



WEST OXFORDSHIRE
DISTRICT COUNCIL

Selling to West Oxfordshire District Council



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The content of this guide is for information purposes only. It shall not form part of any contract with the Council, nor shall the Council be liable for any use of or reliance upon it.

Introduction

West Oxfordshire District Council spends over £13m (revenue) each year on a wide range of goods and services. Achieving value for money is therefore essential. Because of the disparate nature of these goods and services and the make-up of the purchasing activities, some suppliers might find it difficult to know where to begin. The information in this guide is intended to remedy that situation by describing the way we go about buying and how you might become involved in the process.

Any successes in obtaining business from us will depend largely on the qualities of your products compared with your competitors. We hope that this information goes some way to help you in your aims.

Please note the use of the word goods in this guide also applies to the purchase of services or works, where applicable.

Our Purchasing Principles

We will:

- Ensure Best Value is achieved in all procurement, irrespective of the means of supply.
- Encourage fair and open competition.
- Comply with all applicable laws, statutory requirements, local government regulations and this Council's policies and procedures.
- Balance cost, quality and delivery considerations.
- Operate fair, impartial and transparent contract award processes.
- Ensure that the procurement process used is cost effective and commensurate with the level of expenditure involved.
- Require contractors to comply with all of this Council's policies and procedure, where applicable.
- Be eager to establish partnership relationships with suppliers
- Use national frameworks where it is economically advantageous to do so

Sustainability

The Council encourages a diverse and competitive supply market, including small firms, social enterprises, ethnic minority businesses and voluntary and community sector suppliers.

The Council will integrate environmental and other criteria into specifications for contracts and tenders, where applicable. In all invitations to tender, the Council will encourage suppliers to offer alternative products or services that have improved, for example, environmental performance but still meet the specifications

Within the Council permission for entering into a purchase contract is with an authorised officer. A commitment can only be properly made based on three way separation of powers - operational, financial and then procurement.

Guide to Suppliers

The Council has a set of [Standard Terms and Conditions of Contract](#) (see Appendix A) that are used for the purchase of goods. It is our policy to contract under these Terms and Conditions of Contract.

In addition to the Standard Terms and Conditions all contract letters or purchase orders will contain details of the particular goods concerned such as details of price, delivery etc. There may also be additional bespoke Terms and Conditions for particular requirements. You should not write on or alter in any way these Terms and Conditions when you reply. If you do so you run the risk of having your tender rejected.

You should also stick to the deadline given in the invitation letter for receipt of tenders. If you should miss the tender deadline your tender will be rejected.

Basic eligibility to supply us with goods

- You must accept English law as the governing law of any contract, and accept the jurisdiction of the English Courts
- You must be prepared to accept our [Standard Terms and Conditions of Contract](#) for the Supply of Goods (see Appendix A), although minor changes may be negotiated if it is in the interests of both parties
- Your company must have no convictions for serious environmental offences, fraud, corruption or other major breaches of the Companies Act

The basic eligibility criteria above applies to both Purchase Orders (up to £10k) and Contracts (£10k and over). For Contracts only (£10k and over) the following eligibility criteria also apply:

- Your performance will be measured if you are awarded a contract with us
- You must comply with the [Council's Contract Procedure Rules](#)

Local Suppliers

- Within the constraints of European, UK legislation and Council regulations for the letting of contracts, West Oxfordshire District Council purchasing policy towards the UK industry and local companies is to make them fully aware of the business opportunities available with the Council.
- A range of initiatives has been developed to help the local economy including collaboration with all Oxfordshire authorities and the Go Shared Services Partnership.

European Requirements

All public sector contracts no matter what their value within the European Union are covered by a treaty which incorporates the free movement of goods and services and which prevents discrimination against firms on the grounds of nationality. The principles of the treaty are backed up by a series of EC Procurement Directives:

These 2014 Directives have recently been adopted by the EU and are currently being transposed into UK law.

The directives and regulations require the Council to follow detailed procedures for all procurements above financial thresholds. The thresholds are reviewed every two years (see <https://www.gov.uk/transposing-eu-procurement-directives>)

Companies offering tenders to the Council will find that Terms and Conditions of contract and specifications will incorporate standards and regulations applicable to the goods required, wherever

possible the relevant European Standard will apply and British standards and regulations will only apply if no other international standards or regulations exist.

In the event of a contract value exceeding thresholds laid down by the European Union in its procurement Directives, the contract will be advertised in the [Official Journal of the European Union \(OJEU\)](#).

For more information regarding the EU Procurement Directives, please go to:
<https://ccs.cabinetoffice.gov.uk/i-am-buyer/introduction-buyers/current-procurement-regulations>.

Submission and acceptance of tenders

- The submission of tenders by potential suppliers must comply with the provisions of the [Council's Contract Procedure Rules](#).
- Tenders when received are kept secure and unopened until the specified date and time when they are opened formally, numbered and registered. The tenders are then passed to the contracting service team for evaluation.
- Following tender analysis a report is submitted to the relevant officer to award the contract.
- Once the Council has accepted a tender a formal contract will be issued.
- Unsuccessful tenderers will be notified and offered a formal debriefing.

Award Criteria

The authorised officer is empowered to accept the lowest 'Whole Life Cost' tender, or, where such a contract award criterion is being used, the most economically advantageous tender. The Council will, in the interests of securing Best Value, normally include consideration of:

- Whole Life Costs
- Delivery
- Product Quality
- Supplier Technical Capacity and Capability
- End of Life Disposal

Payments Policy

The Council's payments policy is to pay undisputed invoices within 30 days

Contract Performance

West Oxfordshire District Council has to monitor its performance as part of its duty under Best Value, and suppliers and contractors to the Council are monitored to assess their compliance with pre-defined performance criteria. Contracts have to be performed in accordance with the requirements set out in the contract documentation. Contract conditions will be strictly applied. The Council is continuously striving to improve its own performance and it expects its contractors to do the same.

Complaints Procedure

The Council will adopt a variety of contract monitoring arrangements appropriate to the value and nature of each contract. Most complaints will be discussed and resolved through these arrangements. However, if any contractor or prospective supplier has a complaint about unfair treatment or discrimination that cannot be resolved through normal commercial contact with the Council, the complaint can be made in writing through the Council's Corporate Complaints Procedure. This procedure details the Council's

policy for dealing with complaints and ensures that the Council acts promptly. Anyone who has supplied a tender to the Council under the European Public Procurement Rules can take action in the High Court if they have been harmed, or are at risk of harm by the Council breaking these regulations. Anyone who feels they have not been treated fairly can also complain to the European Commission.

Know What We're Buying

The commodities usually required by the Council are shown in Appendix B. ['What the Council Buys'](#) and are on the ['Selling to West Oxfordshire District Council'](#) web page.

Each service team at the Council currently contracts for its own service requirements.

For further details on current and planned business opportunities at the Council as follows, check for advertisements in:

- The local press
- Trade journal applicable to your industry
- [Official Journal of the European Union \(OJEU\)](#)
- <http://www.tendersdirect.co.uk/>
- <https://www.businessportal.southeastiep.gov.uk/>

Further Information

For more information on anything within this publication, please contact Phil Martin, Head of Business Improvement & Change at West Oxfordshire District Council:

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Post: Council Offices, Woodgreen, WITNEY, Oxfordshire, OX28 1NB

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Appendix A - Standard Terms and Conditions of Contract for the Supply of Goods

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1. General

- 1.1. In these Terms and Conditions, "the Authority" means West Oxfordshire District Council, "the Seller" means the supplier of such goods, "goods" includes works and services, "the Order" means the Authority's purchase order for such goods and "the Contract" means the contract, subject to these Terms and Conditions, arising from the Seller's acceptance of the Order.
- 1.2. These Terms and Conditions apply in preference to and supersede any Terms and Conditions referred to, offered or relied on by the Seller whether in negotiation or at any stage in the dealings between the Authority and the Seller with reference to the goods to which this Contract relates. Without prejudice to the generality of the foregoing, the Authority will not be bound by any standard or printed terms furnished by the Seller in any of its documents, unless the Seller specifically states, in writing, separately from such terms that it intends such terms to apply and the Authority acknowledges such notification in writing.
- 1.3. No Contract is recognised in respect of goods without the Authority's properly issued purchase order number.
- 1.4. The Authority reserves the right to place orders for goods to the same or similar specification with other suppliers or its own labour.
- 1.5. The headings to the clauses of these Terms and Conditions of Contract are for ease of reference only and shall not affect the construction of this Contract.

2. Variation

- 2.1. Neither the Authority nor the Seller shall be bound by any variation, waiver of, or addition to these Terms and Conditions except as agreed by both parties in writing and signed on their behalf.

3. Specification

- 3.1. The Seller shall ensure that the goods comply in all respects with their represented specification, capacity, performance level, catalogue, details, drawings, photographs or samples supplied as appropriate (hereinafter "Specification") failing which the Authority shall be entitled to reject in whole or in part the goods and, at its discretion, receive replacements or full credit from the Seller.
- 3.2. The goods shall comply with the Specification throughout their respective useful working lives. The Specification will include details for the safe disposal of goods, if relevant.
- 3.3. The Authority shall be entitled at any time not later than five working days prior to the specified date of delivery to vary the Specification. Any such variations shall be at the Authority's reasonable expense and any reasonable savings shall be passed on to the Authority.

4. Fitness for Purpose

- 4.1. If the purpose for which the goods are required is made known to the Seller expressly or by implication the goods shall be fit for that purpose.

5. Price

- 5.1. The prices stated in this order are fixed and firm.

6. Payment

- 6.1. Payment is due 30 days from the date of the Seller's VAT invoice for the goods concerned subject always to any other period of payment that may be agreed in writing with the Seller.
- 6.2. The Seller is only entitled to invoice the Authority for goods on completion of delivery.
- 6.3. All invoices must clearly detail the Authority's purchase order number. Failure to do so will result in non-payment.

- 6.4. The Authority shall be entitled to set against or deduct from any sum due to the Seller the price of any rejected or returned or defective goods, short deliveries, lost or damaged goods and any other sums to which the Authority may be entitled as against the Seller under any contract or agreement whatsoever.

7. Delivery

- 7.1. The goods must be delivered carriage paid to such destination as the Authority may direct.
- 7.2. The goods shall be delivered and off-loaded at the Seller's risk.
- 7.3. All goods supplied for this Contract on a price for weight basis shall be delivered over an authorised weighbridge. The net weight so recorded shall be the Contract weight.
- 7.4. The time stated for delivery shall be of the essence.
- 7.5. If the Seller does not deliver the goods or any part thereof within the time specified in the Contract, the Authority shall be entitled to terminate the Contract, purchase other goods of the same or similar Specification to make good such default, and recover from the Seller the amount by which the cost of so purchasing other goods exceeds the price which would have been payable to the Seller in respect of the goods replaced by such purchase, without prejudice to any other remedy for breach of contract.
- 7.6. The Authority reserves the right by notice three working days prior to the delivery date to require the Seller to hold or defer delivery of the goods for up to thirty days from the original delivery date at no extra cost or charge to the Authority.

8. Property

- 8.1. The property in the goods shall pass to the Authority when the goods have been delivered to the Authority.

9. Rejection

- 9.1. If any of the goods, or the packages containing the same, do not comply with the Contract including quantity, quality or Specification, the Authority shall be entitled to reject those goods or any part of them at any time after delivery, irrespective of whether the Authority has accepted them. Any acceptance of such goods by the Authority shall be without prejudice to any rights that the Authority may have against the Seller.
- 9.2. Any goods rejected in accordance with paragraph 9.1 above shall be collected by the Seller at his expense and risk immediately after receipt of notice of such rejection and if not removed within seven days after despatch of such notice the Authority may cause the goods to be returned, removed, sold or otherwise disposed of and charge the Seller with all expenses incurred in so doing. The Authority shall not be liable for any damage or loss thereby sustained by the Supplier.

10. Defects Liability

- 10.1. The goods shall be of merchantable quality and free from defects in material, workmanship and design for a period equivalent to the Seller's customary warranty but in any event for a minimum of twelve months from date of delivery.

11. Intellectual Property Rights

- 11.1. Except to the extent that the goods embody designs prepared by the Authority, the Seller shall indemnify the Authority against all actions, losses, liabilities, claims, costs and expenses arising from any infringement or alleged infringement of any patent, registered design, trademark, copyright or other protected right arising out of the supply or use of the goods but excluding infringement arising only from the use of the goods in combination with other goods not supplied by the Seller.
- 11.2. The Authority shall promptly notify the Seller of the bringing of any such claim or proceedings and the Seller may at his own expense and on giving reasonable security to the Authority deal

with the same in the name of the Authority provided the Seller takes over the conduct of all negotiations and proceedings within fourteen days of the Authority's notification.

12. Indemnity

12.1. The Seller shall indemnify the Authority against all losses, liabilities, claims, costs and expenses whether direct or consequential which the Authority may suffer howsoever arising from the Seller's breach of any of its obligations under this Contract.

13. Assignment and Subcontracting

13.1. The Seller shall not assign or transfer the whole or any part of this contract or subcontract the production or supply of any goods to be supplied under this contract without the prior written consent of the Authority (except for materials or for minor details).

14. Insurance

14.1. The Seller shall indemnify the Authority against all losses, liabilities, claims, costs and expenses that may result from loss of or damage to any property (including that of the Authority) or injury to or the death of any person (including any employee of the Authority) that may arise out of any act or omission of the Seller, his employees, agents or subcontractors in connection with the Contract.

14.2. Except in respect of claims for personal injury or death or loss of or damage to property conferring on a person other than the Authority a good cause of action against the Seller the liability of the Seller arising under paragraph 14.1 for any one act or omission shall not exceed (unless otherwise stipulated by the Authority prior to the Contract being entered into) the price of the goods or £5,000,000 or whichever is the greater.

14.3. The Seller shall insure against his legal liability arising under paragraph 14.1 above. Such insurance shall extend to indemnify the Authority in the minimum sum (subject to paragraph 14.4) of £5,000,000 unless otherwise stipulated in writing by the Authority prior to the Contract being entered into. Satisfactory evidence of such insurance and payment of the current premium shall be shown to the Authority on request.

14.4. The insurance affected by the Seller in respect of his/her employees shall be for a minimum of £10,000,000 unless otherwise stipulated in writing by the Authority prior to the Contract being entered into.

15. Legislation

15.1. The Seller shall comply with the meaning and the scope of the provisions of the:

- Sex Discrimination Act 1975
- Race Relations Act 1976
- Disabled Persons (Employment) Act 1944
- Health and Safety at Work Act 1974
- Consumer Protection Act 1987 and any other statutory modifications or enactments thereby and all other legislation.

16. Ethical Trading

16.1. The Authority may by written notice cancel the Contract and recover any resulting loss from the Seller if the Seller, his employees, agents or subcontractors with or without his knowledge has offered, given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining of this or any other contract with the Authority or for showing favour or not showing disfavour to any person in relation to this or any other contract with the Authority.

16.2. The Authority may by written notice cancel the Contract and recover any resulting loss from the Seller if the Seller, his employees, agents or subcontractors with or without his knowledge has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or given any

fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

17. Termination

17.1. The Authority may by written notice cancel the Contract if the Seller becomes bankrupt or being a company goes into liquidation (other than for purposes of amalgamation or reconstruction) or suffers a receiver to be appointed or has an administration order made on it.

18. Confidentiality

18.1. The Seller shall keep confidential all information relating to the Authority and its business which it may gain as a result of carrying out the Contract or otherwise and not disclose the existence of the Contract other than as necessary for the performance of the Contract without the Authority's prior written consent.

19. Arbitration

19.1. Any dispute or difference as to the construction of the Contract documents or in any way arising out of, or incidental to, the Contract shall except insofar as is otherwise provided be determined by arbitration in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

20. Notices

20.1. Any notice to be given under the contract shall be in writing and shall be deemed to have been duly given if sent by first class post on the third day after and not counting the day of posting.

20.2. All communications to the Authority must be addressed to the: West Oxfordshire District Council, Council Offices, Woodgreen, WITNEY, Oxfordshire, OX28 1NB.

21. Law and Jurisdiction

21.1. This Contract shall be governed by English Law.

Appendix B - What We Buy: Commodity Listing

Agency - Employment

Communications and Mobile Equipment

Computing Hardware and Software

Construction

Consultancy

Energy & Fuels

Engineering Materials

Marketing/Publicity Services

Materials Disposal & Recycling Services

Office Supplies including Paper and Stationery

Power and Cooling - Equipment and Services

Print Procurement

Training

Travel