



Renfrewshire Valuation Joint Board

Report to : Renfrewshire Valuation Joint Board

Meeting on : 19th January 2018

Subject : Standing Orders relating to Contracts - Update

Author : Assessor & Electoral Registration Officer

1.0 Introduction

At the January meeting of the Board in 2017 it was suggested by Audit Scotland that the Standing Orders relating to Contracts should be reviewed.

2.0 Progress

Please find attached the updated version of this which has been updated in line with changes made by our lead authority.

Recommendations

- i. The Board notes the contents of the attached report.

Kate A Crawford - 4th January 2018

For further information please contact Kate Crawford on 0141-618-5903
Or via e-mail at kate.crawford@renfrewshire-vjb.gov.uk

RENFREWSHIRE VALUATION
JOINT BOARD

STANDING ORDERS RELATING TO CONTRACTS
JANUARY 2018

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RENFREWSHIRE VALUATION JOINT BOARD

STANDING ORDERS RELATING TO CONTRACTS

1. INTRODUCTION

- 1.1. These standing orders are made by the Renfrewshire Valuation Joint Board (“the Joint Board”) which is constituted by the Valuation Joint Boards (Scotland) Order 1995 to carry out functions of Inverclyde, East Renfrewshire and Renfrewshire Councils (“the Councils”) as valuation authorities for their respective areas which the Councils would otherwise have had under the Valuation Acts in consequence of Section 27 of the Local Government etc (Scotland) Act 1994. The Councils and the Joint Board have also agreed that the Joint Board will undertake the Councils’ functions under Sections 8 to 10 & 13 and Sections 52 to 54 & 56 - 57 of the Representation of the People Act 1983. These standing orders shall apply, unless otherwise stated and subject to any overriding requirements of the EU Directives on Public Procurement and to any U.K. legislation or regulations implementing the Directives (the “E.U. Procurement Rules”) to the making by the Joint Board or on their behalf of all contracts.
- 1.2. The standing orders are subject to any overriding requirements of :-
 - a) EU Directive 2014/24/EU on public procurement; EU Directive 2014/23/EU on the award of concession contracts; and any Scottish legislation implementing these Directives (the “EU Procurement Rules”);
 - b) the Procurement Reform (Scotland) Act 2014 and all regulations and guidance made under and in terms of that Act (the “Procurement Reform Rules”); and
 - c) the relevant provisions of the Treaty on the Functioning of the European Union particularly the principles of equal treatment, non-discrimination and transparency (“the Treaty Principles”).
- 1.3. All contracts let by or on behalf of the Joint Board, regardless of whether any such contracts are otherwise exempt from the application of these standing orders shall be subject to an obligation on the Assessor and Electoral Registration Officer (“the Assessor”) to seek Best Value for the Joint Board and to be able to demonstrate fairness and transparency in the contract procedure chosen to all parties having an interest in that procedure.

2. INTERPRETATION

- 2.1. For the purposes of these standing orders the following words and expressions shall have the meanings given to them in this standing order:

- a) any reference to “a signature” or “signed” includes reference to a signature or other form of formal confirmation using electronic means, such as a digital signature, encryption or other formally recognised authority for identification purposes;
- b) “electronic means” means electronic equipment for the processing (including digital compression) and storage of data which is transmitted, conveyed and received by radio, by wire, by optical means or by other electromagnetic means;
- c) “written” or “in writing” means any expression consisting of words or figures which can be read, reproduced and subsequently communicated. It may include information which is transmitted and stored by electronic means.
- d) “the Assessor” means the person appointed to that role by the Joint Board.
- e) “the Clerk” means the Head of Corporate Governance of Renfrewshire Council or his nominee.
- f) “Contract Documents” means the documents to be used in any tendering procedure and where different those intended to form part of any contract following on from a tendering procedure. It includes, but is not restricted to, the ESPD, the invitation to tender for or to negotiate a contract, the proposed conditions of contract, the specifications or the descriptions of the goods, services or works required by the Joint Board and any Bills of Quantities and includes any such documents or their equivalents issued using electronic means.
- g) “the CPU” means Renfrewshire Council’s Corporate Procurement Unit.
- h) “ESPD” means the European Single Procurement Document.
- i) “the EU Procurement Rules” is defined in standing order 1.2 a).
- j) “Health or Social Care Services” means any of the services listed in the Schedule to the Procurement (Scotland) Regulations 2016.
- k) “the HOPAC” means Renfrewshire Council’s Head of Policy and Commissioning or his or her nominee.
- l) “Regulated Contract” means a public contract (other than a public works contract) with an estimated value equal to or greater than £50,000; or a public works contract with an estimated value equal to or greater than £2,000,000 unless the public contract or public works contract is an excluded contract under the Procurement Reform Rules.
- m) “Regulated Procurement” means (i) any procedure carried out by the Scotland Excel in relation to the award of a Regulated Contract including, in particular, the seeking of offers in relation to the contract

and the selection of suppliers; and (ii) the award of a Regulated Contract by the Joint Board.

- n) “Social and Other Specific Services” means the services listed in Schedule 3 of the Public Contracts (Scotland) Regulations 2015.
 - o) “Sustainable Procurement Duty” means the duty of that name under the Procurement Reform Rules.
 - p) “the Threshold” for the purpose of determining the value of thresholds within these standing orders refers to the threshold under Article 4 (c) of Directive 2014/24/EU (the threshold for public supply and service contracts awarded by sub-central contracting authorities. The sterling equivalent is currently £181,302 but is recalculated every second year on 1 January of that year. The next change is due on 1 January 2020. Details of the full list of thresholds applying from 1 January 2018 are set out in Schedule 1.
 - q) “Treasurer” means the person appointed to that role by the Joint Board.
- 2.2. Any reference to the Assessor should be taken to include a reference to the Divisional Assessors and Assistant Electoral Registration Officers and the Assessor’s and Divisional Assessors and Assistant Electoral Registration Officers’ nominees.
- 2.3. Any reference to a statute, other legislation or European Directive shall include reference to any statute, legislation or Directive amending or replacing it.
- 2.4. Any reference to a contract shall include, where the context allows, reference to a sub-contract.
- 2.5. For the purposes of definition, the words Joint Board should be read where the context permits so as to include Sub-Committees of the Joint Board.

3. SUSPENSION, VARIATION AND REVOCATION

- 3.1 These standing orders may be varied or revoked by the Joint Board. Any variation to or revocation of the standing orders will be effective on the first working day after the conclusion of the meeting of the Joint Board at which it was approved.
- 3.2 These Standing Orders may be suspended by the Joint Board in respect of any contract on receiving a joint recommendation from the Assessor and the Clerk that there are special circumstances justifying such suspension and that it is in the interests and within the powers of the Joint Board to do so.

4. FINANCIAL PROVISIONS

- 4.1 No tender shall be invited or offer made or accepted unless appropriate financial provisions have been made and approved by the Joint Board or

funding is being provided by a third party which has been approved by the Joint Board.

5. EQUALITIES AND PREVENTION OF DISCRIMINATION

- 5.1 All tenderers must be asked to produce their equal opportunities policy when submitting their tenders.
- 5.2 Before entering into a contract, the Assessor shall obtain from the contractor an assurance in writing that, to the best of the contractor's knowledge and belief, the contractor has complied with all statutory requirements under the Equality Act 2010 and all previous legislation, regulations and statutory guidance relating to equality matters.
- 5.3 All contracts entered into by the Joint Board shall contain a condition obliging the contractor to comply with all duties arising from the Equality Act 2010.

6. FORM OF CONTRACT

- 6.1 Except in circumstances considered appropriate by the Assessor with the prior approval of the Clerk, every contract shall be in writing, shall be signed by the Clerk or other officer designated by the Joint Board for the purpose and shall be subject to the Laws of Scotland.
- 6.2 Specifications, Conditions of Contract, Bills of Quantities or description of works in respect of all contracts shall be prepared by the Assessor or on the Joint Board's behalf by any other party properly appointed by the Assessor.
- 6.3 The Assessor may also make use of Contract Documents prepared by Scotland Excel; the Scottish Government; the Crown Commercial Service, or any other agency of the UK government; Scottish Centres of Procurement Expertise; local authorities; and other collaborative bodies where the Joint Board is eligible to use these Contract Documents and is permitted by those bodies to do so. It is the Assessor's responsibility to ensure that the Joint Board is eligible to use the Contract Documents and that these are suitable for the contract.
- 6.4 All tender documents must clearly state that the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004 apply to all contracts arranged by or on behalf of the Joint Board. This is to ensure that contractors are aware that the Joint Board or any of the Councils may be required, as a matter of law, to release information to third parties that the contractor may wish to be treated as confidential.

7 VALUING THE CONTRACT

- 7.1 The values stated in the standing orders are the total estimated value of the contract concerned and not the estimated annual value of the contract.

Where it is likely that a supply of goods or services will be required on a continuing basis over a number of years, for example with maintenance contracts, the Assessor shall take into account the anticipated duration of the continuing supply when estimating the value of the contract for the purposes of these standing orders.

- 7.2 It is not permitted to deliberately divide any procurement exercise or disposal into two or more contracts if the intent in doing so is to avoid the application of any financial thresholds in the standing orders, the EU Procurement Rules or the Procurement Reform Rules.
- 7.3 For the avoidance of doubt, the values stated are exclusive of any Value Added Tax that may be levied.

8 GENERAL POWERS AND DUTIES OF THE ASSESSOR

- 8.1 The Assessor in consultation with the Clerk may approve guidance notes on tendering procedures for any contract or type of contract let by or on behalf of the Joint Board. Any such guidance notes once approved shall form part of these standing orders and shall be complied with.
- 8.2 The Assessor may delegate by prior notice in writing any of his rights or obligations under these standing orders to the Clerk, the Treasurer or any Director of Renfrewshire Council as servicing and contracting authority.
- 8.3 Where a contract is subject to the EU Procurement Rules, the Assessor shall ensure that consideration is given to whether the contract should be divided into lots. Where it is decided not to divide the contract into lots, the main reasons for that decision shall be indicated in the Contract Documents.
- 8.4 For every contract, the Assessor shall ensure that consideration is given to whether community benefit requirements should be included in accordance with the Procurement Reform Rules and current Joint Board policy.

9. EXEMPTIONS

- 9.1 Subject to standing order 1, there shall be exempted from the provisions of these standing orders all contracts for the supply (or disposal by sale) of goods or materials, for the provision of services or for the execution of works where:-
- (a) the Joint Board is satisfied that there are special circumstances justifying exempting the contract from standing orders or any part of them.
 - (b) The total estimated value is less than £50,000. Where the total estimated value of a proposed contract falls below £50,000 the contract shall be let in accordance with Renfrewshire Council's Guidance on "Contracts with a Value of Less Than £50,000".

- (c) In the opinion of the Assessor, action is urgently required to prevent danger to life, serious risk to health or damage to property. In such circumstances a report will be submitted to the appropriate Joint Board at the first available subsequent meeting detailing both the circumstances justifying use of this exemption and the action taken. For the avoidance of doubt, when using this exemption, the Assessor shall ensure that any relevant requirements of the Treaty Principles, the EU Procurement Rules and the Procurement Reform Rules are complied with.
- (d) Tenders are to be invited on behalf of any consortium, or similar body, of which the Joint Board is a member, in accordance with any method adopted by such a body, except where specific provision has been made for the application of these standing orders or any part of them to a particular consortium. However, in the event that the Joint Board's financial contribution to a consortium or similar body is in excess of the exemption limit in standing order 9.1 (b) and the contract is not being let by a local authority or any other Joint Board in terms of its own standing orders relating to Contracts, the use of this exemption requires the prior approval of the Joint Board.
- (e) It is a contract of employment. However, this exemption does not apply to contracts with employment agencies for the supply of staff.
- (f) The contract relates to the transfer, acquisition or disposal of an interest in heritable property including a licence to occupy or use heritable property.
- (g) Where the contract relates to the appointment of junior or senior counsel or solicitors to act as the Joint Board's Edinburgh agents. However any such contract must be let in accordance with any relevant requirements of the Procurement Reform Rules.
- (h) Subject to any financial limits contained in the Joint Board's Scheme of Delegated Functions and/or Financial Regulations, where in the Assessor's opinion it is essential that the contract is entered into for the settlement of any claim or litigation raised by or against the Joint Board; such matter to be reported to the next meeting of the Joint Board.
- (i) The Contract is being funded by money provided by Central Government or a public body (including funds from the National Lottery) and the award of that money to the Joint Board is subject to such conditions that make it impractical for the Joint Board to comply with these standing orders in letting the Contract. However, in such circumstances, any relevant requirements of the Treaty Principles, the EU Procurement Rules and the Procurement Reform Rules shall be complied with and the Assessor shall submit a report to the Joint Board in advance of the Contract award explaining the procedure to be used and why these standing orders could not be complied with.

- 9.2 These standing orders apply to contracts for Social and other Specific Services and contracts for Health or Social Care Services unless varied by the special arrangements set out in Schedule 2.

10. PUBLICITY FOR TENDERS AND CONTRACTS

- 10.1 The Joint Board is under a duty to ensure that each contract it intends to award is given a degree of advertising which is sufficient to enable open competition and to meet the requirements of the principles of equal treatment, non discrimination and transparency. Contracts that are subject to the EU Procurement Rules must comply with the provisions relating to advertising of contracts in these Rules. For all other contracts the Joint Board must put in place procedures to meet its obligations with regard to advertising those contracts. Accordingly the following procedures shall apply :-
- a) The obligation to advertise tendering opportunities for contracts in terms of this standing order applies only to contracts for supplies or services with a value of £50,000 or more and to contracts for works with a value of £181,302 or more.
 - b) Joint Board contracts to which standing order 10.1 a) applies shall be advertised using the Public Contracts Scotland portal.
 - c) In addition to advertising on the portal referred to in standing order 10.1 b), the Assessor may choose to advertise the contract in any other way such as in trade journals or newspapers.
- 10.2 This standing order does not apply where an exemption under contract standing order 9 applies; or use can be made of the Negotiated Procedure without Prior Publication of a Notice under standing order 14 ; or the contract is for Social and Other Specific Services or for Health or Social Care Services and one to which Schedule 2 applies.

11. PROCEDURES

- 11.1 Where the estimated value of any contract is likely to equal or exceed the thresholds for the application of the EU Procurement Rules, the Assessor will determine whether the EU Procurement Rules apply and ensure that the various requirements of the EU Procurement Rules and the Treaty Principles are followed.
- 11.2 Where it is established that the EU Procurement Rules apply to any contract, the Assessor will be responsible for determining the appropriate procedure to be followed in terms of those Rules and shall ensure that the contract is advertised, tendered, evaluated and awarded in compliance with those Rules. The tendering procedures under the Rules are not set out in these standing orders. The procedures in standing orders 12 to 18 inclusive may only be used where the Joint Board is not required to use the equivalent procedures in the EU Procurement Rules.

11.3 Any contract that is not required to follow a procedure set out in the EU Procurement Rules must be let in accordance with one of the procedures set out in these standing orders and must comply with any guidance issued by the HOPAC.

11.4 E-procurement in terms of standing order 21 shall be used for all contracts let by the Joint Board unless there are valid and substantial reasons for not doing so.

12 RESTRICTED PROCEDURE

12.1 In accordance with the agreed Contract Strategy Document, the Assessor may approve the use of the restricted procedure which shall be conducted in accordance with this standing order.

12.2 Where the Assessor approves the use of the restricted procedure, a notice shall be issued on the Public Contracts website. In addition the Assessor may also publicise the contract more widely including placing the notice in one or more national newspapers circulating within Renfrewshire inviting contractors to apply to be selected to tender.

12.3 The notice must contain the same information as would be required under the EU Procurement Rules.

12.4 All applicants responding to the notice issued in terms of standing order 12.2 shall be required to provide a completed ESPD by the date and time stated in the notice. This date and time shall be determined by the Assessor taking into account factors such as the complexity of the subject matter of the contract and the time needed to prepare the ESPD.

12.5 At the same time as a notice is issued in terms of standing order 12.2, the Assessor shall make the relevant Contract Documents available electronically.

12.6 No contractor may be invited to tender unless they have successfully complied with the technical and financial checks in standing order 24 and have met the criteria to be invited to tender set out in the notice and Contract Documents.

12.7 The Assessor must select a sufficient number of applicants to be invited to tender to ensure genuine competition which must not in any event be fewer than five. Where fewer than five applicants express an interest, all those applicants meeting the minimum evaluation criteria, must be invited to tender.

12.8 The Assessor shall send invitations to tender simultaneously to each applicant selected to tender for a contract and the invitation to tender shall be accompanied by a link to the Contract Documents which shall have been made available under standing order 12.5.

- 12.9 The invitation to tender shall also include the final date and time for the receipt of tenders by the Council- and the criteria to be used in evaluating the tenders.

13. OPEN PROCEDURE

- 13.1 In accordance with the agreed Contract Strategy Document, the Assessor may approve the use of the open procedure which shall be conducted in accordance with this standing order.
- 13.2 Where the Assessor approves the use of the open procedure, the Assessor shall issue a notice on the Public Contracts website. In addition, the Assessor may also publicise the contract more widely including placing a notice in one or more newspapers circulating within Renfrewshire.
- 13.3 The notice must contain the same information as would be required under the EU Procurement Rules.
- 13.4 The date and time stated in the notice by which tenders must be received must be no sooner than 5 working days from the date the notice is published.
- 13.5 At the same time as a notice is issued in terms of standing order 13.2, the Assessor shall make the relevant Contract Documents available electronically.

14. NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION OF A NOTICE

- 14.1 The negotiated procedure without prior publication of a notice is only available in very limited circumstances and shall only be used where it is identified as the appropriate procedure in the Contract Strategy Document.
- 14.2 The negotiated procedure without prior publication of a notice may only be used with the prior written approval of the Assessor and the Contract Strategy Document shall include a full explanation as to why the Assessor considered it to be appropriate to use that procedure.
- 14.3 Where the EU Procurement Rules do not apply, the negotiated procedure without prior publication of a notice may only be used in the circumstances stated in the Procurement Reform Rules (Regulation 6 of the Procurement (Scotland) Regulations 2016).
- 14.4 Where the EU Procurement Rules apply, the negotiated procedure without prior publication of a notice may only be used on any grounds specified in those Rules.
- 14.5 For the purposes of these standing orders the negotiated procedure without prior publication of a notice means the direct negotiations with a single contractor without competition or further competition with a view to awarding the contract to that contractor or extending an existing contract.

- 14.6 Where the negotiated procedure without prior publication of a notice has been used and the estimated value of the proposed contract is £50,000 or more but does not exceed the Threshold the contract shall be awarded on behalf of the Council by the CPU on the prior approval of the Assessor.
- 14.7 Where the negotiated procedure without prior publication of a notice has been used and the estimated value of the proposed contract exceeds the Threshold, the contract shall be awarded on behalf of the Council by the Head of Corporate Governance on the prior authority of the Finance, Resources and Customer Services Policy Board.
- 14.8 In all cases where the negotiated procedure without prior publication of a notice is used, a full written record of all contacts, discussions and communications with prospective contractors shall be kept by the Assessor.
- 14.9 A minimum of two Council officers, at least one of whom must be from the CPU and of at least Senior Procurement Specialist grade, must be present at all times during any discussions with prospective contractors.
- 14.10 The Assessor must ensure that records of all discussions with prospective contractors are signed as such by all participants.
- 14.11 The Treaty Principles will be observed at all times during the negotiations.

15 COMPETITIVE PROCEDURE WITH NEGOTIATION

- 15.1 The Assessor may choose to use the competitive procedure with negotiation where, in the Assessor's view, the restricted and open procedures in these standing orders are not appropriate for a contract.
- 15.2 The competitive procedure with negotiation may only be used on one of the following grounds:
- (a) Where the needs of the Council cannot be met without adaptation of readily available solutions;
 - (b) Where the contract includes design or innovative solutions;
 - (c) Where the requirement is complex in nature, in its legal and financial make-up or because of its risks;
 - (d) Where the technical specifications cannot be established with sufficient precision; or
 - (e) Where unacceptable or irregular tenders have been received following a restricted or open procedure.
- 15.3 The Assessor shall ensure that the justification for use of the competitive procedure with negotiation is recorded in the Contract Strategy Document.

- 15.4 Where the Assessor elects to use the competitive procedure with negotiation, the rules for such a procedure set out in the EU Procurement Rules shall be followed. However, where the EU Procurement Rules would not otherwise apply to the contract, the Assessor shall determine the timescales that are to apply to the procedure taking into account factors such as the complexity of the subject matter of the contract.
- 15.5 In all cases where the competitive procedure with negotiation is used, a full written record of all contacts, discussions and communications with tenderers shall be kept by the Assessor.
- 15.6 A minimum of two Council officers, at least one of whom must be from the CPU and of at least Senior Procurement Specialist grade, must be present at all times during any discussions with tenderers.
- 15.7 The Assessor must ensure that records of all discussions with tenderers are signed as such by all participants.
- 15.8 The Treaty Principles will be observed at all times during the negotiations.

16. COMPETITIVE DIALOGUE PROCEDURE

- 16.1 The Assessor may choose to use the competitive dialogue procedure where, in the Assessor's view, the restricted and open procedures in these standing orders are not appropriate for a contract.
- 16.2 The competitive dialogue procedure may only be used on one of the grounds set out in standing order 15.2.
- 16.3 The Assessor shall ensure that the justification for use of the competitive dialogue is recorded in the Contract Strategy Document.
- 16.4 Where the Assessor elects to use the competitive dialogue procedure the rules for such a procedure set out in the EU Procurement Rules shall be followed. However, where the EU Procurement Rules would not otherwise apply to the contract, the Assessor shall determine the timescales that are to apply to the procedure taking into account factors such as the complexity of the subject matter of the contract.
- 16.5 In all cases where the competitive dialogue procedure is used, a full written record of all contacts, discussions and communications with tenderers shall be kept by the Assessor.
- 16.6 A minimum of two Council officers, at least one of whom must be from the CPU and of at least Senior Procurement Officer grade, must be present at all times during any discussions with tenderers.
- 16.7 The Assessor must ensure that records of all discussions with tenderers are kept and these must be signed as such by all participants.

- 16.8 The Treaty Principles will be observed at all times during the competitive dialogue.

17 INNOVATION PARTNERSHIPS

- 17.1 The Assessor may choose to use the innovation partnership procedure where, in the Assessor's view, there is a need for innovative works, products or service which cannot be met by solutions already available on the market.
- 17.2 The aim of the innovation partnership will be the development of the required innovative works, products, or services and the subsequent purchase of the resulting works, supplies, or services.
- 17.3 The estimated value of the works, supplies or services must not be disproportionate in relation to the investment required for their development.
- 17.4 Where the Assessor elects to use the innovation partnership procedure, the rules for such a procedure set out in the EU Procurement Rules shall be followed. However, where the EU Procurement Rules would not otherwise apply to the contract, the Assessor shall determine the timescales that are to apply to the procedure taking into account factors such as the complexity of the subject matter of the contract.

18 QUICK QUOTES

- 18.1 Where a contract is for works, and the estimated value is below the Threshold, the Assessor may elect to use the quick quote procedure.
- 18.2 The procedures to be followed shall be in accordance with any guidance issued by the HOPAC.

19 EXTENSIONS TO EXISTING CONTRACTS

- 19.1 Where the Assessor considers that an existing contract should be extended and the option to extend is given to the Council in terms of the contract, the Assessor may authorise the exercise of that option on behalf of the Council provided that the value stated in the report under which approval to award the contract was granted was the estimated total value of the entire contract including any period of extension.
- 19.2 Where the contract does not make provision for the extension of the contract, the Assessor shall not extend that contract. However, a new contract may be entered into if the use of the negotiated procedure without prior publication of a notice can be justified in terms of these standing orders in which case the procedure set out in standing order 14 shall be followed.
- 19.3 For the purposes of standing orders 19.1 and 19.2, an extension of a contract includes the option to increase the amount of supplies, services or works acquired under the contract as well as the option to increase the duration of the contract.

- 19.4 Where in terms of standing order 19.1 and 19.2, the contract does not make provision for the extension of the contract and the initial contract was not let in accordance with the EU Procurement Rules, the total value of the contract including the value of any extension shall not exceed the Threshold.

20 INDICATIVE TOTAL VALUES OF CONTRACTS

- 20.1 Where a contract has been advertised in accordance with the EU Procurement Rules and it becomes apparent to the Assessor that the indicative total value of the contract as previously reported to the Joint Board is likely to be exceeded, the Assessor shall ensure that a report on the matter is submitted to the next meeting of the Joint Board recommending what action requires to be taken.
- 20.2 Where a contract has not been advertised under the EU Procurement Rules and the increase in the value of the contract is such that the EU Threshold is likely to be exceeded, no further orders shall be made under the contract and the Assessor shall ensure that a report on the matter is submitted to the next meeting of the Joint Board recommending what action requires to be taken.
- 20.3 The Assessor shall ensure that a condition is inserted in any such contract to the effect that the indicative total value of the contract cannot be exceeded without the approval of the Joint Board.

21. E-PROCUREMENT

- 21.1 This standing order shall apply to any tendering procedure (including for the avoidance of doubt a mini-competition under a framework agreement) or contract entered into using electronic means.
- 21.2 Unless, in exceptional circumstances, the Assessor has agreed otherwise, a tendering exercise or a negotiated procedure shall be conducted using electronic means ("e-procurement").
- 21.3 The Assessor 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.
- 21.4 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 approved electronic tender system.
- 21.5 The Assessor shall ensure that each tender is kept unopened in a single secure electronic mailbox that cannot be opened before the deadline for the receipt of tenders.

- 21.6 The Assessor 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.
- 21.7 The Assessor shall ensure that for each procurement exercise the system used shall keep and, if required, produce a record showing the time and date of receipt of all tenders.
- 21.8 This standing order shall also apply to the receipt and custody of tenders for sub-contracts let using electronic means to be performed by nominated sub-contractors.
- 21.9 The system used must not allow late tenders or any tenders sent to the wrong address to be received.
- 21.10 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.
- 21.11 Any questions as to whether a tender is late shall be determined by the Assessor.
- 21.12 The Assessor shall extend the deadline for submission of tenders:
- (i) Where additional relevant information, although requested by a potential tenderer in good time, is not supplied at least six days before the deadline; or
 - (ii) Where significant changes are made to the Contract Documents.
- 21.13 The Assessor may also elect to extend the deadline for submission of tenders where it is considered appropriate to do so.
- 21.14 Where the deadline for submission of tenders is extended by the Assessor in terms of standing orders 21.12 or 21.13 the Assessor 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.

22 OPENING OF TENDERS

- 22.1 All tenders for a procurement exercise shall be opened immediately one after the other during one session.
- 22.2 The Assessor is responsible for arranging the opening, ensuring at least two officers of the Joint Board or of the CPU, at least one such officer at a level not lower than salary grade K, shall be present when the tenders for each contract are opened.

- 22.3 The Assessor shall keep a record showing the particulars of each tender received; the date and time the tenders were opened; and who was present when the tenders were opened. The officers present shall complete and sign the record to show who opened the tenders and who witnessed the process.

23 ELECTRONIC AUCTIONS

- 23.1 For the purpose of these standing orders, the expression “electronic auctions” means: - A repetitive process involving an electronic device for the presentation of new prices, revised downwards, and/or new values concerning certain elements of tenders, which occurs after an initial full evaluation of the tenders, enabling them to be ranked using automatic evaluation methods.
- 23.2 The Assessor may authorise the carrying out of an electronic auction where satisfied that it is in the interests of the Joint Board to do so and that the electronic auction is in accordance with the EU Procurement Rules.
- 23.3 The Assessor may only authorise the carrying out of an electronic auction where satisfied that the likely benefit of an electronic auction will outweigh the costs of undertaking the electronic auction.
- 23.4 An electronic auction may only be carried out where the possibility of the use of an electronic auction has been stated in the Contract Documents issued to contractors and where EU Procurement Rules apply, in the contract notice published in OJEU.
- 23.5 For the avoidance of doubt, an electronic auction may be used where previous stages of a tendering procedure have not been undertaken using electronic means.
- 23.6 Before proceeding with an electronic auction, the Assessor shall make a full initial evaluation of the tenders in accordance with the award criteria set and with the weighting fixed for them. All tenderers who have submitted admissible tenders shall be invited simultaneously by electronic means to submit new prices and/or new values.
- 23.7 Throughout each phase of an electronic auction the Assessor shall instantaneously communicate to all tenderers involved at least sufficient information to enable them to ascertain their relative rankings at any moment. The Assessor may also, at any time, announce the number of participants in that electronic auction. In no case, however, may the Assessor disclose the identities of the tenderers during any phase of an electronic auction.
- 23.8 Prior to the commencement of any electronic auction, the Assessor shall intimate to all tenderers involved the date and time fixed for the carrying out of the electronic auction and the proposed duration of the electronic auction together with any proposals for the extension of the duration of the electronic auction.

- 23.9 Any electronic auction will be subject to such additional procedural requirements as the Assessor considers necessary.

24. TECHNICAL & FINANCIAL CHECKS

- 24.1 No tenderer may be awarded a contract for the supply of goods, materials or services or the execution of works unless a satisfactory review of the proposed contractor has been carried out by the Assessor concerned as to:-
- (a) the technical capability of the tenderer; and
 - (b) in conjunction with the Treasurer, the financial standing of the tenderer.
- 24.2 The financial standing of proposed contractors shall be assessed using the most up to date Financial Appraisal Guidelines approved by Renfrewshire Council's Director of Finance and Resources.
- 24.3 It shall not be necessary to review the financial standing of proposed contractors where :-
- (a) the estimated aggregate value of the contract and all other contracts between the Joint Board and the contractor is £100,000 or below; or
 - (b) it has been reviewed in the preceding 12 months from the date of invitation to tender.
- 24.4 Assessment of a tenderer's technical capacity shall include a determination by the Assessor as to whether:
- (a) the tenderer meets the selection criteria; and
 - (b) any exclusion grounds under the Procurement Reform Rules, or where appropriate the EU Procurement Rules, apply to the tenderer.
- 24.5 The assessment under standing order 24.4 shall be based initially on the ESPD submitted by the tenderer but, at any moment during the procedure, the Assessor may require the tenderer to submit all or any of the supporting documents where the Assessor considers this is necessary to ensure the proper conduct of the procedure.
- 24.6 Where a procedure requires a shortlist of participants to be prepared, before a participant may be included on the shortlist the Assessor shall:-
- (a) verify that the participant whom he intends to shortlist meets all relevant criteria; and

- (b) require the participant to submit such means of proof and supporting documents that the Assessor considers to be necessary.
- 24.7 Before preparing any report to seek approval to award a contract, except a contract which is a direct award under a framework, the Assessor shall:-
 - (a) verify that the participant who is the proposed contractor meets all relevant criteria; and
 - (b) require the participant who is the proposed contractor to submit such means of proof and supporting documents that the Director considers to be necessary.
- 24.8 Where the Assessor is unable to verify that a participant meets all the relevant criteria, or where a participant fails to submit such means of proof as required by the Assessor in terms of this standing order, the participant shall be excluded from the procedure.
- 24.9 The Assessor shall keep a record showing the results of each check of the technical capacity and financial standing of proposed contractors.
- 25. **CHECKING OF TENDERS AND POST TENDER NEGOTIATIONS**
- 25.1 All tenders shall be subject to checking by the Assessor who shall thereupon prepare and submit a written report in respect of all the tenders received in a form suitable for submission to the Joint Board where necessary in terms of these standing orders and containing a specific recommendation as to the acceptance or otherwise of each tender and the reasons therefor.
- 25.2 Where the Assessor considers that a tender may be abnormally low, the procedures in the EU Procurement Rules shall be followed.
- 25.3 Between the last date and time for the receipt of tenders and the date on which a decision is taken as to which, if any, tender is to be accepted the Assessor may instruct members of staff or consultants to enter into post tender negotiations. Post tender negotiations shall only be used in circumstances where the Assessor has identified a tenderer who has submitted the best price or the most economically advantageous tender to the Joint Board and where Assessor is satisfied that there is scope for improvement in the offer received and that such negotiations will be in the best interests of securing value for money or improved terms and conditions for the Joint Board. Post tender negotiations may only be used with that tenderer so identified. The post tender negotiations shall not be used to put other tenderers at a disadvantage or to distort competition.
- 25.4 Where it is considered possible that post tender negotiations might apply, a clear indication will be given to prospective contractors in the instructions to tenderers that post tender negotiations might be considered.

- 25.5 Between the last date and time for the receipt of tenders and the date on which a decision is taken as to which, if any, tender is to be accepted, the appropriate Assessor may instruct members of the Joint Board's staff or consultants to contact a tenderer in respect of any contract in cases where such contact may be necessary to validate or clarify the terms of the tender or to effect any necessary adjustments but for no other purpose.
- 25.6 Notwithstanding the other terms of this standing order, where examination of the tenders reveals obvious errors or discrepancies which would affect the tender figures, these errors will be dealt with in the following manner:-
- (a) Any arithmetical errors will be rectified by the appropriate officer checking the tenders and the amount of tender shall be held to be the amount of the documents so rectified and the tenderers informed in writing of the corrected amount.
 - (b) Where there is an obvious and genuine error in rates occurring, the tenderers will be given the opportunity of confirming or withdrawing. This procedure must be undertaken in writing.
- 25.7 A full written record shall be kept by the Assessor of all contracts where post tender negotiations have been used and the written record will be retained with the original tender. The written record will include the justification for authorising post tender negotiations, the nature of the negotiations undertaken and the outcome of such negotiations.

26. ACCEPTANCE AND GIVING REASONS FOR DECISIONS

- 26.1 Where the Joint Board wishes to award a contract following a tendering exercise involving more than one tenderer, the Joint Board shall award the contract to the tenderer that has submitted the most economically advantageous tender based on an evaluation by the Assessor of the criteria set out in the Contract Documents.
- 26.2 The Assessor shall in relation to any contract awarded following the evaluation of criteria set out in the Contract Documents, keep a written record showing the assessment of each valid tender against those criteria. The written record shall demonstrate why the successful tender was evaluated as being the most economically advantageous.
- 26.3 In the case of contracts where the value exceeds £50,000 but does not exceed the EU Threshold the tender shall be accepted on behalf of the Joint Board by the Assessor; provided that where the Assessor accepts a tender in such circumstances the Assessor shall as soon as reasonably practicable thereafter prepare and submit a report to the Joint Board naming the successful tenderer and detailing the value of the tenders submitted.
- 26.4 In respect of contracts where the estimated value exceeds the EU Threshold the successful tenders shall be accepted on behalf of the Joint

Board by the Assessor on the prior authority of the Joint Board.

- 26.5 The Assessor may terminate any tendering or negotiated procedure at any time up to the award of the contract in any circumstances where the Assessor believes that justification exists for that course of action. Where a decision to terminate a tendering or negotiated procedure is taken all tenderers shall be informed in writing of the decision by the Assessor as soon as reasonably practicable.
- 26.6 In accordance with the Procurement Reform Rules, where a participant is excluded from a procedure at any stage before submitting a tender, the Assessor shall notify the participant in writing and provide reasons as soon as reasonably practicable.
- 26.7 All tenderers shall be informed in writing by the Assessor of the success or otherwise of their tender as soon as is reasonably practicable after the approval of the successful tender.
- 26.8 Where the EU Procurement Rules apply and authority has been granted for the acceptance of the successful tenders, no tender shall be accepted until the date when the mandatory standstill period in terms of those Rules has expired and the Assessor is satisfied that no valid challenge has been received to the contract award decision.

The mandatory standstill period is a period of at least 10 calendar days between the date of dispatch of the letters issued in accordance with the EU Procurement Rules and under standing order 26.7 and the date when it is proposed to enter into the contract.

- 26.9 Where, during the mandatory standstill period referred to in standing order 26.8a a valid challenge is made to the contract award decision, the Assessor shall prepare a report for the next meeting of the relevant Board setting out the nature of the challenge made and an explanation as to why the challenge is valid. The report shall also make a recommendation regarding the award of the contract or if the contract cannot be awarded, what further procedure, if any, is required.
- 26.10 This standing order shall also apply to any contracts initiated by a call-off from a framework agreement. However, where, and to the extent that, the Assessor considers it appropriate, prior board approval for such contracts may be requested at the same time that the establishment of, or participation in, the framework agreement is being recommended to the Joint Board.
- 26.11 The Assessor shall keep and maintain a register of all contracts that are not exempt from these standing orders. As soon as is reasonably practicable after the issue of a letter under standing order 26.7 above, the Assessor shall enter the following information into the register: -

the name and reference number of the tender;
the name and contact details of the successful tenderer;
the commencement and expiry dates of the contract;

the estimated value of the contract;
the name and contact details of the contract manager.

26.12 Where the estimated value of a contract exceeds the EU Threshold, no tenders shall be accepted unless.

- a) The Assessor satisfied as to the financial standing of the tenderer.
- b) In the case of contracts whose value exceeds £100,000 the Assessor and the Treasurer respectively are satisfied as to the financial standing of the tenderer; and
- c) The full costs of the contract have received the approval of the Joint Board.

26.13 Where the acceptance of any contract to which these standing orders apply will result in payment by instalments under, for example, a rental, leasing or maintenance agreement no such contract may be accepted unless the agreement has been approved by the Treasurer and where necessary after consultation with the Joint Board's legal advisers.

26.14 All tender reports to the Joint Board shall contain a confirmation from the Assessor that these standing orders have been properly observed and shall comply with the Tender Report Format in Schedule 3.

27. NOMINATION OF SUB-CONTRACTOR

27.1 Where a contract provides for the nomination of a sub-contractor, the appointment of a nominated sub-contractor shall comply with these standing orders.

28. FRAMEWORK AGREEMENTS

28.1 Where the Assessor wishes to establish a Framework Agreement ("Framework") to provide for agreement on the terms for future contracts for the purchase by the Joint Board of goods, services and works, the following requirements shall be complied with:-

- (a) Where the EU Procurement Rules apply, the Assessor shall establish the Framework in accordance with those Rules.
- (b) In all other circumstances:-
 - i. The suppliers to be invited to tender will be selected from those who have responded to a notice.
 - ii. The notice shall be published in accordance with standing order 10.
 - iii. The notice shall mention:-

- A) that the Joint Board wishes to establish a Framework;
 - B) a description of the goods, service or works which are to be purchased under the Framework;
 - C) a period being not less than 10 days from the date of publication of the Notice, within which prospective participants may apply to be sent the tender documents; and
 - D) a closing date for expressions of interest to be submitted to the Joint Board.
- iv. at least five suppliers shall be invited to tender. If fewer than five tenderers apply to participate in the Framework, all of those tenderers meeting the selection criteria shall be invited to tender.
- (c) Where a Framework is to be established, the Contract Documents must contain the procedures to be used for the award of contracts.
- (d) The establishment of the Framework shall comply with standing order 26.
- 28.2 Where a Framework has been established in accordance with standing order 28.1 the Assessor may award a contract under the Framework without being required to seek further competition amongst the contractors on the Framework. However, the contract must be awarded in accordance with the terms and procedures for award of contracts laid down in the Framework and in compliance with standing order 26.
- 28.3 Where a Framework has been established but it does not lay down all of the terms of a proposed contract including, for example, where a new item can legitimately be added to the Framework, the Assessor shall hold a mini competition procedure under the Framework in accordance with standing order 28.4 below.
- 28.4 Any mini-competition procedure in terms of standing order 28.3 shall be conducted in accordance with the procedures laid down in the Framework and the following: -
- a) every contractor on the Framework capable of performing the contract shall be issued with an invitation to take part in the mini competition. All invitations shall be issued at the same time.
 - b) the invitations shall specify the closing date and time for submission of tenders under the mini competition procedure. The time limit fixed for the return of the bids shall take into account factors such as the complexity of the subject matter of the contract and the time needed to prepare a tender, but, in any event, shall be not less than 4 working days from the date the invitations are issued

- c) each tender shall be kept confidential until the expiry of the time limit for the receipt of tenders;
 - d) any award of contract shall be made to the contractor or contractors who submitted the best tender or tenders on the basis of the award criteria specified in the Contract Documents based on the Framework documents; and
 - e) any award of contract following a mini competition procedure shall comply with standing order 26.
- 28.5 The Assessor may elect to enter into contracts (whether through a call-off or by the acceptance of a tender following a mini-competition) under an existing Framework that has been properly constituted by Scotland Excel; the Scottish Government; the Crown Commercial Service, or any other agency of the UK government; Scottish Centres of Procurement Expertise; local authorities; and other collaborative bodies. Any such contracts must be entered into in accordance with the conditions applicable to the relevant Framework and in compliance with standing order 26.
- 28.6 Where a Regulated Contract is awarded following a call-off or mini-competition under a Framework, the Assessor shall publish an award notice on the Public Contracts Scotland website.
- 28.7 Where, in order to participate in an existing Framework of the type described in standing order 28.5 above, the Joint Board is required to enter into a participation agreement or other similar agreement regulating the use of the Framework by the Council, the Assessor shall have the authority to enter into the agreement on behalf of the Joint Board.
- 28.8 Standing order 28.7 shall not apply where any fees or charges are payable by the Joint Board to enable participation in an existing Framework of the type described in standing order 28.5 above. In such circumstances, prior approval of the Joint Board is required before any participation agreement, or other similar agreement, may be entered into.
- 28.9 In all cases where a participation agreement, or other similar agreement, has been entered into, this shall be reported by the Assessor to the Joint Board as soon as practicable.

29 **DYNAMIC PURCHASING SYSTEMS**

- 29.1 The Assessor may elect to establish and use a Dynamic Purchasing System (“DPS”) if satisfied that:
- (a) it is in the interests of the Joint Board to do so;
 - (b) the DPS will only be used for commonly used purchases the characteristics of which, as generally available on the open market, meet the Joint Board’s requirements; and

- (c) the costs of the DPS will not outweigh the likely benefits of using the DPS.

- 29.2 Any DPS established under this standing order shall be operated as a completely electronic process and, throughout its period of validity, shall be open for the admission of any suppliers who meet the selection criteria set by the Assessor.
- 29.3 Where the Assessor elects to establish and use a DPS, the rules for such a procedure set out in the EU Procurement Rules shall be followed.

30. CONCESSIONS

- 30.1 Where the Joint Board intends to grant a services concession contract or a works concession contract ("concession"), the Assessor shall be responsible for determining a best estimate of the financial value of the concession which shall be in accordance with the EU Procurement Rules, if applicable.
- 30.2 Based on the best estimate of the financial value of the concession, the Assessor shall determine the procedures that require to be followed in terms of these standing orders and, where applicable, the EU Procurement Rules.

31. DESIGN CONTESTS

- 31.1 Where the Assessor considers it appropriate to do so he may hold a Design Contest, which shall be a competitive procedure in which the Assessor invites the entry of plans and designs under predetermined rules under which the successful entry selected in terms of those rules is awarded a contract.
- 31.2 Where a Design Contest is to be held, a notice shall be published in accordance with standing order 10 and in addition may be placed in one or more national newspapers circulating in the Renfrewshire, East Renfrewshire and Inverclyde areas and also in such Trade Journals as the Assessor may consider necessary. The Notice shall state:-
 - (a) that a Design Contest is being held;
 - (b) a description of the project;
 - (c) the place where a prospective competitor may obtain a copy of the rules; and
 - (d) the date not less than 14 days from the date of the publication of the notice by which the prospective competitor must intimate, in writing, their interest in being involved in the contest.
- 31.3 After the expiry of the period specified in the notice, invitations to tender shall be sent to at least three persons selected by the Assessor. If fewer

than three persons have applied and are considered suitable by the Assessor, then invitations to tender shall be sent to all suitable persons. Where only one suitable applicant has applied, the Assessor shall decide either to abandon the contest or to negotiate with the sole suitable applicant for the award of the contract using the negotiated procedure in standing order 14.

31.4 The prior approval of the Joint Board is required before a Design Contest in terms of this standing order is commenced.

31.5 For the purposes of these standing orders a Design Contest means a competition in which the Joint Board:-

- (a) invites the entry of plans and designs;
- (b) establishes rules for the competition under which the plans or designs will be judged by a jury;
- (c) may award prizes; and
- (d) is enabled to acquire the use or ownership of plans or designs selected by the jury.

32. DISPOSAL OF SURPLUS OR SCRAP MATERIALS

32.1 These standing orders shall apply to the making of contracts for the disposal by the Joint Board of surplus or scrap materials and equipment; provided that where the Assessor considers it appropriate to do so for such contracts with a value of less than £50,000 the Assessor may adopt any appropriate method of disposal.

33. SPECIFICATION OF STANDARDS

33.1 Where there is a recognised British, European or International Standard applicable to any contract which is current at the date of tender, the tender document shall require that the goods, materials or services to be used or supplied and all workmanship shall at least meet the requirement of that standard.

34. ASSIGNATION, SUB-CONTRACTING, TERMINATION AND MODIFICATION

34.1 In every contract there shall be included a provision whereby the contractor shall be prohibited from transferring or assigning to any person or persons whatever, any portion of the contract without the prior written consent of the Joint Board. Where the value of the contract does not exceed £50,000, the Assessor may give the required consent. Where the value of the contract exceeds £50,000 but does not exceed The EU Threshold, the Assessor may give the required consent provided that as soon as practicable thereafter the Assessor shall prepare and submit a report to the Joint Board identifying the contract and naming the original contractor and the contractor to whom the

contract has been assigned. Where the value of the contract exceeds the EU Threshold, the Assessor may give the required consent but only with the prior approval of the Joint Board.

- 34.2 The sub-contracting of any part of the contract except to the extent permitted in writing by the Assessor shall be prohibited.
- 34.3 The Assessor may exercise any power on behalf of the Joint Board to terminate any contract or part of a contract or to terminate the Joint Board's participation in a Framework Agreement or to agree to vary or amend the terms of any contract subject to the Assessor being satisfied that it is reasonable and in the interests of the Joint Board to exercise that power.
- 34.4 Where it is proposed to modify a contract or framework, the Assessor, taking advice from the Joint Board's legal advisers where appropriate, shall determine whether the proposed modification would require a new procurement procedure. For the avoidance of doubt, modification includes any changes to the scope; terms and conditions; value; or parties to the contract or framework.
- 34.5 Where the Assessor determines that a modification would not require a new procurement procedure, the procedures under standing order 20 shall be followed if the contract is a schedule of rates contract.

35. LIQUIDATED AND ASCERTAINED DAMAGES

- 35.1 Where the Assessor deems it to be appropriate following consideration of the risks involved, the Assessor shall ensure that the contract provides for liquidated and ascertained damages. The amount to be specified in each such contract shall be determined by the Assessor.

36. PREVENTION OF COLLUSION AND CORRUPT OR ILLEGAL PRACTICES

- 36.1 In every written contract a clause shall be inserted to secure that the Joint Board shall be entitled to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation if the contractor or the contractor's representative (whether with or without the knowledge of the contractor), shall have practised collusion in tendering for the contract or any other contract with the Joint Board or shall have employed any corrupt or illegal practices either in the obtaining or performance of the contract or any other contract with the Joint Board.

37. HEALTH AND SAFETY

- 37.1 No contract to which these standing orders apply will be accepted unless the contractor satisfies the Joint Board that the contractor is operating health and safety policies which conform with current legislation.

38. SCHEDULE OF RATES CONTRACTS

- 38.1 In every Contract which is a Schedule of Rates Contract, the Assessor shall, prior to invitations to tender being issued, fix an indicative total value for the Contract. The indicative total value shall be set out in any Report to the Joint Board concerning the Contract in question.
- 38.2 Where it becomes apparent to the Assessor that the indicative total value is likely to be exceeded the Assessor shall ensure that a report on the matter is submitted to the next meeting of the Joint Board. Where a contract has not been advertised under the EU Procurement Rules and the increase in the value of the contract is such that the EU Threshold is likely to be exceeded, no further orders shall be made under the contract.
- 38.3 The Assessor shall ensure that a condition is inserted in any such contract to the effect that the indicative total value of the contract cannot be exceeded without the approval of the Joint Board.

39. SUSTAINABLE PROCUREMENT

- 39.1 The Assessor shall be responsible for ensuring the Joint Board fulfils its Sustainable Procurement Duty.
- 39.2 The Assessor shall ensure that the Sustainable Procurement Duty is considered in the development of every Regulated Procurement and shall take into account how the Regulated Procurement can:
- (a) improve the economic, social and environmental wellbeing of the Joint Board's area;
 - (b) facilitate the involvement of small and medium enterprises, third sector bodies and supported businesses in the Regulated Procurement; and
 - (c) promote innovation.
- 39.3 Where improvements in terms of standing order 39.2 (a) have been identified, the Assessor shall ensure that the Regulated Procurement is carried out with a view to securing such improvements.

40. CONSULTANTS

- 40.1 It shall be a condition of the engagement of the services of any consultant that:-

- (a) they shall comply with these contract standing orders as though they were officers of the Joint Board.
 - (b) that at any time during the performance of the contract the consultant shall, on a request by the Assessor, produce all records maintained by them in relation to the contract and on completion of the contract transmit all such records to the Assessor, if so required.
- 40.2 All contracts for consultancy services must set out clear output targets for performance by the consultant under the contract.
- 40.3 In relation to all contracts for consultancy services, the original Contract Documents shall, after checking, be lodged with the Assessor.

41. RECORDS AND REGISTERS

- 41.1 The Assessor shall maintain a contracts register in accordance with the Procurement Reform Rules.
- 41.2 Where these standing orders require that records or registers are kept, the Assessor shall seek advice on appropriate retention periods prior to making arrangements for the disposal of any such records or registers.
- 41.3 The contracts register kept in accordance with standing order 41.1 is to be regarded as a permanent record of the Joint Board and is not to be destroyed or disposed of.

42 PROCUREMENT STRATEGY AND ANNUAL REPORT

- 42.1 In accordance with the Procurement Reform Rules, the Assessor shall prepare and publish a procurement strategy setting out how the Joint Board intends to carry out Regulated Procurements in the next financial year.
- 42.2 Where the Joint Board's procurement strategy for the current financial year requires to be reviewed, the Assessor shall make such revisions as are considered appropriate and publish the revised strategy.
- 42.3 The Assessor shall prepare and publish an annual procurement report on the Joint Board's Regulated Procurement activities in relation any financial year as soon as reasonably practicable after the end of that financial year.

SCHEDULE 1

**EU Thresholds under Public Contracts (Scotland) Regulations 2015 applicable
to the Joint Board from 1 January 2018**

SUPPLIES	£181,302
SERVICES	£181,302
WORKS	£4,551,413
SOCIAL AND OTHER SPECIFIC SERVICES	£615,278

Thresholds will next be reviewed January 2020

SCHEDULE 2

Special Arrangements for Contracts for Social and Other Specific Services and for Health or Social Care Services

Unless varied by the special arrangements set out in this Schedule 1, the foregoing standing orders apply to contracts for Social and Other Specific Services and contracts for Health or Social Care Services. The special arrangements are as follows:

A. Procedures for the Award of Contracts for Social and Other Specific Services

- A.1 Where a contract is for Social and Other Specific Services and the estimated value of the contract is equal to or greater than the threshold for Social and Other Specific Services, the Assessor shall follow the relevant procedures for such services set out in the EU Procurement Rules and the Procurement Reform Rules.

B. Procedures for the Award of Contracts for Health or Social Care Services

- B.1 Where a contract is for Health or Social Care Services and the estimated value of the contract is less than the threshold for Social and Other Specific Services, instead of using the procedures set out in the foregoing standing orders, the Assessor may elect to follow the procedures set out in the Procurement Reform Rules. In such circumstances, the Assessor may decide, that offers shall not be sought for example where:
- (a) it can be demonstrated that the contract is of no interest to service providers in other EU member states; and/or
 - (b) the total sum to be paid under the contract is so low that service providers located in other EU member states would not be interested in bidding for the contract; and/or
 - (c) the service is of such a specialised nature that no cross-border market of suitable service providers exists; and/or
 - (d) advertising the contract would result in the loss of a linked service; and/or
 - (e) the services are required by a service user and can best be provided by the service user's existing service provider.
- B.2 Where a decision is taken under paragraph B.1 above that offers shall not be sought, the Assessor shall decide if and how the contract shall be advertised.
- B.3 Where a decision is taken under paragraph B.2 above not to advertise the contract, the Negotiated Procedure without Prior Publication of a Notice set out in standing order 14 shall be followed.

C. Guidance from the Scottish Government

- C.1 Subject to standing order 9.3, contracts for Health or Social Care Services shall be procured in accordance with the Scottish Government's Guidance on the Procurement Reform (Scotland) Act 2014 and Guidance on the Procurement of Care and Support Services 2016 (Best-Practice) issued under Scottish Procurement Policy Note SPPN 7/2016(as such may be amended or replaced).
- C.2 In the event of any conflict between these standing orders and the Guidance referred to in paragraph C.1 above, the Guidance shall prevail.

D. SCSWIS and other Mandatory Registration

- D.1 All Contractors providing Health or Social Care services must be registered with Social Care and Social Work Improvement Scotland (SCSWIS) (commonly known as the Care Inspectorate) and/or any other regulatory bodies relevant to the service provided.

E. Review of Decisions

- E.1 Any decision taken under paragraph B.1 or B.2 shall be reviewed at regular intervals by the Assessor.

SCHEDULE 3

TENDER REPORT FORMAT **ITEMS TO BE INCLUDED IN ALL TENDER REPORTS** **EXCEPT IN THE CASE OF THE SALE OF LAND OR PROPERTY**

THE RENFREWSHIRE VALUATION JOINT BOARD

Title of Contract/Brief description of works, goods or service

REPORT ON TENDERS

1. The Renfrewshire Valuation Joint Board Contract Standing Orders.
2. Tenders received, including tender amount as opened and the corrected amount.
3. Finance Provision.
4. Programme Reference, where appropriate.
5. Bonding Arrangements.
6. Statutory approvals obtained.
7. Joint Board ownership of site or buildings.
8. EU Requirements.
9. Confirmation that Standing Orders Relating to Contracts have been complied with.
10. Conclusions/Discussion, where necessary.
11. Recommendation.