

APPENDIX 1

**RENFREWSHIRE VALUATION**  
**JOINT BOARD**

**STANDING ORDERS RELATING TO CONTRACTS**

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# **RENFREWSHIRE VALUATION JOINT BOARD**

## **STANDING ORDERS RELATING TO CONTRACTS**

### **1. EXTENT:**

- (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 13 (inclusive) and Sections 52 to 57 (inclusive) 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.
- (2) All contracts let by or on behalf of the Joint Board, regardless of whether any such contracts are otherwise exempted 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.
- (3) The Clerk to the Joint Board 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.

### **2. VARIATION AND REVOCATION:**

- (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.
- (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.

### **3. ESTIMATES OF COSTS**

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.

### **4. RACE RELATIONS**

Before any contract is awarded the Assessor shall in accordance with the Guidance on Race Relations matters issued by the Secretary of State and referred to in the Local Government Act, 1988 obtain information from contractors relating to that guidance. The information is a means by which the Assessor can assess whether the contractors concerned are complying with the responsibilities placed on them by the Race Relations Act 1976.

### **5. PREPARATION OF CONTRACT DOCUMENTATION**

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. FORM OF CONTRACT**

- (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.
- (2) 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.
- (3) 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.
- (4) For the avoidance of doubt, the values stated are exclusive of any Value Added Tax that may be levied.

- (5) For the purposes of definition the word Joint Board should be read where the context permits so as to include Sub-Committees of the Joint Board.
- (6) Any reference to the Assessor should be taken to include a reference to the Deputy Assessor. The Assessor may transfer any power or obligation under these Standing Orders to another party provided both parties have agreed in writing to the transfer in advance.
- (7) Any reference to a statute, other legislation or European Directive shall include reference to any statute, legislation or Directive amending or replacing it.
- (8) Any reference to a contract shall include, where the context allows, reference to a sub-contract.

## **7. EXEMPTIONS**

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:-

- (1) The total estimated value is less than £10,000.
- (2) 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.
- (3) 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 7(1) 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.
- (4) Notwithstanding Standing Order 11(6) the contract is for the execution of works or the supply of goods, materials or other services being an extension to an existing contract and identified as necessary by the Assessor, as being so urgent as not to permit the invitation of tenders; such matters to be reported to the next meeting of the Joint Board.
- (5) It is a contract of employment.

- (6) The contract is in respect of purchases made by the Authorities Buying Consortium.
- (7) The goods, materials or services are sold only at a fixed price and in the Assessor's opinion, no reasonable satisfactory alternative is available, provided that where the expenditure exceeds £50,000 a report justifying use of this exemption shall be submitted and approved by the Joint Board prior to entering into such a contract.
- (8) The prices of the goods or materials are wholly controlled by Government Order and in the Assessor's opinion no reasonable satisfactory alternative is available, provided that where the expenditure exceeds £50,000 a report shall be submitted and approved by the Joint Board prior to entering into such a contract.
- (9) The contract is in respect of the appointment of Consultants, but only to the extent provided for in Schedule 1 annexed hereto.
- (10) The contract relates to the transfer, acquisition or disposal of an interest in heritable property including a licence to occupy or use heritable property.
- (11) Where the contract relates to the appointment of legal counsel, or solicitors to act as the Joint Board's Edinburgh agents.
- (12) 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.
- (13) The Joint Board may exempt from provisions of these Standing Orders or any part of them, any contract when they are satisfied the exemption is justified by special circumstances.
- (14) The contract relates to the Government's Private Finance Initiative.
- (15) 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, 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.
- (16) Where the contract is awarded under an existing Framework Contract or Arrangement to which the Joint Board is a party or which has been established by the Joint Board and where the Framework Contract or Arrangement has been established in conformity with these Standing Orders or the European Procurement Directives as implemented in the United Kingdom, whichever is appropriate, provided that where the value/

value of the contract so placed exceeds £30,000 the Assessor shall, as soon as reasonably practical thereafter provide a Report to the Joint Board detailing the name of the contractor to whom the contract has been awarded and the value of that contract.

## **8. APPROVED RESTRICTED LIST**

- (1) The Assessor may keep a list of contractors to be invited to tender for contracts for the supply of goods or materials or for the provision of services or for the execution of works and except as provided for in Standing Orders numbers 9, 10 and 11 below, invitation to tender for a contract shall be limited to persons whose names appear on the list.
- (2) Alternatively the Assessor may elect to use the Approved Restricted List kept by Renfrewshire Council for the purposes set out in Standing Order 8 (1).
- (3) A minimum of four contractors selected from the List shall be invited to tender for each contract. Where there are less than four contractors on the list able to undertake the work, all the able contractors on the list shall be invited to tender. Where only one contractor is able to undertake the work is on the list, the Assessor may elect to negotiate with that contractor in terms of Standing Order 11 below in awarding the contract to that contractor or alternatively may elect to tender publicly in terms of Standing Order 9 or 10.
- (4) Where neither the Assessor nor Renfrewshire Council has an Approved Restricted List for the purposes of any tendering exercise the Assessor shall follow the procedures in Renfrewshire Council's Standing Orders Relating to Contracts to create the required list. Thereafter all procedures in connection with the Approved Restricted List shall follow Renfrewshire Council's Standing Orders Relating to Contracts.

## **9. AD HOC RESTRICTED LIST**

- (1) This Standing Order shall have effect where, on the recommendation of the Assessor and following written consultation with the Convener and Vice Convener of the Joint Board the invitation to tender for a particular contract shall not be limited to persons whose names appear on the list kept under Standing Order 8 above but shall be limited instead to persons who reply to a Public Notice.
- (2) Where such a procedure is approved, the Public Notice shall be given in one or more national newspapers circulating in the Joint Board's area and in such Trade Journals as the Assessor may consider necessary, setting out particulars of the contract into which the Joint Board wish to enter and inviting persons interested to apply within such period, not less than fourteen days, as may be specified, for permission to tender.

- (3) After the expiry of the period specified in the Public Notice, if more than four persons have applied for permission to tender, invitations to tender for the contract shall be sent to at least four such persons selected by the Assessor. If four or fewer than four persons have applied and are considered suitable by the Assessor, then invitations to tender will be sent to all suitable persons. Provided that for contracts whose value exceeds £50,000 no persons shall be invited to tender unless they have complied with the provisions of Standing Order 13 concerning the technical and financial approval of the contractor.
- (4) In relation to those contractors who have applied for the opportunity to tender but who have not been invited to tender the Assessor shall inform any such contractor forthwith of the decision not to invite them to tender.

## 10. **OPEN TENDERING**

This Standing Order shall apply where the Assessor has authorised that invitation to tender shall not be limited in the manner provided for in Standing Order number 8 above but shall be open to all persons who may wish to tender. The Assessor may authorise use of the Open Tendering Procedure in the following circumstances:-

- (1) Where there is no appropriate approved list for the type of contract concerned.
- (2) Where there are insufficient specialist suppliers on the appropriate list to ensure effective competition.
- (3) Where the contract requires to be advertised in the EU Journal under open tendering procedures.

Where this procedure has been approved, at least fourteen days notice shall be given in one or more national newspapers circulating in the Joint Board's area and also in such Trade Journals as the Assessor may consider necessary expressing the nature and purpose of the contract, inviting tenders for the carrying out of the contract and stating the last date and time when tenders will be received. The Assessor will keep a record of contracts explaining why Open Tendering Procedures have been used and shall prepare a report on this record to the Joint Board on an annual basis.

## 11. **SERIAL, TWO STAGE, & NEGOTIATED TENDERS & EXTENSIONS TO EXISTING CONTRACTS**

- (1) Where the Assessor considers that tenders should be obtained for a series of projects, or in two stages, for any proposed works, the Assessor shall first obtain the approval of the Joint Board to that course of action both in respect of the execution of the works and the tendering procedures.

- (2) The negotiated procedure may be used in the following circumstances only:-
- (a) where as a result of the invitation of competitive tenders, no offer has been received or only one offer complying with the specification has been received; or
  - (b) where the Assessor is satisfied that the requirement of the contract is unique or, after research only one suitable source of supply can be identified; or
  - (c) where the Assessor is satisfied that for reasons of technical complexity or compatibility, subsequent deliveries of equipment or goods or the provision of services require to be purchased from the original supplier; or
  - (d) where in the case of a supply contract, the goods to be purchased or hired are to be manufactured purely for the purpose of research, experiment, study or development, but not when the goods are to be purchased or hired to establish their commercial viability or to recover their research and development costs; or
  - (e) when (but only if strictly necessary) for reasons of extreme urgency brought about by events unforeseeable by and not attributable to the Joint Board, the other procedures in Contract Standings Order 8, 9 and 10 cannot be complied with; or
  - (f) where in the case of a supply contract, in the opinion of the Assessor it is in the interests of the Joint Board to take advantage of particularly advantageous bargain available for a very short period of time at a price considerably lower than normal market prices.
- (3)
- (a) For the purposes of these Standing Orders where the E.U. Procurement Rules do not apply the negotiated procedure means the direct negotiations with a single contractor without competition or further competition with a view to awarding the contract to that contractor.
  - (b) Where the Joint Board has authorised the use of the negotiated procedure with a named contractor and it is decided to award the contract to that contractor the Assessor may proceed to award the contract without getting the prior approval of the Joint Board to the Contract award, notwithstanding that the value of the contract exceeds £160,000.
  - (c) In all cases where the use of negotiated procedures has been approved, the Assessor shall as soon as practicable after the contract award report to the Joint Board on the outcome of the negotiations and the contract award.

- (4) Except as provided for in Standing Orders 11 (2) (e) (extreme urgency) and 11(2)(f) (advantageous bargain) the negotiated procedure may only be used with the prior approval of the Joint Board. Where the negotiated procedure is used in terms of Contract Standing Orders 11 (2) (e) and 11(2)(f) the Assessor shall report to the next meeting of the Joint Board explaining the circumstances justifying the use of that Contract Standing Order.
- (5) In all cases where negotiated procedures have been used in terms of this Standing Order, a full written record of all contacts, discussions and communications with prospective contractors shall be kept by the Assessor together with a full explanation as to why the Assessor considered it to be appropriate to use the negotiated procedure.
- (6) Where the Assessor considers that an existing contract should be extended and the option to extend is given to the Assessor in terms of the Contract, the Assessor may authorise the exercise of that option on behalf of the Joint Board. For the avoidance of doubt, where the contract does not make provision for the extension of the contract, the Assessor shall not extend that contract unless the use of the negotiated procedure can be justified in terms of these Standing Orders and the procedure in Standing Orders 11(3) and 11(4) have been followed.
- (7) For the purposes of Standing Order 11(6) 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.

## **12. SUBMISSION OF TENDERS**

- (1) Where competitive tendering for the contract is deemed appropriate, the number of contractors invited to tender will be a minimum of 4, or where less than four contractors meet the Joint Board's criteria to be invited to tender or where Standing Order 8 is being used and there are fewer than four contractors on the relevant Authorised Providers List, all those tenderers meeting the Joint Board's criteria should be invited to tender. In circumstances where procedures in Standing Orders 9 and 10 have been adopted where fewer than four contractors have applied to tender, invitation to tender shall be sent to all such contractors. The contractors invited to tender will be selected by the Assessor based on pre-determined criteria appropriate to the requirements of the contract.
- (2) Where open tendering procedure is used under Standing Order 10, all firms responding to the invitation to use open tendering procedures will be invited to tender, as long as they meet the pre-determined financial and technical criteria.

- (3) Every set of tender documents shall state the nature and purpose of the contract for which tenders are invited, specify the last date and time when tenders will be received and to where tenders are to be sent and shall also state that the tenders shall remain open for acceptance for a period specified in the tender documents and that the Joint Board reserves the right to accept a tender other than the lowest tender, or to accept no tender at all.
- (4) Where, in pursuance of these Standing Orders, invitation to tender is required, every notice of such invitation shall state the requirements of Standing Order numbers 14,15 and 18(3) and (4) below.

### **13. TECHNICAL & FINANCIAL CHECKS**

- (1) No contractor 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.
- (2) It shall not be necessary to review the financial standing of proposed contractors where:-
  - (a) the estimated value of the contract is £100,000 or below; or
  - (b) it has been reviewed in the preceding 12 months from the date of invitation to tender.

### **14. RECEIPT AND CUSTODY**

- (1) Where tenders are invited, no tender will be considered unless it is received by the time fixed on the tender document (unless that time has been altered by the Assessor for all tenderers) and unless it is contained in a plain envelope securely sealed and bearing the word "Tender" followed by the subject to which the tender relates. The envelope/ envelope shall not bear any distinguishing matter or mark intending to indicate the identity of the sender and the prospective tenderers shall be notified of these requirements.
- (2) The envelope containing the tender shall be addressed impersonally and delivered to the office of the Director of Corporate Services of Renfrewshire Council specified on the tender document concerned in whose custody it shall remain until the time arranged for its opening.

- (3) The Director of Corporate Services shall keep a record showing the time and date of receipt of all tenders for which the Assessor has the responsibility for opening. This information will be kept with the record prepared in terms of Standing Order 16(2).
- (4) This Standing Order shall also apply to the receipt and custody of tenders for sub-contracts to be performed or goods or materials to be supplied by nominated sub-contractors.

## 15. **LATE TENDERS**

Tenders received after the closing date and time specified in the tender documents, or at a place other than the place specified therein, shall not be considered. Such late tenders will be returned to the tenderer with a covering letter explaining why the tender is not being considered. Such late tenders may be opened to ascertain the name of the tenderer but no details of the tender shall be disclosed.

## 16. **OPENING OF TENDERS**

- (1) All tenders for a project shall be opened at the one time.
- (2) The particulars of each tender opened will be recorded on opening and a record will be kept by the Director of Corporate Services of Renfrewshire Council.
- (3) All tenders properly received in terms of Standing Order number 14 above, must be opened not later than the close of business on the third working day occurring after the date set for the return of the tender documents.
- (4) All tenders shall be opened by two officers of the Department of Corporate Services of Renfrewshire Council or of the Joint Board, one of whom shall be at a level not lower than salary grade PO8. This provision shall also apply to tenders for sub-contracts.
- (5) The tenders will be recorded in the Register kept in accordance with Standing Order 17. Where required the Assessor will be responsible for submitting to the Joint Board a tender report incorporating the details referred to in Schedule 2 to these Standing Orders.
- (6) All tenderers will 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.

## **17. REGISTER OF TENDERS**

- (1) The Clerk shall keep and maintain a Tenders Register of all tenders received and opened in terms of Standing Order 16 in respect of each contract and shall include therein the name and address of each tenderer, the value or amount of the tender and the Register shall be signed by the designated officials present .
- (2) The Tender Register shall also list any tenders rejected or not considered and explain why those tenders were rejected or not considered.
- (3) In the case of tenders invited under Standing Order 8 (Approved Restricted List) and Standing Order 9 (Ad Hoc Restricted List) , the register shall also include a statement of the names and addresses of persons to whom tender documents were issued but the persons declined or failed to submit a tender and if known stating whether the contractor declined to tender or failed to tender.
- (4) The Assessor shall keep and maintain a register of all contracts entered into by the Joint Board in respect of each contract and shall include therein the name and address of the supplier, the nature of the supply, the duration of the contract, the price pertaining to the supply together with any other material information on the contract.

## **18. CHECKING OF TENDERS**

- (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 therefore.
- (2) 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.
- (3) 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.

- (4) 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.
- (5) 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.
- (6) 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.

## 19. ACCEPTANCE

- (1) Except where the most economically advantageous tender is to be accepted, which shall be based on an evaluation by the Assessor of the criteria set out in the tender documents, the lowest tender meeting the specification in the contract documentation shall be accepted.
- (2) A tender other than the lowest if payment is to be made by the Joint Board or a tender other than the highest if payment is to be received by the Joint Board shall not be accepted until the Joint Board has approved a report from the Assessor.
- (3) Except as otherwise provided for, contracts where the value or amount exceeds £10,000 but does not exceed £30,000 shall be accepted on behalf of the Joint Board by the Assessor.
- (4) In the case of contracts where the value exceeds £30,000 but does not exceed £160,000 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.

- (5) In respect of contracts where the estimated value exceeds £160,000, the tenders shall be accepted on behalf of the Joint Board by the Assessor on the prior authority of the Joint Board.
- (6) If the Assessor recommends that none of the tenders should be accepted, the Assessor shall notify the tenderers accordingly.
- (7) No tenders shall be accepted unless.
  - a) Either the Assessor or the Joint Board responsible for approving tenders are 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.
- (8) 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.
- (9) All tender reports to the Joint Board shall contain a confirmation from the Assessor that these Contract Standing Orders have been properly observed and shall comply with the Tender Report Format in Schedule 2.

## **20. NOMINATION OF SUB-CONTRACTOR**

- (1) Where a contract provides for the nomination by the Assessor or supplier for the execution of works or supply of goods or materials or the provision of services, the following provisions shall apply:-
  - a) Tenders shall be invited by the Assessor from not fewer than four persons whom the Assessor considers competent for the purpose unless the Assessor considers that fewer than four persons are so competent whereupon the Assessor shall approve the invitation of tenders from such fewer number of persons. In circumstances where the Assessor decides to approve invitation of tenders from fewer than four persons the Assessor shall provide a report to the next meeting of the Joint Board explaining the decision to use this procedure.
  - b) Every invitation and tender shall comply with the provisions of Standing Orders 12, 13 and 14.



- c) All such tenders shall be opened at one time in the presence of two officers of the Department of Corporate Services of Renfrewshire Council, one of whom shall be at a level not lower than salary grade PO8.
  - d) Except where the most economically advantageous tender is to be accepted, the lowest tender meeting the specification shall be accepted.
- (2) Where a tender other than the lowest is to be accepted, the approval for the acceptance of such a tender must be made in advance by the Joint Board.

## **21. FRAMEWORK AGREEMENT**

- (1) The Assessor may invite contractors to tender to participate in a Framework Contract or Arrangement (“the Framework”). The Framework shall provide for agreement on the terms for future contracts between the Joint Board and the contractors for the purchase by the Joint Board of goods and services. Where the total estimated value of the procurement exceeds £160,000 the contractors participating in the Framework will be those who have responded to a Notice published in one or more national newspapers circulating in the Renfrewshire area and such Trade Journals as the Assessor may consider necessary. The Notice shall mention that the Joint Board wishes to establish a Framework and the goods or services which are to be procured in terms of the Framework and inviting persons interested to apply within such period not less than 14 days, as may be specified for sight of the tender documentation. Where the total estimated value of the procurement does not exceed £160,000 the contractors participating in the Framework will be those selected to participate by the Assessor from the relevant Approved Restricted List kept in terms of Standing Order 8. In both cases the Joint Board shall invite at least four contractors responding to the advert to lodge tenders to participate in the Framework. If fewer than four tenderers apply to participate in the Framework, then the Assessor shall not proceed with the Framework.
- (2) The Assessor may elect to participate in an existing Framework without requirement for competition provided that the Framework has been established in accordance with the European Procurement Rules as implemented into the United Kingdom and has been constituted by other local authorities or by central government or any agency of central government.
- (3) The Assessor may only enter into Frameworks described in Standing Order 21 (2) above with the prior approval of the Joint Board.

## 22. DESIGN CONTESTS

- (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.
- (2) Where a Design Contest is to be held, a notice shall be placed in one or more national newspapers circulating in the Renfrewshire area 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.
- (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 Contract Standing Order 11.
- (4) The prior approval of the Joint Board is required before a Design Contest in terms of this Standing Order is commenced.
- (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.

## **23. DISPOSAL OF SURPLUS OR SCRAP MATERIALS**

These Standing Orders with the exception of Standing Orders 8 (Approved Restricted List) and 9 (Ad hoc Restricted List) 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 £30,000 the Assessor may adopt any appropriate method of disposal.

## **24. COMPLIANCE WITH E.U. PROCUREMENT DIRECTIVES**

Where in the opinion of the Assessor, any tender is likely to equal or exceed the thresholds for the application of the EU Procurement Directives for public works, the supply of goods and materials or the supply of services, the Assessor or the officers concerned shall refer the matter to either the Treasurer or the Joint Board's legal adviser who will provide assistance and guidance to the Assessor to ensure that the various requirements of the EU Directives as implemented by UK Law have been followed.

## **25. SPECIFICATION OF STANDARDS**

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.

## **26. ASSIGNATION AND SUB-CONTRACTING**

- (1) In every written contract for the execution of work or the supply of goods or materials or for the provision of services, 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 £30,000, the Assessor may give the required consent. Where the value of the contract exceeds £30,000 but does not exceed £160,000, 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 £160,000, the Assessor may give the required consent but only with the prior approval of the Joint Board.
- (2) The sub-contracting of any part of the contract except to the extent permitted in writing by the Assessor shall be prohibited.

## **27. LIQUIDATED AND ASCERTAINED DAMAGES**

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.

## **28. PREVENTION OF COLLUSION AND CORRUPT OR ILLEGAL PRACTICES**

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 contracts with the Joint Board.

## **29. EQUAL OPPORTUNITIES IN EMPLOYMENT**

Before entering into a contract, the Joint Board 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 in respect of ensuring equal opportunity in employment.

## **30. HEALTH AND SAFETY**

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 Government legislation.

## **31. SCHEDULE OF RATES CONTRACTS**

- (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.
- (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.

- (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.

## **SCHEDULE 1**

### **APPOINTMENT OF CONSULTANTS**

1. Where the Assessor considers it to be desirable or appropriate to appoint a consultant the Assessor may negotiate with any suitably qualified and experienced consultant with a view to entering into a contract with that consultant for the provision of the required consultancy services. The Assessor may only appoint a consultant in this way if the estimated value of the consultancy services to be provided under the contract does not exceed £30,000 and the Assessor shall submit a report to the Joint Board as soon as reasonably practicable following the appointment of the consultant naming the consultant so appointed and value of the contract.
2. Where the estimated value of the Consultancy Services is greater than £30,000 but does not exceed £160,000, the Assessor shall seek tenders from a minimum of three consultants of known repute, unless the negotiated procedure in terms of Contract Standing Order 11 is deemed to be appropriate. In such circumstances, the tenders shall be dealt with in accordance with Contract Standing Orders 12 to 19 (inclusive) and in particular where the Assessor accepts the tender in terms of this paragraph 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.
3. Where the estimated value of the Consultancy Services is greater than £160,000, the Assessor shall follow the tendering requirements in paragraph 2 above and thereafter shall seek the prior approval of the Joint Board before accepting any tender.
4. It shall be a condition of the engagement of the services of any consultant that they shall comply with these Contract Standing Orders as though they were officers of the Joint Board. The original contract documents shall, after checking be lodged with the Assessor.
5. It shall be a condition of the appointment of any consultant that at any time during the carrying out of the contract the consultant shall, on 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.

## **SCHEDULE 2**

### **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.