatibility or disproportionate technical difficulties in operation or maintenance.

6.5 Exemptions **not** requiring approval by Executive are:

- Renewal of software licenses or other IT commodity items where the supply is restricted to either the original supplier or their selected re-sellers, and competition does not affect the price paid owing to way the market operates and/or the need for compatibility.
- Memberships, publications and subscriptions that are only available to purchase from a single organisation e.g. membership of a housing advisory organisation.

- In a single source situation where we are restricted to using a particular supplier.
- A situation where you need to go to the original equipment manufacturer (OEM)
- Where using an alternative supplier will invalidate warranties.
- Where it is agreed that an external provider uses our facilities to provide a service i.e. stage performance and as part of providing this service agree to pay the council a commission.
- The Council has followed the procedures but the process has not resulted in a suitable supplier being engaged due to reasons beyond officers' normal control and defined responsibility resulting in an interim supplier being appointed to ensure continuity of service while the procurement process is reviewed.
- If there are exceptional circumstances in which it would not be in the Council's best interests to follow the tender or quotation procedure or another Rule for Contract;
- When the current contracted supplier goes into liquidation and time limited short term emergency measures need to be put in place to maintain services until a new tendering exercise has been completed.
- Grants, payments to parish councils or similar bodies (where the Council is body responsible for collection of funds via council tax), payments to BID's (Business Improvement Districts, where the Council is the body responsible for collection of funds via business rates), staff salaries and any statutory taxes are not covered by this code as they are not considered to be the procurement of goods, works or services.

7. EXTENDING EXISTING CONTRACTS

- 7.1 An extension to a contract is an additional period at the end of an existing contract, during which the works or the services to be carried out are a repetition of the works or services under the original contract
- 7.2 An extension should not be made where it would have the effect of changing the fundamental nature of the original contract and in no circumstances should an extension be made to a contract that has the effect of increasing the contract to a value over the EU Thresholds in force at that time.
- 7.3 Where an existing contract was originally entered into with no contractual option to extend, the Head of Service (or nominated Deputy) is permitted a single extension of the existing contract by up to 12 months with a current contractor as long as it is on the same basis, providing this would not place the contract over the EU limit or break any law.
- 7.4 Except under exceptional circumstances it is not permitted to extend an existing contract more than once and for no longer than twelve months.
- 7.5 Where the value of the initial contract or the aggregated estimated value of the contract and any extension is above £20,000, an Approval for an Existing Contract Extension Form must be completed by the sponsoring Manager and agreed by the Procurement Manager and Executive, prior to any work or service being provided.
- 7.6 An extension to an existing Contract **is not permitted** if it:
- is materially different in character from the original contract and, therefore, such as to demonstrate the intention of the parties to renegotiate the essential terms of that contract.

- introduces conditions which, had they been part of the initial award procedure, would have allowed for the admission of tenderers other than those initially admitted or would have allowed for the acceptance of a tender other than the one initially accepted.
- extends the scope of the contract considerably to encompass services not initially covered.
- changes the economic balance of the contract in favour of the contractor in a manner which was not provided for in the terms of the initial contract.

8. CURRENT CONTRACT RENEWAL PROGRAMME

8.1 Current contracts must be reviewed in accordance with the following timetable:

| Total contract Value | Review Date |
|--|---|
| Where a low value contract has been in place or rolled over repeatedly for at least three years and the total spend has exceeded £ 5000.00 | Carry out review at least 3 months before break clause date by Head of Service. Using the Value for Money - Contract Review form |
| £25,000- £49,999 | Carry out review at least 6 months before break clause date or sooner if the goods / services are of high complexity, strategically important or politically significant as determined by Corporate Management Team / Head of Finance/ Procurement Manager. Using the Value for Money - Contract Review form |
| £50,000-EU Threshold | Carry out review at least 9 months before break clause date or sooner if the goods / services are of high complexity, strategically important or politically significant as determined by Corporate Management Team / Head of Finance/ Procurement Manager. Using the Value for Money - Contract Review form |
| >EU Threshold As at 01/01/2016 Supplies & Services: £164,176.00 Works : £4,104,394.00 | Carry out review at least 12 months before break clause date or sooner if the goods / services are of high complexity, strategically important or politically significant as determined by Corporate Management Team / Head of Finance/ Procurement Manager. Using the Value for Money - Contract Review form |
| Frameworks | Carry out review in line with total contract value as indicated above. Using the Value for Money - Contract Review form |

8.2 Prior to extending an existing Contract (valued £25,000 and above), the Head of Service in consultation with the Procurement Manager, must ensure that a value for money appraisal is undertaken to determine if it is in the best interest of the Council to extend the current arrangement, and this will be carried out in accordance with the above timetable.

8.4 When negotiating a Contract extension the Responsible Officer must make every effort to negotiate improved Contract terms with regards to cost and/or quality of the Goods, Services and/or Works being delivered

9. THRESHOLDS

- 9.1. The Procurement Procedure will be defined according to the estimated value. Contract values must not be split in order to change the contract process.
- 9.2. The estimated value including any extensions will be for the term of the contract. This may be a fixed term for Procurement type work.
- 9.3 In the event that the minimum number of quotations or tenders cannot be obtained for reasons of insufficient suppliers within the market, the Head of Service in conjunction with the Procurement Manager will have the final decision in whether to proceed or to redesign the specification.
- 9.4 Where the spend is agreed by the relevant Head of Service and Procurement Manager to be classed as low value / low spend, the Council's Purchasing Cards Can be used in such circumstances. In such Cases the instruction on the use of the Purchasing Card must be adhered to.

| TYPE | CONTRACT PRICE | PROCEDURE |
|-------------|-----------------------|--|
| 1 | <£4,999 | Head of Service to arrange directly, after prior consultation with the Procurement Manager, with regard having to be given for best Value. |
| 2 | <£5,000-£24,999 | Head of Service to arrange directly, after prior consultation with the Procurement Manager, to obtain at least three quotations. Regard must be given for best value. |
| 3 | £25,000- £49,999 | Head of Service to arrange, after prior consultation with the Procurement Manager, to arrange formal quotation exercise, to be advertised exclusively via e-tendering portal with an option to utilise the 'quick quote' function and through advertising on Contracts Finder. A minimum of two Local Suppliers must be invited to bid. In order to promote procurement opportunities and increase the number of Local SME's registered on the E Portal, invitations to Participate will be circulated using Federation of Small Businesses weekly e newsletter. |
| 4 | £50,000-EU Threshold | Procurement Manager, in consultation with the Head of Service, to arrange formal Tender opportunity for goods, works or services above £50,000 advertised exclusively via the e-tendering portal and any other portals, specialist forums etc. and through Contracts Finder, to ensure that as wide a market as possible has the opportunity to respond to the opportunity to be sought in accordance with the tendering procedures. In order to promote procurement opportunities and increase the number of Local SME's registered on the E Portal, invitations to Participate will be circulated using Federation of Small Businesses weekly e newsletter. |

| TYPE | CONTRACT PRICE | PROCEDURE |
|------|----------------|--|
| 5 | >EU Threshold | <p>Procurement Manager (or nominated Deputy) to arrange formal Tender opportunity for goods, works or services above E U Threshold will be advertised exclusively via the e-tendering portal and any other portals, specialist forums etc. and through Contracts Finder, to ensure that as wide a market as possible has the opportunity to respond to the opportunity to be sought in accordance with the tendering procedures.</p> <p>EU Procurement Directive thresholds at 1st January 2016: Supplies & Services: £164,176.00, Works : £4,104,394.00</p> |
| 6 | Frameworks | <p>Procurement Manager (or nominated Deputy) to arrange the following the procedures set out in the framework without the need to go to back to the market.</p> <p>Mini Competitions advertised exclusively via the e-tendering portal.</p> |

10. FORM AND CONDITIONS OF CONTRACT

10.1 The officer responsible for the contract shall at the start of the process ensure that the specification is clear and meets all the business needs of the requirement. Procurement will ensure that contracts awarded are sufficiently clear and robust to enable the Council to enforce their execution and fulfilment. Contracts can be bespoke, industry standard (e.g. JCT) or made on Warwick District Council's standard terms and conditions of goods or services as appropriate.

10.2 Contracts will clearly state:

- Work to be Carried out/goods to be supplied, together with a definite quality of provision;
- The price, any discounts and (where appropriate) a means of defining price adjustments for any subsequent amendment of requirements and the mechanism for inflationary increases;
- Time by when (or during which) the contract is to be Carried out;

10.3 Contracts will also specify the Council's expectations of its contractors in relation to aspects of the Sustainable Community Strategy and Fit for the Future, e.g.

- Employment practices must reflect good practice in equality and diversity.
- Payment terms to subcontractors should mirror those that the Council agrees to the contract holder e.g.: number of days to pay third party suppliers in line with Government guidelines.
- Consolidation of invoices. The Council preference is for monthly billing but shorter frequencies may be acceptable depending on the supplier and the expenditure
- All Health and Safety requirements must be met.
- Business Continuity and emergency availability for key services and supplies.

- Environmentally sustainable working practices. The need, where appropriate, for equipment/systems to comply with EU requirements, and any other current legislation.
- Performance and complaints monitoring and reporting.
- Procurement in consultation with Legal Services will determine if the contract requires the provision of a performance bond or parent company guarantee, or the provision for liquidated damages.

10.4 Contracts should provide powers for the Council to cancel the contract and recover any resulting losses from the contractor in the event that the contractor, its employees or agents (with or without its knowledge):-

- improperly offers or gives anyone anything or benefit in order to influence the way in which any contract with the Council is given, completed or Carried out; or,
- Commits any offence under the Prevention of Corruption Acts 1889 to 1916, section 117(2) of the Local Government Act 1972 or any consolidating or amending legislation.

10.5 All contracts should be duly signed by both the Council and supplier before any services are commenced or goods ordered.

- Legal advice may be sought before any contract can be put forward for signing.
- Only those officers and managers identified as approved may sign and execute contracts on behalf of the Council. Type 1 and 2 authorisation will be at the point of order approval. Contracts of type 3-4 may be signed by a Head of Service (or any officer above this level). For contracts of type 5 only officers that are members of CMT or the S151 Officer may sign. Where contracts are to be executed as a deed, under the scheme of delegation reference G (9), these Can only be signed by the Chief Executive or the Deputy Chief Executives.
- All signed contracts to be stored in the Central Document Store .

10.6 All relevant contracts must be concluded formally in writing before the supply, service or construction work begins, except in exceptional circumstances, and then only with the prior approval from Chief Executive , Head of Finance or nominated. A letter of intent is insufficient.

10.7 The contract shall make appropriate provision for information sharing between the supplier and the Council, and/or such other measures as are appropriate, such as staff training, to support the Council in meeting its duty under section 26 of the Counter-Terrorism and Security Act 2015 to have due regard to the need to prevent people from being drawn into terrorism.

10.8 All orders must be matched with a Purchase Order, raised in advance , and be in line with the Council's Code of Financial Practice.

11. NOVATION OF CONTRACTS

11.1 The novation of a contract can be undertaken if this was allowed for in the terms of the original contract. The Service Manager will need to seek advice from Procurement, Legal and Finance before agreeing to a novation.

11.2 Where novation of the contract has not been provided for in the original terms of the contract, novation can be undertaken if a corporate restructuring such as a takeover, merger, acquisition or insolvency.

12. CONTRACTS UNDER SIGNATURE

12.1. The Officer responsible for securing signature of the contract must ensure that the person signing for the other contracting party has authority to bind it. The Officer signing the contract on behalf of the Council must check to ensure that he/she has the relevant authorisation to sign the contract.

13. CONTRACTS UNDER SEAL

13.1 A contract must be sealed where:

- The Council wishes to extend the liability period under the contract and enforce its terms for up to 12 years;
- The price to be paid or received under the contract is a nominal price and does not reflect the value of the goods or services;
- There is any doubt about the authority of the person signing for the other contracting party; and/or
- The total value of the contract is £50,000 or over

13.2. Where contracts are completed by each side adding their formal seal, such contracts shall be attested by an officer so authorised under the Council's Constitution.

13.3. Every Council sealing will be consecutively numbered, recorded and signed by the person witnessing the seal. The seal must not be affixed without the authority of the Monitoring Officer, acting under delegated powers.

14. E-PROCUREMENT

14.1 These rules apply to any tendering procedure (including for the avoidance of doubt a mini-competition under a framework arrangement) or contract entered into using electronic means.

14.2 All contracts with a value of £ 25,000.00 will be advertised exclusively via e-tendering portal and "Contracts Finder.

14.3 All procurement exercises shall be conducted by electronic means ("e-procurement"), using a system approved by the Council.

14.4 The Council must consider whether it is appropriate to impose any specific requirements regarding verification and authentication of the tender submission and the signature of the person making that submission. Any such requirements must be stated in the Contract Documents.

14.5 No tender submitted using electronic means will be considered unless it is received in the format requested and prior to the deadline for the receipt of tenders as stated in the Contract Documents and is submitted via the Council approved electronic tender system.

14.6 The Council shall ensure that insofar as is reasonably practicable the system used does not allow the identity of the contractor submitting the tender to be revealed prior to the tender being opened after the deadline for the receipt of tenders.

14.7 Late tenders must be clearly identified as such by the system and shall be recorded as rejected on the system with the tenderer being notified to this effect.

14.8 The Council may also elect to extend the deadline for submission of tenders where it is considered appropriate to do so.

14.9 Where the deadline for submission of tenders is extended the Council shall notify all potential tenderers of the extension and any tenderers who have already submitted tenders shall be given the opportunity to re-submit their tenders.

14.10 Any questions as to whether a tender is late shall be determined by the Council in consultation with the Procurement Manager

15. DISPOSAL OF ASSETS

15.1 The approach to be taken in respect of the disposal of assets (excluding land and buildings) will depend upon the nature and estimated value of the asset.

- In the first instance any asset deemed to be of no further use should be offered for re-use within the Council. This can be done via the internet or email to service area managers.
- For assets worth £19,999 and below Managers should 'have regard' to the need for value for money and equity. Assets should not be sold without competition unless it is clearly sensible to do so. The reasoning must be recorded by the Head of Service. In cases where competition is appropriate, at least two written quotations should be received or the method of electronic auction may be used (e.g. EBay).
- For assets worth £20,000 and above the Executive approval should be sought detailing the asset and the proposed method of disposal. The method of disposal may be either by formal tender (as described in sections 9-13) or by auction (e.g. EBay or property/land auction)

15.2 In the event that electronic auction is selected then this must be through a Council account, under NO circumstances should personal accounts be used.

15.3 If a low value asset cannot be sold then consideration should be given as to its suitability to support local charities, voluntary groups and / or parish councils. In the event that this is deemed a suitable route to disposal the Head of Service is responsible for the disposal.

15.4 Disposal of land and buildings does not normally fall under the Public Contracts Regulations. However, if the disposal is linked to further outputs or developments then there may be a requirement to comply with the regulations. In considering the proposal to dispose of land or property it is necessary to follow the Code of Financial Practice.