



BEAN PARISH COUNCIL

Standing Orders Relating to Contracts

(Adopted 11th May 2026)

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Standing Orders Relating to Contracts

1. Contracts to comply with Standing Orders

- 1.1 Every contract made by the Council to which the power of making contracts shall have been delegated shall comply with these Standing Orders and no exemption from any of the following provisions of these Standing Orders shall be made otherwise than by direction of the Council where it is satisfied that the exemption is justified by special circumstances
- 1.2 Express note of any exemption from any of the provisions of these Standing Orders and of the emergency if any by which the exemption shall have been justified shall be made in the minutes of the Council

2. Open tendering

Except as provided under Standing Order Nos 1 or 3 no contract which exceeds £3,000 but is less than £25,000 in value or amount for the supply of goods or materials, or execution of any work, shall be made unless at least three quotations (or tenders) have been invited and, wherever the value or amount of the contract exceeds £25,000 at least ten days' public notice has been given in one or more newspapers or journals circulating among such persons as undertake such contracts, expressing the nature and purpose thereof, inviting tenders for its execution, and stating the last date when tenders will be received

3. Selective tendering after advertising

- 3.1 This Standing Order shall have effect where by virtue of a decision of the Council invitation to tender for a contract is to be limited to persons who reply to public notice
- 3.2 Public notice shall be given in one or more local newspapers or in one or more newspapers or journals circulating among such persons as undertake such contracts (or both) setting out particulars of the contract into which the Council wish to enter and inviting persons interested to apply, within such period not being less than ten days, as may be specified, for permission to tender
- 3.3 After the expiration of the period specified in the public notice invitations to tender for the contract shall be sent to not less than four persons. If fewer than four persons have applied and are considered suitable invitations to tender shall be sent to all such persons

4. Delivery of tenders

Where in pursuance of these Standing Orders invitation to tender is required every notice of such invitation shall state that no tender will be received except in a plain sealed envelope addressed impersonally to the Parish Clerk 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 Parish Clerk until the time appointed for their opening

5. Opening of tenders

- 5.1 Tenders shall be opened at one time and only in the presence of the Parish Clerk and such Member or Members of the Council as may have been designated for the purpose by the Council
- 5.2 Any tender received after the specified time shall be returned promptly to the tenderer by the Parish Clerk. The tender may be opened to ascertain the name of the tenderer but no details of the tender shall be disclosed, save that such tender may be considered when the Parish Clerk is satisfied that there is evidence of posting in time for delivery by the due date in the normal course of post delivery and the other tenders have not been opened

6. Acceptance of tenders other than the lowest etc

A tender other than the lowest tender shall not be accepted until the Council shall have considered a written report from the Parish Clerk or other appropriate person

7. Exceptions from proprietary etc articles

Nothing in these Standing Orders shall require tenders to be invited –

- (a) in the case of contracts for the supply of goods or materials -
- the goods or materials are proprietary articles or are sold only at a fixed price and no reasonably satisfactory alternative is available
 - the price of the goods or materials are wholly controlled by government order and no reasonably satisfactory alternative is available
 - for other reasons, there would be no genuine competition
- (b) the work to be executed or the goods or materials to be supplied constitute an extension of an existing contract
- (c) the work to be executed or the goods or materials to be supplied consist of repairs to or the supply of parts of existing proprietary machinery or plant
- (d) the work requires knowledge or previous experience in the area or requires a particular skill - these contracts will always be agreed by full council.

8. Contracts to be in writing

Every contract shall be in writing. Where the value or amount of a contract exceeds £25,000 it shall be made under seal or signed by the Council chairman and one other councillor