



Glasgow City Council

Standing Orders Relating to Contracts

Made in terms of Section 81 of the Local Government (Scotland) Act 1973

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PART I: STANDING ORDERS RELATING TO CONTRACTS: GENERAL MATTERS

1. PRELIMINARY

1.1 Extent and Application

- 1.1.1 Glasgow City Council makes these Standing Orders in terms of section 81 of the Local Government (Scotland) Act 1973.
- 1.1.2 The Standing Orders must be interpreted in accordance with the key principles of openness, fairness and non-discrimination.
- 1.1.3 Subject to the provisions of Standing Order 1.1.7, the Standing Orders apply to all contracts made by or on behalf of the Council for the execution of works, for the supply of goods and materials, or for the provision of services.
- 1.1.4 The Standing Orders are subject to the over-riding provisions of European Union, United Kingdom, or Scottish legislation. They are also subject to any EU Commission, UK Government or Scottish Government guidance on public procurement that may be issued from time to time.
- 1.1.5 The Standing Orders shall not apply to any contracts made on behalf of the Council by Scottish Procurement, Scotland Excel or any other central purchasing body with whom the Council has made arrangements for the award of works, supplies or services contracts on its behalf, save in respect of the reporting requirements prescribed in Standing Order 8.4.4.
- 1.1.6 All Council personnel shall comply with the terms of the Standing Orders. Failure by any employee to comply with the Standing Orders, or the Corporate Procurement Manual (see Standing Order 1.1.11 below) may result in disciplinary action.
- 1.1.7 The Standing Orders do not apply to any of the following:
 - 1.1.7.1 contracts of employment;
 - 1.1.7.2 contracts solely relating to the lease or disposal of heritable property; and
 - 1.1.7.3 contracts for the execution of works, the supply of goods and materials, or the provision of services which are, in the reasonable opinion of the Executive Director of the Requisitioning Service, urgently required for the prevention of risk to life or damage to property.
- 1.1.8 The award of any contract relating to social care and housing support shall be subject to the separate rules set out in Part III of these Standing Orders.

- 1.1.9 The Standing Orders may be reviewed by the Council from time to time.
- 1.1.10 The Standing Orders may be suspended either in whole or in part by the Contracts and Property Committee in respect of the proposed award of any contract upon the joint recommendation of the Executive Director of the Requisitioning Service, the Director of Governance and Solicitor to the Council Services and the Executive Director of Finance. This is subject to the provisos that:-
- 1.1.10.1 there are special circumstances justifying the suspension; and
- 1.1.10.2 the suspension is within the statutory powers of the Council.
- 1.1.11 The Standing Orders must be read in conjunction with the Corporate Procurement Manual. All Council personnel must comply with the Corporate Procurement Manual. Where there is any discrepancy, the Standing Orders shall take precedence.
- 1.1.12 All directors or trustees of associated or subsidiary companies, trusts or other bodies whose accounts form part of the Council's Group Accounts shall ensure that they adhere to the procedures set out in these Standing Orders and the Corporate Procurement Manual. It is recognised that such bodies will have their own separate management structures and so will have a different executive approvals process for the conduct of procurement activities and the award of contracts. In all other matters, however, directors or trustees shall follow the procedures set out here.
- 1.1.13 Any query regarding the application or interpretation of these Standing Orders should be made in the first instance to the Director of Governance and Solicitor to the Council.

1.2 Definitions

- 1.2.1 **"Authorised System User"** means an officer of Glasgow City Council who has been authorised to perform specific activities in relation to the preparation, publication, opening, assessment or award of e-tenders and who has been issued with the requisite system permissions to enable him or her to carry out these functions, as such functions are assigned under these Standing Orders.
- 1.2.2 **"Contract Documents"** means the invitation to tender for or to negotiate a contract, the descriptive document (if any), the proposed conditions of contract, the specification of the supplies, services or works required by the Council and all supplementary documents.

- 1.2.3 **"Contracts and Property Committee"** means the decision making body of the Council authorised to approve the award of contracts, except in the case of any contract relating to the Strathclyde Pension Fund, in which case it means the Strathclyde Pension Fund Committee of the Council.
- 1.2.4 **"Corporate Procurement Manual"** means the mandatory procedure manual issued by the Council, setting out the detailed requirements for the conduct of procurement activity within the Council (as amended from time to time) with which all Council personnel are required to comply.
- 1.2.5 **"Corporate Procurement Unit"** means the unit established within the Council responsible for the Council's operational and strategic procurement policies and governance, including development of procurement staff, procedures and systems and the term **"Head of the Corporate Procurement Unit"** shall mean the officer with direct responsibility for management of the Unit.
- 1.2.6 **"Council Website"** means the website maintained by the Council on which information can be found regarding the Council's process and procedures relating to procurement. This includes details of how to do business with the Council, how to obtain help with tendering, in addition to a register of current contracts. These details can be found by utilising the link <https://www.glasgow.gov.uk/index.aspx?articleid=17561>
- 1.2.7 **"E-tendering" or "electronic tendering"** means a tendering process where the Contract Documents are published electronically and the tender response to these is also submitted electronically in the first instance, and "e-tender" shall be construed accordingly.
- 1.2.8 **"E-tendering Platform"** means the IT platform and managed service for the submission of electronic tenders as configured by Scottish Procurement, which has been approved for this purpose by the Head of the Corporate Procurement Unit, Executive Director of Finance and the Director of Governance and Solicitor to the Council.
- 1.2.9 **"EU Regulations"** means the Public Contracts (Scotland) Regulations 2015 (as amended from time to time).
- 1.2.10 **"Executive Director of the Requisitioning Service"** means the head of the Requisitioning Service.
- 1.2.11 **"Most Economically Advantageous Tender"** means the tender offer that is most economically advantageous from the Council's point of view having regard to the subject matter of the contract and including matters such as quality, price, technical merit,

aesthetic and functional characteristics, environmental characteristics, running costs, cost effectiveness, after-sales service, technical assistance, delivery date and delivery period or period of completion (all as may be considered appropriate in relation to any particular contract).

- 1.2.12 **"Scottish Procurement"** means that part of the Scottish Procurement and Commercial Directorate of the Scottish Executive, with responsibility for developing and implementing procurement strategies for national category A commodities on behalf of all Scottish public sector organisations and includes any successor organisation.
- 1.2.13 **"Procuring Officer"** means any officer authorised in accordance with Council policy to carry out procurement activities under the Register of Procurement Officers maintained by the Head of the Corporate Procurement Unit.
- 1.2.14 **"Proper Officer"** means any officer in the employment of the Council who is duly authorised for the purpose of signing contracts under the Council's Scheme of Delegations to Officers.
- 1.2.15 **"Public Contracts Scotland Portal"** means the national portal established and maintained by Scottish Procurement for the purpose of publicising: (i) the seeking of offers, and (ii) the award of contracts, which may be found at <http://www.publiccontractsscotland.gov.uk>.
- 1.2.16 **Regulated Contracts and Regulated Procurements** have the meanings assigned to them in Standing Order 4.
- 1.2.17 **"Requisitioning Service"** means the service department of the Council with the particular requirement in any individual case for supplies, services or works on behalf of the Council (or for the disposal of surplus materials).
- 1.2.18 **"Scotland Excel"** means the joint committee of local authorities constituted under Section 57 of the Local Government (Scotland) Act 1973 for the purpose of regulating the joint discharge of their general purchasing functions.
- 1.2.19 **"Strathclyde Pension Fund"** means Glasgow City Council in its capacity as administering authority for the Strathclyde Pension Fund in terms of the Local Government Pension Scheme (Scotland) Regulations 2014.
- 1.2.20 **"2014 Act"** means the Procurement Reform (Scotland) Act 2014.
- 1.2.21 Additional defined terms in relation to social care and housing support contracts are contained in Part III of these Standing Orders.

2. TENDERING PROCEDURES FOR DIFFERENT CONTRACT VALUES

- 2.1 The procedure for the award of any contract depends upon the estimated value of that contract. The relevant threshold values and the associated tendering procedure that must be applied, are detailed in Table 1 below. All values are exclusive of VAT and relate to the full life of the contract (including any potential extension).

TABLE 1: RELEVANT VALUES AND ASSOCIATED TENDERING PROCEDURE

Contract Type	Contract Value	Applicable Procedure *
Works	£4,551,413 and above	Standing Orders 3, 7 and 8
Supplies / Services	£181,302 and above	Standing Orders 3, 7 and 8
Works	£2,000,000 to £4,551,413	Standing Orders 4, 7 and 8
Social and Other Specific Services ("Schedule 3 Services")	£615,278 and above	Standing Orders 3, 7 and 8 (and Part III for Social Care / Housing Support contracts)
Supplies/Services	£50,000 to £181,302	Standing Orders 4, 7 and 8
Works/Supplies/Services	Up to £50,000 (Supplies/Services) or £2,000,000 (Works)	Standing Order 5

* NB Standing Order 6 shall be substituted for Standing Order 7 in relation to any non-electronic procurement.

The prescribed threshold values set out in Standing Order 3.1 will be automatically revised in accordance with any subsequent amendment to the threshold values set by the EU Commission for supply, services or works contracts (the next amendment being due to take effect from 1 January 2018). All other financial limits specified in the Standing Orders shall be subject to review from time to time in accordance with Standing Order 1.1.9. Procuring Officers will be notified promptly of any change to the relevant values.

3. EU PROCUREMENT: SUPPLIES/SERVICES CONTRACTS OF £181,302 AND ABOVE and WORKS CONTRACTS OF £4,551,413 AND ABOVE

This Standing Order applies where the Executive Director of the Requisitioning Service requires to procure any contract with an estimated value equal to or exceeding the prescribed threshold value.

3.1 Prescribed Threshold Values

With effect from 1 January 2018, the prescribed EU threshold values are as follows:-

Contracts for the execution of works: £4,551,413

Contracts for the supply of goods/materials: £181,302

Contracts for the provision of services: £181,302

Contracts for the provision of Schedule 3 Services: £615,278

Values are exclusive of VAT and relate to the full life of the contract (including any potential extension).

3.2 Aggregation

3.2.1 The Procuring Officer must take into account the aggregate value of any single requirement for works, services or supplies across the whole Council over the full contract term to determine if it exceeds the relevant EU threshold value. If the EU threshold value is exceeded then, even if the procurement of any single requirement is split among a number of contracts, each of these contracts is subject to the EU Regulations in the same way as if the requirement were procured through a single contract.

3.2.2 The following rules for aggregation must be applied by the Procuring Officer:

3.2.2.1 if there is a number of contracts for a single requirement for the same type of works, supplies or services then the total value of the individual contracts must be aggregated. If the aggregate value over the contract term equals or exceeds the relevant EU threshold value then, subject to Standing Order 3.2.2.2, the EU Regulations apply to the award of each contract.

3.2.2.2 there is an exemption for "small lots" of an estimated value over the contract term below £65,630 (for supplies or services) and £820,370 (for works) as long as this value does not exceed 20% of the aggregate value. Any exempt "small lot" must be advertised in accordance with Standing Order 4 or 5, as appropriate.

3.3 Mixed Procurement

The EU Regulations include rules for determining how to treat mixed procurement comprising different categories of services or a combination of goods and services, as follows:-

3.3.1 *Different Categories of Services*

Where a mix of Schedule 3 Services and other services are to be provided under a single contract, then the main subject of the contract shall be determined by reference to which of the respective services has the highest value.

3.3.2 *Services/Supplies*

Where a mix of services and supplies are to be provided under a single contract, then the main subject of the contract shall be determined by reference to which of the respective services or supplies has the highest value.

3.4 **EU Procurement**

All procurement under this Standing Order 3, unless otherwise provided for under the EU Regulations, shall be carried out in accordance with one of the following procedures:-

- the open procedure;
- the restricted procedure;
- the competitive procedure with negotiation;
- the competitive dialogue procedure;
- the innovation partnership procedure
- the negotiated procedure without prior publication of a Contract Notice or Prior Information Notice (PIN).

Procuring Officers shall ensure that the selected procedure is carried out in accordance with the relevant provisions of the EU Regulations. The Director of Governance and Solicitor to the Council must be consulted for legal advice in order to ensure compliance with the relevant provisions.

The negotiated procedure without prior publication of a Contract Notice/PIN may be adopted for the award of the contract where permitted under the EU Regulations only in accordance with advice received from the Executive Director of Finance and the Director of Governance and Solicitor to the Council.

3.5 **Advertising**

- 3.5.1 Contracts affected by the EU Regulations must be advertised in the Official Journal of the European Union (OJEU). There are different kinds of notice which may require to be published (depending on the procedure selected) in the OJEU at different stages in the procurement process including:-
- 3.5.1.1 a Prior Information Notice (PIN) which gives advance notice to contractors of the essential characteristics of a forthcoming contract, including the prescribed information in terms of the EU Regulations. Publication of a PIN is not mandatory unless it is required in order to shorten the time limits for tender responses in accordance with Table 2 below. In such circumstances, each PIN must be published at least 35 days and no more than 12 months before despatch of the Contract Notice;
 - 3.5.1.2 a Contract Notice giving specific details about the particular contract including the criteria by which the contract is to be awarded. Where the contract is to be awarded following a restricted procedure or competitive procedure with negotiation, the call for competition may be made by means of a PIN without the need for subsequent publication of a Contract Notice;
 - 3.5.1.3 a Contract Award Notice giving details of any contract awarded under the EU Regulations (including those relating to Schedule 3 Services) which must be published within 30 days of the award regardless of whether any of the other notices have been published;
 - 3.5.1.4 a Voluntary Ex-Ante Transparency Notice expressing an intention to enter into a contract or conclude a framework agreement and containing certain prescribed information, including a justification of any decision to award the contract or conclude the framework agreement without prior publication of a Contract Notice; and
 - 3.5.1.5 a notice of modification of a contract during the contract term where such modification is permitted and publication of such a notice is prescribed in terms of the EU Regulations.
- 3.5.2 In relation to any procedure for the award of Schedule 3 services (unless the negotiated procedure without publication of a Contract Notice applies) the only mandatory notices that require to be published are the Contract Notice (or PIN) constituting the call for competition and the Contract Award Notice. The Director of Governance and Solicitor to the Council will determine the relevant procedure to be applied in relation to the procurement of the contract and the Procuring Officer shall ensure that the procedure is carried out in a manner that is consistent with the principles of

transparency and equal treatment of suppliers.

3.5.3 Where the Executive Director of the Requisitioning Service wishes to retain an option to extend the period of any contract in accordance with the provisions of these Standing Orders, the Procuring Officer shall ensure that the Contract Notice expressly states that the contract may be extended for a specified period. If it is intended specifically to use the negotiated procedure in order to extend the period of the contract, this must also be expressly stated in the Contract Notice.

3.5.4 The Paralegal Team within Customer and Business Services (“the Paralegal Team”) must be consulted regarding the preparation and publication of any notice to be published in the OJEU.

3.6 **Timescales**

3.6.1 The EU Regulations set out timescales that must be applied for expressions of interest and/or submission of tenders. These depend upon the procedure that has been selected. As a minimum, the relevant timescale detailed in Table 2 below shall be applied during the EU tendering procedure. These are minimum timescales and may be extended (but not reduced) at the Council’s discretion:-

TABLE 2 : EU PROCUREMENT PROCEDURES : MINIMUM AND MAXIMUM TIMESCALES

PROCEDURE	EXPRESSIONS OF INTEREST (OR REDUCTION DUE TO URGENCY*)	TENDER RESPONSE	TENDER RESPONSE: REDUCTION FOR E-TENDERING	TENDER RESPONSE: REDUCTION OPTION BY AGREEMENT	TENDER RESPONSE: REDUCED PERIOD DUE TO URGENCY	REDUCED PERIOD WHERE PIN PUBLISHED (NO MORE THAN 12 MONTHS AND NO LESS THAN 35 DAYS FROM CONTRACT NOTICE
OPEN	N/A	35 DAYS	30 DAYS	N/A	15 DAYS	15 DAYS
RESTRICTED	30 DAYS (15 DAYS*)	30 DAYS	25 DAYS	MINIMUM PERIOD IS 10 DAYS	10 DAYS	10 DAYS
COMPETITIVE WITH NEGOTIATION	30 DAYS (15 DAYS*)	30 DAYS (INITIAL TENDER RESPONSE)	25 DAYS	MINIMUM PERIOD IS 10 DAYS	10 DAYS	10 DAYS
COMPETITIVE DIALOGUE	30 DAYS	N/A	N/A	N/A	N/A	N/A
INNOVATION PARTNERSHIP	30 DAYS	N/A	N/A	N/A	N/A	N/A

NB: Timescales only apply to procurements commenced on or after 18 April 2016. For procurements commenced prior to 18 April 2016 the timescales set down in the Public Contracts (Scotland) Regulations 2012 continue to apply (see Standing Orders Relating to Contracts 2013, Tables 2 and 3).

NB: Timescale period commences from the day following date of despatch of relevant notice to the OJEU. Timescales must be extended if required due to the complexity of the particular procurement. Tender response periods, where stated to be "N/A" for the competitive dialogue and innovation partnership procedures, should allow sufficient time from the despatch of the invitation to tender to enable compliance with Standing Order 3.6.3. It is recommended that the tender response period under either of those procedures is at least the same as for the restricted procedure.

3.6.2 In duly substantiated cases of urgency rendering compliance with the normal timescales impractical, with the prior written approval of the Director of Governance and Solicitor to the Council and the Executive Director of Finance, the timescales in the open procedure, restricted procedure or the negotiated procedure with competition can be reduced as set out below. (Urgency, in this context must be narrowly defined and must normally arise for reasons external to the Council. It does not cover situations of administrative inefficiency). The Head of the Corporate Procurement Unit shall prepare and retain a written report regarding the reason(s) why the accelerated timescale was applied in relation to any particular tendering procedure.

3.6.2.1 The timescales for the receipt of tenders in the open procedure, or requests to participate in the restricted procedure or negotiated procedure with competition may be reduced to not less than 15 days from the date of publication of the Contract Notice; and

3.6.2.2 The timescales for receipt of tenders in the restricted procedure or negotiated procedure with competition may be reduced to not less than 10 days from the date on which the invitation to tender was sent.

3.6.3 In the event that any tenderer requests in good time further information relating to the contract specification and any supporting documents, such information must be supplied not later than six days before the time limit fixed for receipt of tenders (or four days if the restricted or accelerated procedure is being used). The same information must also be made available to all other tenderers within the same timescales.

3.7 Tenderers Right to Information Regarding Contract Awards

3.7.1 As soon as possible after a decision has been made, following the evaluation process set out in Standing Order 8.1, to award any contract to the successful tenderer(s):-

3.7.1.1 the letter(s) of acceptance shall be issued by the Director of Governance and Solicitor to the Council. Unless otherwise approved by the Director of Governance and Solicitor to the Council, such letter(s) of acceptance shall be in the form of:-

- a notice of intent to award the contract with effect from expiry of the standstill period to which Standing Order 3.8 refers; and
- upon expiry of the standstill period, a final letter of contract award.

3.7.1.2 unless otherwise permitted under the EU Regulations, the Head of the Corporate Procurement Unit shall prepare notices for issue at the same time as the notice of intent to award letter(s) by the Director of Governance and Solicitor to the Council informing all tenderers and candidates (i.e. those who failed to be selected for invitation to tender):-

- (1) the criteria for the award of contract;
- (2) where practicable, the score obtained by:-
 - the tenderer/candidate who is to receive the notice; and
 - the successful tenderer(s) to be awarded the contract (or become a party to the framework agreement);
- (3) the name of the successful tenderer(s);
- (4) in the case of an unsuccessful tenderer, a summary of the reasons why the tenderer was unsuccessful; and the characteristics and relative advantages of the successful tenderer;
- (5) in the case of an unsuccessful candidate, a summary of the reasons why the candidate was unsuccessful; and
- (6) a precise statement of the effect of the standstill period on the unsuccessful tenderer/candidate receiving the notice.

3.7.1.3 Notwithstanding the above requirements, promptly upon conclusion of the relevant pre-selection or pre-qualification stage of a procurement, any candidate/tenderer which applied to be selected for consideration in the award of any contract shall receive a communication from the Head of the Corporate Procurement Unit if a decision is made not to consider its application further, advising that its application has been unsuccessful.

3.7.2 The Corporate Procurement Manual refers Procuring Officers to standard templates of the relevant letters to be issued to tenderers.

3.7.3 As soon as possible after any decision to abandon or re-commence an award procedure, the Head of the Corporate Procurement Unit must inform all tenderers.

3.8 Standstill Period

In relation to any contract award to which the standstill provisions of the EU Regulations applies or where it is decided voluntarily to apply a standstill period:-

3.8.1 A minimum standstill period of 10 calendar days ¹shall be applied between the date of the notice of intent to award any contract in accordance with Standing Order 3.7 and the issue of the final letter of contract award. Where the last day of the period is not a working day, the period must be extended to include the next working day.

3.8.2 In any event, within 15 calendar days of a written request from any unsuccessful candidate/tenderer, that candidate/tenderer shall be informed of:

- the reasons why it was unsuccessful and the name of the successful tenderer(s); and
- in the case of an unsuccessful candidate/tenderer, other than one to whom notice has already been given under Standing Order 3.7.1.2 above, inform them of the name, characteristics and relative advantages of the successful tenderer(s).

3.9 Special Rules: Design Contests; Works and Services Concessions; Utilities

3.9.1 Special rules apply to the procurement of design contests for the acquisition of plans or designs by the Council following adjudication by a jury, as part of a procedure leading to the award of a public services contract of a value in excess of the relevant EU threshold.

Such contracts must be awarded in accordance with the relevant rules set down in the EU Regulations. The Executive Director of the Requisitioning Service shall consult the Director of Governance and Solicitor to the Council and the Executive Director of Finance prior to commencing any tendering procedure for the award of such contracts.

3.9.2 Any contract to be procured under either The Concession Contracts (Scotland) Regulations 2016 or The Utilities Contracts (Scotland) Regulations 2015 shall be subject to the relevant procedures set down in those Regulations. The Executive Director of the Requisitioning Service shall consult the Director of Governance and Solicitor to the Council and the Executive Director of Finance prior to commencing any tendering procedure for the award of any such contract.

¹ For electronic communications only. The relevant period where any candidate/tenderer is contacted by non-electronic communication is 15 calendar days (and applies in respect of all candidates/tenderers)

3.9.3 Any other contract that is excluded or exempt from the EU Regulations shall be awarded following the prescribed procedure contained in any other relevant legislation governing the conduct of any competition for the award of such a contract.

4. SUPPLIES/SERVICES CONTRACTS FROM £50,000 TO £181,302 and WORKS CONTRACTS FROM £2,000,000 TO £4,551,413

Subject to Standing Order 9, this Standing Order applies where the Executive Director of the Requisitioning Service proposes to award any contract with an estimated value from £50,000 up to £181,302 (for supplies or services) or from £2,000,000 up to £4,551,413 (for works) or is otherwise exempt from the provisions of Standing Order 3.

4.1 In carrying out any Regulated Procurement, the Procuring Officer shall ensure compliance with the duties prescribed in Part 2 of the 2014 Act and any guidance published under the relevant section of the 2014 Act.

4.2 A Regulated Procurement is (i) any procedure carried out by the Council 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 Council.

4.3 A Regulated Contract is a public contract with an estimated value equal to or greater than the following thresholds:

Public contract (other than a public works contract)	£50,000
Public works contract	£2,000,000

4.4 Unless otherwise excluded under Section 4 of the 2014 Act any Regulated Procurement procedure involving the award of a Regulated Contract shall be governed by this Standing Order.

4.5 The Scottish Ministers may by Order amend the relevant thresholds specified above, in which case the amended threshold value will apply.

4.6 Any Regulated Procurement shall be advertised on the E-Tendering Platform and the Public Contracts Scotland Portal, unless otherwise authorised in terms of Standing Order 9 or directed by the Head of the Corporate Procurement Unit in consultation with the Director of Governance and Solicitor to the Council.

5. SUPPLIES/SERVICES CONTRACTS BELOW £50,000 and WORKS CONTRACTS BELOW £2,000,000

5.1 Unless otherwise directed in writing by the Head of the Corporate Procurement Unit, any requirement for:

- any supplies or services contract with a total estimated value below £50,000; or
- any works contract with a total estimated value below £500,000,

where the duration of the contract does not exceed four years must be advertised via the on-line procurement tool available at www.publiccontractsscotland.gov.uk. The relevant procedural requirements set out in Section 8 of the Corporate Procurement Manual shall also apply with respect to use of the on-line procurement tool.

5.2 Subject to Standing Order 9, any works contract with a total estimated value between £500,000 and £2,000,000 shall be advertised on the E-Tendering Platform.

5.3 For the purposes of this Standing Order, the Head of the Corporate Procurement Unit may direct that the on-line procurement tool is not used and prescribe an alternative method of appointing a supplier where, in his or her opinion there exist special circumstances which make it impossible or inappropriate to seek quotations or tenders (e.g. where there is only one potential supplier).

5.4 Where Standing Order 5.3 applies, the Head of the Corporate Procurement Unit (or, where appropriate, the Executive Director of the Requisitioning Service) shall prepare and retain for audit purposes a written report recording the reason(s) why the on-line procurement tool was not directed and an alternative method of appointing a supplier was selected.

5.5 Even at this level of expenditure, a contract is required. The Procuring Officer must ensure that either an appropriate works contract is used or in the case of supplies/services, where considered appropriate, the Council's Standard Terms and Conditions for the Supply of Goods and Services form the basis of the contract. The Procuring Officer must determine whether these Standard Terms and Conditions are sufficient to govern the contract and, in cases of doubt, must contact the Director of Governance and Solicitor to the Council for advice.

5.6 **Contracts for leasing of equipment (e.g. photocopiers, vending machines etc,) can be onerous. The Procuring Officer must obtain approval from the Executive Director of Finance to enter into such leasing agreements.**

6. NON-ELECTRONIC PROCUREMENT

Subject to Standing Order 7, the procedure set out in the Appendix to the Corporate Procurement Manual relating to the submission and opening of tenders shall apply in respect of any non-electronic procurement activity involving the manual submission of hard copy tenders.

7. ELECTRONIC PROCUREMENT: E-TENDERING PROCEDURES FOR SUBMISSION AND OPENING OF TENDERS AND COMMUNICATION WITH TENDERERS

7.1 General

Unless otherwise permitted under the relevant EU Regulations, any procurement process that is subject to the EU Regulations, including any Regulated Procurement shall be conducted by means of electronic communication. The Council must offer on the internet unrestricted and full direct access free of charge to the Contract Documents from the date of publication of the relevant Contract Notice or the date on which the relevant invitation to confirm interest was sent. The text of the Notice or invitation to confirm interest must specify the internet address at which the Contract Documents are accessible.

7.2 Submission Method and Timescales

7.2.1 the Contract Documents shall be issued, tenders shall be submitted and received, and information throughout the procurement process shall be exchanged by electronic means;

7.2.2 the timescales set out in Standing Order 3.6 may be reduced in accordance with Standing Order 3.6.2 where the tendering procedure is subject to the EU Regulations; and

7.2.3 the Procuring Officer shall comply with such additional procedures for E-Tendering as may be issued from time to time by the Director of Governance and Solicitor to the Council in consultation with the Executive Director of Finance and the Head of the Corporate Procurement Unit.

7.3 Submission

7.3.1 *Invitation to Tender*

7.3.1.1 The invitation to tender and Contract Documents shall:-

- state the nature and purpose for which tenders are invited.
- specify that e-tendering will be used in the procurement and that submission of tenders will be subject to the tenderer registering as a user of the e-tendering system, which includes acceptance of

the terms and conditions applicable to use of the e-tendering system.

- state the date and time (usually 12 noon) for the submission of electronic tenders, including the full URL of the Glasgow City Council element of the E-tendering Platform.
- state that submission of hard copy tenders, or electronic submission of tenders other than through the E-tendering Platform, is not permitted without the Council's express prior written consent, which consent shall only be issued (at the Council's sole discretion) in exceptional circumstances.
- state that the Council reserves the right at its sole discretion not to accept or open any tenders received after the closing date and time specified in the Contract Documents, and to decide that any such tenders shall not be considered (noting in particular that timeous submission of an e-tender requires the tender to have been submitted and uploaded in full onto the E-tendering Platform before the closing date and time; partial submissions will not be accepted).
- specify the period during which tenders must remain open for acceptance.
- state that the Council reserves the right to accept other than the Most Economically Advantageous Tender or to accept no tender at all.
- set out the criteria (with associated weightings) which shall be used in evaluating tenders.
- where there is more than one evaluation criterion to determine the Most Economically Advantageous Tender and weighting is not possible for objective reasons, the evaluation criteria shall be set out in decreasing order of importance in the Contract Documents.
- include a tender offer page with provision for the total tender price to be inserted (where appropriate) and a signature by an authorised signatory on behalf of the tenderer.
- state that while tenders must be submitted electronically, selected economic operators in a restricted procedure, and the successful tenderer

(irrespective of the procedure used) may require to submit signed original hard copies of the tender certificates (specifically, the form of tender/tender offer certificate, non-collusion certificate freedom of information certificate, equal opportunities certificate, race relations certificate, tenderer's amendment sheet, eProcurement readiness sheet and any other certificates included in the Invitation to Tender), and the formal contract with the Council.

7.3.1.2 The E-tendering Platform is configured so that tenders may only be opened by an Authorised System User specifically authorised to carry out this activity. Such Authorised System User must be notified of all e-tenders no later than the go live date of these to facilitate "opening" and checking of tender returns by them. Opening of e-tenders will be carried out in accordance with the procedure prescribed in Standing Order 7.4 below.

7.3.2 *Late Tenders*

7.3.2.1 Subject to Standing Order 7.3.2.2 below, no tender shall be considered for acceptance unless it is received at the specified location by the date and time prescribed according to the Contract Documents. The E-tendering Platform has been configured so as to record the fact that a submission was late, for audit purposes, but such tenders will not be opened or considered further.

7.3.2.2 Where there is any question as to whether or not a tender is late due to exceptional circumstances, the express approval of the Director of Governance and Solicitor to the Council shall be required to admit the tender for consideration. This rule shall apply, for example, where the reason advanced for a tender being submitted late is that there was a failure or lack of availability of the E-tendering Platform which was not attributable to the tenderer or the tenderer's own agent, contractors etc.

7.3.2.3 Late tenders, save where these have by exception been admitted for consideration in accordance with Standing Order 7.3.2.2 above, must remain unopened. The tenderer must be advised as soon as possible that if the late tender is not re-called within 14 days it will be deleted.

7.3.2.4 Any tender submitted other than in accordance with the instructions contained in the Invitation to Tender and through the E-tendering Platform must remain unopened. The tenderer must be advised as soon as possible that the tender has not been accepted as properly submitted and that it will be deleted 14 days after submission. This

rule applies to tenders submitted by manual means or by electronic means other than through the E-tendering Platform.

7.4 Opening

7.4.1 Authorised Officers

In the case of all contracts where e-tendering has been used, tenders (in this context meaning the e-tender as a whole, as well as the separate qualification, technical and commercial parameters within the e-tender) shall be opened by an Authorised System User who has been specifically authorised to carry out this activity.

7.4.2 Mandatory Disqualification

The following tenders must not be considered for acceptance:

- (1) any tender submitted electronically other than in accordance with the E-tendering Platform user conditions approved by the Council and otherwise in accordance with the requirements of Standing Order 7.3.2.1 above;
- (2) late tenders save where these have, by exception, been admitted for consideration in terms of Standing Order 7.3.2.2 above. The system should not accept late tenders other than to keep a record of the fact that the e-tender was submitted late, for audit purposes.

7.4.3 Qualified Tenders

Any tender which attempts to qualify any terms or conditions in the Contract Documents may be disqualified.

Where a Procuring Officer considers that it would be appropriate to disqualify such a tender he or she shall consult the Director of Governance and Solicitor to the Council who will decide, in consultation with the Executive Director of Finance where necessary, whether the tender shall be disqualified.

7.5 Communications with tenderers

7.5.1 System messaging functionality

Except as provided for in Standing Orders 8.2, 8.3, 14.4.7 and 14.5 all communications with tenderers shall be made by the appropriate Authorised System User using the messaging functionality of the E-tendering Platform.

7.5.2 *Contents of messages*

All messages shall so far as their contents and the timing of their issue are concerned, comply with the requirements of the Standing Orders and the styles issued under the Corporate Procurement Manual.

8. EVALUATION, NOTIFICATION, FINAL AWARD OF CONTRACTS AND REPORTING PROCEDURES

This Standing Order applies to all contract awards whether procured by electronic or non-electronic means of communication.

8.1 Evaluation

8.1.1 The Contract Documents shall state tenders are to be evaluated on the basis of the Most Economically Advantageous Tender. Tenders shall be evaluated strictly in accordance with the evaluation criteria set out in the Contract Documents.

8.1.2 No tender is to be evaluated in accordance with criteria not set out in the Contract Documents unless following consultation with the Director of Governance and Solicitor to the Council and the Executive Director of the Requisitioning Service it is agreed that there are exceptional circumstances. The Executive Director of the Requisitioning Service shall report on that tender to the Executive Committee prior to award of the contract.

8.1.3 If, during the evaluation process, any post-tender communication with tenderers is necessary prior to contract award in order to clarify or supplement any aspect of their tender, such communication shall be conducted in accordance with Standing Order 14.

8.2 Notification

8.2.1 Once tender evaluation is complete, the Executive Director of the Requisitioning Service shall be responsible for seeking the necessary approvals to award the contract to the recommended tenderer. If this includes obtaining committee approval then the Authorised System User (or, in a conventional non-electronic procurement, the Executive Director of the Requisitioning Service) shall, as soon as practicable after the relevant committee report is published on the Council Website, notify those tenderers who are being recommended to Committee for award of the tender that the report is available online.

8.2.2 Letters to Successful Tenderers

In this Standing Order references to any letter(s) of acceptance shall be taken to include:-

- any notice of intent to award a contract, and
- any final letter of contract award following expiry of the relevant standstill period.

Letters of acceptance shall be issued to the successful tenderer(s) in accordance with the following procedure:-

8.2.2.1 Contracts equal to or in excess of £500,000 (Supplies/Services), and equal to or in excess of £4,551,413 (Works):-

The Director of Governance and Solicitor to the Council shall issue any letter(s) of acceptance upon instruction from the Contracts and Property Committee.

8.2.2.2 Contracts for supplies/services equal to or in excess of £181,302 up to £500,000 and works contracts equal to or in excess of £2,000,000 up to £4,551,413:-

The Paralegal Team within Customer and Business Services shall issue any letter(s) of acceptance upon instruction from the Director of Governance and Solicitor to the Council.

8.2.2.3 Contracts up to £181,302 (for supplies/services) and contracts up to £2,000,000 (for works):

The Head of the Corporate Procurement Unit shall issue any letter of acceptance.

8.2.3 *Letters to Unsuccessful Tenderers/Candidates*

For all contracts, the Executive Director of the Requisitioning Service shall prepare any letter informing unsuccessful tenderers/candidates of the Council's decision regarding the award of a contract, but where the contract value exceeds either £181,302 (supplies/services) or £2,000,000 (works) any such prepared letter shall be forwarded to the Paralegal Team for issue.

8.2.4 If none of the tenders submitted is to be accepted, the appropriate Authorised System User, (or, in a conventional non-electronic procurement, the Executive Director of the Requisitioning Service or, as appropriate, the Director of Governance and Solicitor to the Council) shall notify all tenderers accordingly.

8.2.5 All letters issued under this Standing Order 8 in relation to any particular contract award shall be issued at the same time. All such letters shall comply with the requirements of the Corporate Procurement Manual and shall be in the form prescribed in the

Procurement Tool-Kit issued along with the Corporate Procurement Manual. The Director of Governance and Solicitor to the Council must be consulted in cases where further advice or assistance is required. Where the EU Regulations apply to the award of any contract, letters shall be issued in accordance with Standing Orders 3.7 and 3.8.

8.2.6 No tender shall be accepted unless the Executive Director of the Requisitioning Service and the Executive Director of Finance are satisfied as to the economic and financial standing, and the technical or professional ability of the successful tenderer.

8.3 Final award of contracts

8.3.1 At the conclusion of the procedure described in Standing Order 8.2.1 to 8.2.3 and (if applicable) after the expiry of the mandatory standstill period, the final contract shall be entered into between the Council and the successful tenderer as follows:

8.3.1.1 For contracts with a value equal to or over £100,000, through the execution of a written contract executed in accordance with Scots law (unless otherwise agreed in accordance with Standing Order 11.6.1), and signed on behalf the Council by a Proper Officer;

8.3.1.2 For contracts with a value of up to £100,000, either through the execution of a written contract executed in accordance with Scots law (unless otherwise agreed in accordance with Standing Order 11.6.1) and signed on behalf the Council by a Proper Officer; or else by the issuing of a letter of award by the Executive Director of the Requisitioning Service and the return of this letter duly executed or submission of any invoice by the tenderer signifying their acceptance of the appointment on the terms and conditions stated therein. The Procuring Officer shall determine which of these options to adopt unless the Director of Governance and Solicitor to the Council has directed the option to be selected in the case of any particular procurement.

8.4 Procurement Strategy and Reporting

8.4.1 Procurement Strategy

Subject to Part 2 of the 2014 Act, the Director of Governance and Solicitor to the Council shall prepare and publish a procurement strategy setting out how the Council intends to carry out Regulated Procurements in the next financial year, or review the Council's procurement strategy for the current financial year and make such revisions as are considered appropriate and publish the revised strategy.

8.4.2 *Annual Procurement Report*

The Director of Governance and Solicitor to the Council shall in relation any financial year prepare and publish an annual procurement report on the Council's regulated procurement activities as soon as reasonably practicable after the end of the financial year.

8.4.3 *Register of Contracts*

The Director of Governance and Solicitor to the Council shall keep and maintain a register of contracts containing the following information:

- The date of award
- The name of the contractor
- The subject matter
- The estimated value
- The start date
- The end date (disregarding any option to extend), or where no end date is specified a description of the circumstances in which the contract will end
- The duration of any period for which the contract can be extended.

8.4.4 *Contracts and Property Committee*

8.4.4.1 Any contract awarded with an estimated value of £50,000 and above, but no greater than either £500,000 (supplies/services) or £4,551,413 (works) shall be reported to the Contracts and Property Committee by the Executive Director of the Requisitioning Service. A report shall be submitted to the Committee on a three-monthly basis containing the following information in relation to any such contract awarded within that period:-

the value of any contract awarded;
the identity of the tenderer to whom it was awarded; the number of tenderers invited to submit a tender; the number of tenders submitted;
the criteria adopted for awarding the contract; where due to exceptional circumstances as set out in Standing Order 8.1.2, the contract was to be awarded to anyone other than the Most Economically Advantageous tenderer, the score of the Most Economically Advantageous Tender and the score of the successful tender and the reason(s)

for the selection of the successful tenderer; and such other information as may be specified from time to time by the Director of Governance and Solicitor to the Council in consultation with the Executive Director of Finance. The report shall also be made available for inspection by other members of the Council.

8.4.4.2 Notwithstanding Standing Order 1.1.5, any participation agreement or call-off contract relating to Scottish Procurement national Category A commodities shall be reported to the Contracts and Property Committee by the Executive Director of the Requisitioning Service, irrespective of the estimated contract value.

9. NEGOTIATED AND EXTENDED CONTRACTS

9.1 With the exception of any contract which is otherwise governed by either Standing Order 3 or Standing Order 5.1, if:-

9.1.1 the Executive Director of the Requisitioning Service, the Director of Governance and Solicitor to the Council and the Executive Director of Finance consider that there are special circumstances which justify the negotiation of either:-

- (1) a contract with any supplier; or
- (2) in the case of any existing contract, an extension or modification to that contract,

without prior advertisement in accordance with the Standing Orders, then Standing Order 4 or Standing Order 5.2 shall not apply to such negotiation.

9.2 The Executive Director of the Requisitioning Service shall obtain the prior written agreement of the Director of Governance and Solicitor to the Council and the Executive Director of Finance in respect of any contract to be awarded, extended or modified in accordance with Standing Order 9.1.

9.3 Where the contract is governed by Standing Order 3 (above the relevant OJEU value threshold), any proposal to directly award, extend or modify the contract must be reported in the first instance to the Director of Governance and Solicitor to the Council and the Executive Director of Finance for legal and internal audit advice in relation to the proposal.

10. ETHICS AND STANDARDS

10.1 The guiding principles of ethical behaviour in purchasing are as follows:-

10.1.1 ethical behaviour must be promoted and supported by appropriate

systems and the governance arrangements set out by the Council which are specified in the Corporate Procurement Manual;

10.1.2 the conduct of employees should not foster the suspicion of any conflict between their official duty and their personal interest;

10.1.3 the action of employees should not be, nor give the impression that they have or may have been, influenced by a gift or consideration to show favour or disfavour to any person or organisation;

10.1.4 dealings with suppliers must at all times be transparent, honest and fair; and

10.1.5 staff must keep sufficient records to establish an audit trail to demonstrate that appropriate standards have been observed throughout any procurement process.

10.2 The Bribery Act 2010 has introduced a new regime in this area. The most relevant offences to Council employees are set out below. These offences relate to receiving bribes and being bribed.

10.2.1 These offences relate to any person:-

- carrying on functions of a public nature; or
- activities connected with a business; or
- activities being performed in a person's employment; or
- by or on behalf of a body of persons; and

where that person was expected to perform the function or activity:-

- in good faith; or
- impartially; or
- is in a position of trust by virtue of performing it.

10.2.2 The grounds for three of the offences are established when any person requests, agrees to receive or accepts a financial or other advantage; and

1 intends that a relevant function or activity should be performed improperly by them or another person; or

2 the request, agreement or acceptance itself constitutes the improper performance by them of a relevant function or activity; or

3 it is a reward for the improper performance by them or

another person of a relevant function or activity.

The grounds for the fourth offence are:-

- 4 where in anticipation of or in consequence of someone requesting, agreeing to receive or accepting a financial or other advantage, a relevant function or activity is performed improperly by them or by another person at their request or with their assent or acquiescence.

The Bribery Act 2010 contains other offences and staff must contact Legal Services or Internal Audit for further advice where required.

- 10.3 It is essential that all Councillors and employees in line with the Council's Code of Conduct are, and are seen to be, above reproach in their actions. They must ensure that their personal judgement and integrity cannot reasonably be seen to be compromised by the acceptance of benefits of any kind from a third party.
- 10.4 There may be conflicts of interest between a supplier and employees who are conducting a procurement activity. If this is the case, the situation must be assessed to determine how it can be resolved. Usually, this involves removing any conflicted individual from the procurement process so that he/she is not in a position to influence decisions made.

Examples of conflict of interest are when someone in the procurement team or an immediate family member:

- stands to benefit from an award of contract and that person is in a position to influence the decision about whether to make such an award; or
- has a controlling interest in a supplier as a shareholder, director or senior manager which might affect the delivery of products under a contract.

If a staff member is uncertain whether or not they have a conflict of interest, further advice must be obtained from the Director of Governance and Solicitor to the Council (via Legal Services and/or the Head of the Corporate Procurement Unit).

- 10.5 All procurement activities can be subject to review by Internal Audit. Internal Audit is an independent assurance function established by the Executive Director of Finance. Auditors have unrestricted access to all Council records (whether manual or computerised), cash, stores and other property. They also have unrestricted access to all locations and officials, where necessary on demand and without prior notice.

11. MISCELLANEOUS

11.1 European/International Standards

11.1.1 Where there is a recognised European or International standard applicable to any contract current at the date of tender, the Contract Documents shall require that the works, goods, or services to be supplied shall at least meet the requirements of that standard.

11.1.2 In the absence of any such European or International standard, the Contract Documents shall require that an appropriate equivalent standard be used. In presenting evidence of equivalence tenderers shall be required to provide a certified translation into English of the standard being used.

11.2 Prevention of Collusion, Corruption or Illegal Practices

11.2.1 Every contract shall include a clause entitling the Council to:-

11.2.1.1 terminate the contract if the supplier or its representative (whether with or without the supplier's knowledge) shall have:-

- (1) practised collusion in tendering for the contract or any other contract with the Council; or
- (2) employed any corrupt or illegal practices in obtaining or performing the contract or any other contract with the Council; and

11.2.1.2 recover from the supplier the amount of any loss resulting from such termination.

11.3 Equal Opportunity and Equality

11.3.1 Before entering into any contract, the Procuring Officer shall obtain from the supplier an assurance in writing that, to the best of its knowledge and belief, the supplier has:-

11.3.1.1 complied with all statutory requirements relating to equal opportunity in employment; and

11.3.1.2 is not unlawfully discriminating within the meaning and scope of the Equality Act 2010 (or any statutory amendment, modification or re-enactment thereof) relating to discrimination in employment.

11.4 Freedom of Information

11.4.1 The Contract Documents shall give notice to tenderers of the Freedom of Information (Scotland) Act 2002 (or, if applicable, the Environmental Information (Scotland) Regulations 2004). The Act and Regulations give a statutory right of access to all information

held by the Council except where an exemption or exception can be applied.

11.4.2 Tenderers who seek to incorporate provisions within any contract that all or some information is provided by them in confidence will not necessarily be entitled to rely on such provisions.

11.4.3 The Procuring Officer shall ensure that the required Freedom of Information clause drafted by the Director of Governance and Solicitor to the Council is incorporated in the Contract Documents.

11.5 Assignment

11.5.1 Except where otherwise agreed between the Executive Director of the Requisitioning Service and the Director of Governance and Solicitor to the Council, every contract entered into by the Council shall include a clause prohibiting the supplier from assigning or sub-letting the contract without the prior written consent of the Council.

11.6 Scots Law

11.6.1 Except where otherwise agreed between the Executive Director of the Requisitioning Service and the Director of Governance and Solicitor to the Council, every contract entered into by the Council shall be in writing and shall be subject to Scots Law and the exclusive jurisdiction of the Scottish Courts.

PART II: STANDING ORDERS RELATING TO CONTRACTS: SPECIAL MATTERS**12. DISPOSAL OF SURPLUS MATERIALS**

12.1 The care, custody and level of stores and equipment in any service is the responsibility of the Executive Director of the Requisitioning Service. Subject to Standing Order 12.2 and 12.3 below he or she shall ensure that all obsolete or excess stock or scrap materials are identified and disposed of in accordance with this Standing Order 12.1 unless beforehand the Director of Governance and Solicitor to the Council and the Executive Director of Finance approve otherwise in a particular case.

12.1.1 Offer to other Council Family Services

Where, in the opinion of the Executive Director of the Requisitioning Service, stock is surplus or scrap and has been valued, he or she shall first offer the surplus material to other services within the Council Family (ie internal service departments and Arm's-Length External Organisations). Only where no other Council Family service wishes the surplus material shall it be offered for value to third parties.

12.1.2 Disposal to Third Parties

Where the Executive Director of the Requisitioning Service proposes to dispose of surplus or scrap material to a third party, such disposal shall take place either for value by way of competitive tender in accordance with Standing Order 12.1.3 below or at no cost on a "first come first served" basis to other local authorities, public sector organisations, and third parties in accordance with Standing Order 12.4 below. (Where surplus or scrap materials are disposed of on a recurring basis (e.g. surplus vehicles) the Executive Director of the Requisitioning Service may seek the approval of the Contracts and Property Committee for a special scheme for disposal.)

12.1.3 Disposal by Way of Competitive Tender

The Executive Director of the Requisitioning Service shall ensure that:-

12.1.3.1 details of what has to be disposed are specified and advertised as required;

12.1.3.2 arrangements are made for viewing if appropriate;

12.1.3.3 arrangements for receipt, custody and opening of tenders comply with these Standing Orders; and

12.1.3.4 the tenderer offering the best price shall be accepted. Where, in exceptional cases, the successful tenderer is

not the one offering the best price, the Executive Director of the Requisitioning Service shall prepare and retain a written record of the reason(s) why it was selected.

12.1.4 *Disposal to Other Public Bodies*

Disposal to other local authorities, public sector organisations, and third sector bodies may be made using a web-based portal maintained by a third party to facilitate disposal provided that the Executive Director of Finance and the Director of Governance and Solicitor to the Council have indicated their prior acceptance in writing of the use of any particular web-based portal, and subject to such terms and conditions of use as they may prescribe.

12.2 *Disposal by Way of Quotation*

Where the Executive Director of the Requisitioning Service considers the surplus to be a small quantity of materials of low value, he or she may dispose of it on a casual basis. At least three interested parties shall be invited to submit written quotations, where possible. The Executive Director of the Requisitioning Service shall retain a written record of the type and amount of materials disposed of and the successful tender offer.

12.3 *Disposal by Way of Donation:-*

The Executive Director of the Requisitioning Service is authorised to donate or provide at less than the market value surplus equipment, furniture, or materials (including but not limited to ICT equipment subject to compliance with the Council's information security policy) up to an estimated value of £1,000 in any one instance to a charity or voluntary organisation. Each Executive Director will:

- ensure that each disposal complies with all relevant Council policies,
- maintain a record on file of all such disposals for audit purposes, and
- report the details of each disposal to the Contracts and Property Committee (or such other Council forum as the Director of Governance and Solicitor to the Council may direct) as soon as reasonably practicable, including the donee organisation and a description / estimated value of the items disposed.

[NOTE: The Executive Director of Neighbourhoods and Sustainability will not actively circulate to other services details of any surplus vehicles and items of

plant for whose maintenance that Service is responsible.

The Executive Director of Neighbourhoods and Sustainability has instituted a file of written requests from other services for such vehicles. Requests will be acknowledged with an indication of whether there is any likelihood of an appropriate surplus vehicle being made available.

If any appropriate vehicles become available and are considered potentially suitable for further use, the Executive Director of Neighbourhoods and Sustainability will offer them to the service with the earliest request on file. The offer will contain relevant details of the vehicle and likely costs involved].

13. PAYMENT BY INSTALMENTS

13.1 In any contract for the supply of goods and materials where the purchase price is to be paid by the Council to any contractor in instalments prior to completion of the contract, the following shall apply:-

13.2 *Contracts with a value of £20,000 or below*

13.2.1 The Executive Director of the Requisitioning Service must be satisfied that payment by instalment is the only available option if the contract is to proceed.

13.2.2 The proposed instalments shall reflect the progress of the contract and the approximate value of goods or materials supplied.

13.2.3 If a proposal requires payment for goods or materials which are to be retained in the possession of the contractor (e.g. until further work has been completed) then a document vesting ownership in the Council must be obtained prior to the payment of the first instalment.

13.2.4 The Executive Director of the Requisitioning Service shall ensure that any such goods or materials are insured while retained on the Contractor's premises.

13.2.5 If any instalment is released following a site or factory visit to inspect work in progress or equipment, a written report of the visit shall be prepared and retained within the contract records.

13.2.6 In cases where there is doubt about the propriety of making instalment payments, advice must be sought from the Director of Governance and Solicitor to the Council and the Executive Director of Finance.

13.3 *Contracts with a value in excess of £20,000 but below £500,000*

13.3.1 The requirements contained in Standing Orders 13.2.1 to 13.2.6 above also apply in the case of these contracts.

13.3.2 The Executive Director of the Requisitioning Service shall obtain the prior written approval of the Director of Governance and Solicitor to the Council and the Executive Director of Finance when entering into any agreement to make payment by instalments.

13.4 *Contracts with a value in excess of £500,000*

13.4.1 The requirements contained in Standing Orders 13.2.1 to 13.2.6 also apply in relation to these contracts.

13.4.2 The Executive Director of the Requisitioning Service shall obtain the approval of the Executive Committee prior to entering into any agreement to make payment by instalments.

14. POST TENDER COMMUNICATIONS

14.1 Procuring Officers may, where appropriate, to contact any tenderer in respect of any matter necessary to clarify or supplement its tender in accordance with these Standing Orders and, where applicable, the EU Regulations and any related EU Commission, UK Government, or Scottish Government guidance.

14.2 In order to ensure that there is no distortion of competition, post tender communications undertaken prior to conclusion of the tender evaluation process shall be carried out in a restricted and carefully handled manner. Any amendment to tenders or Contract Documents made as a result of such communications must not go beyond clarifying or supplementing a tenderer's offer unless otherwise permitted under the EU Regulations. It is essential to consider, prior to commencing communications whether the amendments that may be achieved are such that an economic operator excluded from the communications (whether on the list of tenderers or not) could have been unfairly treated and/or could have submitted a better offer.

14.3 In particular, all Procuring Officers shall ensure that all discussions on fundamental aspects of contracts, variations on which are likely to distort competition, and in particular on prices, shall be ruled out during the tender evaluation process.

14.4 In conducting post tender communications during the tender evaluation process, Procuring Officers shall comply with the following additional rules:-

14.4.1 all tenderers must be treated equally and in an open and fair manner;

14.4.2 tenderers must not be permitted to amend their bids in a manner that allows them to improve their offer unless otherwise permitted

under the EU Regulations;

14.4.3 post tender communications must not be carried out in such a manner as to leave the Council open to charges of acting anti-competitively;

14.4.4 where any factor giving rise to post tender communications is not specific to one tenderer, all tenderers must be invited to participate in such communications;

14.4.5 there must be no material change to the specification(s) and/or criteria on which tenders are to be assessed;

14.4.6 if it becomes apparent that a material change is required, the tendering process must be recommenced with a revised specification or evaluation criteria;

14.4.7 the Procuring Officer must keep written records of all meetings with contractors and these must include the following details:-

- who was present from the Council (always more than one officer) and from the tenderer;
- the date, time and location of any meeting; and
- the nature of the discussion and the outcome (it would be advantageous if both parties can confirm agreement of the accuracy of this record);

14.4.8 if in doubt at any stage in the process, the Procuring Officer must seek advice from the Director of Governance and Solicitor to the Council and the Head of the Corporate Procurement Unit, as appropriate.

14.5 Upon conclusion of the tender evaluation process and selection of the successful candidate, any further communication with the successful candidate must be in compliance with the EU Regulations, the 2014 Act and any related EU, UK or Scottish Government guidance.

PART III: Standing Orders Relating to Social Care and Housing Support Contracts

15. Interpretation/References

In this Part III, unless the context requires otherwise the terms set out below shall have the following meanings.

'Care Inspectorate' means the body and registration authority constituted as Social Care and Social Work Improvement Scotland in terms of the Public Services Reform (Scotland) Act 2010.

'Care Home Service' means residential accommodation with or without nursing care that the Council is obliged to provide or to secure the provision of in terms of either section 13A or section 12 of the Social Work (Scotland) Act 1968, respectively.

'Centre' means those parts of Health and Social Care Partnership functions that are not based in a Locality

'Centre-based Commissioning Staff' means Procuring Officers based at Health and Social Care Partnership Centre who commission services and award Social Care and/or Housing Support contracts.

'Chief Officer' means the Glasgow City IJB member of staff appointed in terms of section 10 of the PB(JW)(S)A 2014 who has delegated operational responsibility for the delivery of Integrated Services.

'Commissioning Officer' means any officer approved by the Council to conduct purchasing exercises.

'Contract Documents' means the invitation to tender for or to negotiate a contract, the descriptive document (if any), the proposed conditions of contract, the specification of the services required by the Council and all supplementary documents.

'Contract Management Framework' means the framework adopted by the Council to manage purchased care and support services across client groups.

'Contracts and Property Committee' shall bear the interpretation ascribed by Part 1.

'Council Website' shall bear the interpretation ascribed by Part I.

'Direct Payment' means a payment by a local authority under Option 1 of Section 4 of the Social Care (Self Directed Support) (Scotland) Act 2013 for the purpose of enabling that person to arrange for the provision of support by any other person including the Council.

'Health and Social Care Partnership' or 'HSCP' means the operational structure designed further to the Integration Scheme to ensure the delivery of

Integrated Services.

'Host Authority' means a local authority area, not being the Council's own, in which a particular service is based and into which the Council has placed or intends to place a person assessed as needing such a service.

'Housing Support' means support of the type described in the Housing (Scotland) Act 2001 (Housing Support Services) Regulations 2002, which is primarily intended to assist a person to live as independently as possible in the community; and **'Housing Support Contract'** means any contract entered into to purchase or facilitate the purchase of such support.

'HSCP Executive Group' means the weekly business meeting chaired by the Chief Officer or authorised delegate

'Integrated Services' means the services identified as such in the Integration Scheme.

'Integration Scheme' means the document prepared and approved under the PB(JW)(S)A 2014 setting out the integration arrangements for the strategic planning and operational delivery of certain health and social care services.

'Locality' means any of the three Health and Social Care Partnership teams located respectively in the South, North East and North West of the City.

'Looked After and Accommodated Children' means children to whom the Council owes a statutory duty to look after and/or accommodate in terms of the Children (Scotland) Act 1995.

'National Care Home Contract' means the call-off contract negotiated by CoSLA (or by Scotland Excel in the future) and the private and voluntary care home sector for the provision of residential and nursing care for older people, as the same may be amended from time to time.

'Notional Value' means 3 times the most contemporary annual value of a contract.

'Older Adult' means an adult aged 65 years or over.

'PB(JW)(S)A 2014' means the Public Bodies (Joint Working)(Scotland) Act 2014

'Part I' or **'Part II'** or **'Part III'** unless otherwise stated means that part of the Standing Orders.

'Provider' means a Social Care and/or Housing Support provider who is signatory to an existing national or Council framework agreement for Social Care and/or Housing Support under which the Council may procure such services; or a provider from whom the Council is otherwise currently purchasing Social Care and/or Housing Support (and, where the contract permits, includes a potential Provider).

‘Regulated Health or Social Care Contract’ means a contract for health or social care services awarded in terms of the Procurement Reform (Scotland) Act 2014.

‘Regulation and Quality Improvement Authority’ means the body constituted under the Health and Personal Social Services (Quality, Improvement and Regulation) (Northern Ireland) Order 2003.

‘ROPO’ means the Council’s Register of Procurement Officers.

‘Service User’ means a person who has been assessed as having needs that call for the provision of Social Care and /or Housing Support.

‘Social Care’ means care which the Council has the power or duty to provide or secure in terms of Part II of the Social Work (Scotland) Act 1968 and the Chronically Sick and Disabled Persons Act 1970;

‘Social Care Contract’ means any contract entered into to purchase or facilitate the purchase Social Care.

‘1993 Directions’ means the Social Work (Scotland) Act 1968 (Choice of Accommodation) Directions 1993.

16. Preliminary

16.1 This Part III outlines key elements of the Social Care commissioning process, and where appropriate, provides sign-posts to Parts I and II.

16.2 Part III must be followed by all employees or officers who are authorised to commission, Social Care or Housing Support in terms of the Council’s Scheme of Delegated Functions to ensure that an appropriate commissioning route is followed and that matters are referred to the Executive Committee as and when appropriate.

16.3 Whilst the objective of Social Care and/or Housing Support Contracts is to secure and regulate service arrangements to meet the needs of individual Service Users, Commissioning Officers must also meet legal and audit requirements with respect to procurement and the achievement of best value for money. Achieving this balance can cause difficulties. Therefore where a Commissioning Officer is in any doubt about how to proceed, advice from Legal Services and / or Internal Audit should be sought as appropriate.

16.4 Although varying provisions are made in the Standing Orders relative to different thresholds of contract value there is always a requirement to seek competition unless: -

- (a) The contract in question is a call-off contract for a Care Home Service to which the provisions of Standing Order 24 apply; or

- (b) The contract is a Regulated Health or Social Care Contract, in which case Standing Order 17.2 shall apply; or
- (c) Other special circumstances justify the negotiation of a contract or an extension/renegotiation of an existing contract. [See Standing Order 22.1 for procedure]. For example, it is often the case that disruption to a Service User's current service provision will be potentially detrimental to their health and wellbeing and in such cases continuation of their current care and support is paramount.

In relation to 16.4 (b) a ROPO-trained Centre-based Commissioning Staff member requires to consult and obtain Legal Services and Internal Audit, prior written agreement before applying these discretions

Accordingly, towards the end of any contract period, or as part of the review of services or contracts that takes place as part of the Contract Management Framework, re-tendering is only one of several options to be considered.

Legal Services and Internal Audit must be consulted and their approval obtained if the intention is to negotiate or extend an existing contract; and Legal Services must to be instructed if a decision has been taken to terminate an existing contract prior to its agreed term.

The HSCP Executive Group must be advised of all decisions on services after the service review.

- 16.5 Notwithstanding Standing Order 1.1.9 (power of the Council to review the Standing Orders), the Director of Governance and Solicitor to the Council in conjunction with the Chief Officer may amend Part III.
- 16.6 Except where otherwise agreed between the Chief Officer and the Director of Governance and Solicitor to the Council, every contract entered into by the Council in accordance with Part III shall include a clause prohibiting the supplier from assigning or sub-letting the contract without the prior written consent of the Council.

17. Procurement Thresholds for Social Care

17.1 Contracts valued at £615,278 and above (EU Threshold Contracts)

17.1.1 As of 18 April 2016 under the EU- based Public Contracts (Scotland) Regulations 2015 (the 2015 Regulations), Social Care and Housing Support will be classified as Schedule 3 services. Commissioning Officers will therefore be required to adhere to certain requirements prescribed in these Regulations where the total value or Notional Value of the contract is at or above this threshold.

17.1.2 The Commissioning Officer must arrange for a Contract Notice or Prior Information Notice (PIN) to be published in the Official Journal of the European Union (“OJEU”) to alert interested parties to the contracting opportunity, unless there are grounds specified under the Regulations to justify a negotiated procedure without prior publication. (Legal advice should always be obtained in relation to the use of these exceptions).

17.2 Contracts valued at £50,000 or above, but below £615,278 (“Regulated Contracts”)

The procurement of Regulated Contracts is governed by the Procurement Reform (Scotland) Act 2014 (“the 2014 Act”). Although it is not mandatory to advertise Regulated Health or Social Care Contracts, a decision must be made on a case-by-case basis whether to seek offers in relation to the proposed contract or whether to directly award the contract to a particular Provider. In each case regard must be made to the Statutory Guidance made under the 2014 Act (<http://www.gov.scot/Resource/0049/00496919.pdf>). The Best Practice Guidance on the Procurement of Care and Support Services must also be taken into account (<http://www.gov.scot/Resource/0049/00498200.pdf>). When thereafter, the Commissioning Officer wishes to directly award the contract rather than seek offers, the approvals required under Standing Order 22 must be sought and obtained in advance of award. Alternatively, the Chief Officer must,

17.2.1 ensure a degree of advertising in accordance with Standing Order 19.4.2;

17.2.2 be guided by Scottish Procurement Policy Note SPPN 3/2006 (Advertising Contracts that are Exempt from the Scottish Procurement Regulations) or any amendment or re-statement thereof; and

17.2.3 ensure that Best Value is achieved.

17.3 Contracts valued below £50,000

17.3.1 Subject to there being circumstances justifying negotiation with one party, the advertising requirements of Standing Order 19.4.2 shall be followed.

17.3.2 Guidance on the application of Standing Order 17 should be sought from Legal Services.

17.4 Financial Threshold Bandings

The financial threshold bands which apply to the purchase or commissioning of Social Care and/or Housing Support and to whom they

apply are as follows:

Banding	Threshold	Applies To
1.	Total Value < £615,278	Locality and Centre- based Commissioning Staff authorised by the Council's Scheme of Delegated Functions (subject to Contracts and Property Committee approval where the contract value is \geq £500,000)
2	Total or Notional Value equal to and above £615,278 (i.e. the European threshold for contracts for services as at April 2016)	Centre-based Commissioning Staff authorised by the Council's Scheme of Delegated Functions (subject to Contracts and Property Committee approval)

NB The total value is the estimated total value of a contract over its life where an end date is known. Where a contract does not have an end date, the Notional Value is equal to 3 times the most contemporary annual value of the contract and this Notional Value will determine its approval, award and reporting requirements.

18. Purchasing Arrangements below £615,278

18.1 Locality based purchasing

Services should be obtained from the following sources as set out here:

- i a directly provided service;
- ii any national or council framework agreement or other purchasing arrangements as defined by Centre-based Commissioning Staff where applicable;
- iii the purchased services vacancy lists if applicable or
- iv the centralised allocation systems or other lists appropriate to the service as determined by Centre-based Commissioning Staff.

Locality staff must contact respective Centre-based Commissioning Staff for advice prior to obtaining services from the arrangements referred to in options ii, iii and iv.

When a service cannot be obtained from these sources support must be obtained from Centre-based Commissioning Staff to ensure alternative options are considered within the rules governing exceptional

circumstances.

19. Arrangements for Centre-based Commissioning below £615,278

- 19.1 One of the procedures detailed at Standing Order 19.4 may be adopted
- 19.2 Where in exceptional circumstances a Commissioning Officer chooses to adopt an EU tendering procedure, the relevant Standing Orders of Part I must be followed.
- 19.3 Once an EU tendering procedure has been embarked upon, the relevant requirements of the EU Regulations will apply in their entirety.

19.4 Selection Procedures Alternative to EU Procurement

19.4.1 Contact with Providers on Required Services

In the lead up to letting a contract for Social Care and/or Housing Support and as part of market testing, idea and data-gathering, the Chief Officer shall have discretion prior to advertisement and commencement of a formal tender process to invite to a presentation any Provider that he or she considers might be able to assist the HSCP, at which presentation the Chief Officer or their nominee shall provide information about the proposed service. Care must be taken to ensure that any such Provider shall not, by virtue of their attendance or assistance provided, be given an advantage over any other party in any formal tender process for the award of any contract. Any information relating to the tender process made available to or by any such Provider shall be on the express condition that it will similarly be made available to any other party that participates in the tender process.

19.4.2 Open Advert

The Chief Officer or their nominee may invite applications from Providers to be included in a tender exercise and having chosen to do so shall at least post notice on the Council Website, the Public Contracts Scotland Portal and if the Chief Officer considers it appropriate, in at least one newspaper circulating in Glasgow, or in at least one trade journal or other media. The notice should allow interested parties no less than 14 days from the date of the publication of the notice to apply to be included in the tender exercise. The notice shall describe the nature and purpose of the contract outlining the criteria to be used in evaluating tenders and state the place, date and time for the delivering of tenders. The tendering procedure in Standing Order 7 shall be applicable to this procurement route.

19.4.3 Framework Lists

The Chief Officer or their nominee may invite Providers from a relevant framework agreement to tender for business under the framework agreement or may if the framework agreement allows, directly award business to a particular Provider. Each framework agreement will have its own rules regarding the different methods of allocating business and legal advice should be sought regarding the appropriate selection route in each case.

20. Arrangements for Centre-based Commissioning at £615,278 and above

20.1 As Social Care and Housing Support valued at £615,278 and above are Schedule 3 services in terms of the EU Regulations, Commissioning Officers are required to adhere to certain requirements prescribed in the EU Regulations. Refer to paragraph 17.1.

21. Tendering Procedure for all Social Care and/or Housing Support Contracts - Submission, Opening, Evaluation, Notification, Final Award and Reporting

The Council's default position is to use electronic tendering processes. In the unlikely event an electronic route is not possible the following orders apply.

The following Standing Orders 21.1 – 21.2 apply to non-electronic procurement. If electronic procurement is to be used, Standing Order 7 must be followed.

Other contracts associated with the delivery of Social Care and/or Housing Support but not defined as Social Care under EU categorisation (for example research or training) must be procured under Standing Orders Part I and Part II.

21.1 Submission

21.1.1 Invitations to tender and tender documents must:-

- (a) State the nature and purpose for which tenders are invited;
- (b) State the date (the return date) and time (usually 12 noon) and location for the delivery of the completed tenders;
- (c) State that tenders received after the closing date and time specified in the tender documents, or delivered to a place other than the location specified, shall not be considered;
- (d) Specify the period during which tenders must remain open for acceptance (i.e. in all cases a minimum of 120 days);

- (e) State that the Council reserves the right to accept other than the lowest price or most economically advantageous tender or to accept no tender at all;
- (f) Set out the criteria and sub-criteria (with associated weightings), which will be used in evaluating tenders.
- (g) Where there is more than one evaluation criterion to determine the Most Economically Advantageous Tender and weighting is not possible for objective reasons, the evaluation criteria shall be set out in decreasing order of importance in the Contract Documents.
- (h) Include all Tender Certificates including a Tender Offer page with provision for
 - the total price (where appropriate)
 - a signature by an authorised signatory of the Provider, and
 - where the Provider is a company, its registration number;
- (i) State that no tender shall be received except in a sealed envelope (bearing the words “Tender for”), followed by the name and number of the contract to which it relates and the name or other description of the tenderer; and
- (j) Include an appropriate Social Care and/or Housing Support Contract.

21.1.2 Late Tenders

21.1.2.1 Subject to Standing Order 21.1.2.2 below, no tender shall be considered for acceptance unless it is received at the specified location by the date and time prescribed in the Contract Documents.

21.1.2.2 Where there are exceptional circumstances outwith the reasonable control of the tenderer, and the Director of Governance and Solicitor to the Council determines that such circumstances justify receiving the tender for consideration, then that tender shall not be deemed late even if it was not received at the specified location by the prescribed date and time.

21.1.2.3 Late tenders must remain unopened. The tenderer must be advised as soon as possible that if the late tender is not uplifted within 14 days it will be destroyed. Where there is any question as to whether or not a tender has

been received late, the express approval of the Director of Governance and Solicitor to the Council shall be required to admit the tender for consideration.

21.1.2.4 Any tender submitted to an address other than the location specified in the Contract Documents must remain unopened. The tenderer must be advised as soon as possible that if the tender is not uplifted within 14 days it will be destroyed.

21.2 Manual Tender opening

21.2.1 Officer presence

Manual hard copy tenders for contracts shall be opened by relevant authorised officers of the Council at least one of whom shall be at a salary grade not lower than Grade 9.

21.2.2 Disqualification

21.2.2.1 Mandatory Disqualification

The following tenders must not be considered for acceptance:-

- (a) Late tenders (subject to Standing Order 21.1.2.2 above).
- (b) Tenders submitted to the wrong location (subject to Standing Order 21.1.2.2 above).
- (c) Tenders submitted in whole or in part in pencil.
- (d) Tenders submitted by fax.
- (e) Tenders submitted by email.
- (f) "Copy" tenders.

21.2.2.2 Qualified Tenders

Any tender which attempts to qualify any terms or conditions in the Contract Documents may be disqualified. Where a Procuring Officer considers that it would be appropriate to disqualify such a tender he or she shall consult the Director of Governance and Solicitor to the Council who will decide, in consultation with the Executive Director of Finance where necessary, whether the tender shall be disqualified.

21.2.2.3 Where a Tender does not include one or more of the required certificates, duly completed, the relevant Tenderer must be contacted and requested to provide the required certificates by 12:00 noon on the second working day following the opening of tenders. If the missing or completed certificates have not been provided within that timeframe, the tender shall then be disqualified.

21.2.2.4 Where an officer considers that it might be appropriate to disqualify a tender for reasons not set out elsewhere in Standing Order 21.2.2 above he/she must consult the Director of Governance and Solicitor to the Council, whose decision will determine the issue.

21.2.3 Information to be endorsed on the Tender Documentation

The date and time of opening should be endorsed on the tender record sheet by the more senior officer present. Both authorised officers must sign the tender record sheet. Both authorised officers will initial and date each tender opened and where applicable the total price/value pages including all the required certification.

21.2.4 Tender Destination

Staff authorised by the Director of Governance and Solicitor to the Council shall advise the appropriate officers of the Health and Social Care Partnership when tenders have been opened.

On instruction from Legal Services, the Health and Social Care Partnership will arrange to uplift the opened tenders for evaluation together with the original tender record sheet, which must be retained by the Chief Officer.

21.3 Evaluation

Standing Orders 8.1 and 14 must be followed regarding post tender communications.

21.4 Notification

21.4.1 Subject to Standing Order 21.4.2 below, Standing Order 8.2 must be followed.

21.4.2 References to contract values in Standing Order 8.2 shall be read as total or Notional Value for Social Care and/or Housing Support Contracts; and letters referred to at Standing Order 8.2.5 shall be in the form prescribed to support the procurement journey as part of the Council's procurement strategy.

21.4.3 No acceptance shall be issued except on written confirmation by the Chief Officer below that the necessary clearances have been obtained where required, in compliance with the relevant Standing Orders; or that they will be addressed by way of suspensive conditions in the contract.

Such clearances include:-

i) From the Chief Officer

- (a) Confirmation that any relevant resource transfer has been effected by the relevant Health Board to the Council.
- (b) Confirmation that planning consent and/or a building warrant if required, have been obtained.
- (c) Confirmation that the economic and financial standing of the successful Provider has been investigated and found to be satisfactory.

N.B. For Care Home Service contracts, assessment of economic and financial standing is required from the Executive Director of Finance

ii) From the Executive Director of Finance

Confirmation that necessary insurance is/will be in place prior to the commencement of the contract or at whatever stage the Executive Director of Finance considers appropriate.

iii) From the Director of Governance and Solicitor to the Council

Where commencement of the contract depends upon the Council acquiring or leasing heritable property, written clearance/confirmation from the Director of Governance and Solicitor to the Council that missives for the acquisition or lease have been concluded and entry is available.

iv) Contracts with a Total or Notional Value of up to the relevant European procurement threshold for services contracts

Confirmation that the Director of Governance and Solicitor to the Council is satisfied with the terms and conditions of the contract.

v) From the Contracts and Property Committee

Confirmation that a minute of the Contracts and Property Committee approves any contract with a total or Notional Value of greater than £500,000

21.5 Final Award of Contracts**21.5.1 Purchasing Exercises**

Contracts, irrespective of total value up to the level that require Contracts and Property Committee approval, may be awarded by a Locality or Centre based Commissioning Staff member of the Health and Social Care Partnership operating under the Council's Scheme of Delegated Functions.

21.6 Recording and Reporting**21.6.1 Procurement exercises**

For exercises conducted by Commissioning Officers the relevant Officer will be responsible for retaining all information about procurement exercises up to a Notional Value of £500,000 for audit purposes. This information will include the reasons for choosing the successful Provider and evidence of any tenders or quotations.

21.6.2 Procurement exercises above a Notional Value of £500,000

These exercises will be conducted within the rules set out in the Council's Corporate Procurement Manual and require Contracts and Property Committee approval

21.7 Record of tenders

A record of tenders (the tender record sheet) shall be kept by the Chief Officer and shall include:

- (a) Date of issue of tender documentation;
- (b) Date and time for return of tenders;
- (c) Names of all parties who were sent Contract Documents;
- (d) Date and time of receipt of tenders (including late tenders);
- (e) Tender amount if ascertainable (or indicative value where rates used);
- (f) Date of acceptance and amount accepted (if ascertainable).
- (g) Note in comments box of reason(s) for declining to tender if known.

All declines must remain on the tender record sheet for auditing purposes.

For contracts with a total or Notional Value at or above the relevant EU threshold value for contracts for the provision of services the tender record sheet must be passed to the Director of Governance and Solicitor to the Council prior to the tender return date to allow Legal Services to complete sections (d)-(e) and (g).

21.8 Retention and Return of Documentation

(a) Successful tender

Except for the contract which must be retained in the Legal Services deed safe, the successful tender and all other relevant documentation must be retained by the Health and Social Care Partnership for the duration of the contract and archived thereafter for not less than 5 years in accordance with the provisions of paragraph 2.13 of the Corporate Procurement Manual

(b) Unsuccessful tenders

In respect of unsuccessful tenders, the Health and Social Care Partnership will retain the tender sheet containing the total price.

At the discretion of the Chief Officer, the unsuccessful tenders may be retained for a period of not less than 6 months following which time they may be destroyed.

21.9 Contract Award Notices

(a) Where the value of the awarded contract is valued at £615,278 or above a Contract Award Notice must be published in the OJEU regardless of whether a PIN or Contract Notice have been published. Contract Award Notices may be grouped together on a quarterly basis and sent to OJEU within 30 days of the end of each quarter or sent individually within 30 days of the relevant award. Advice on this procedure may be obtained from the Corporate Procurement Unit.

(b) Where the awarded contract is a Regulated Health or Social Care Contract the Chief Officer will require to publicise the award on the Public Contracts Scotland website.

22 Negotiated and Extended Contracts

22.1 Where the Chief Officer considers in relation to any Health or Social Care services requirement that there are circumstances:-

(a) Which justify negotiation of a new contract without advertisement

or prior publication; or

- (b) Which justify the extension/modification of an existing contract with any Provider,

the Chief Officer will prepare a written report recording the specific circumstances which justifies negotiation with one party/extension of an existing contract. This report will be submitted to the Director of Governance and Solicitor to the Council and Executive Director of Finance.

Where the contract has a total or Notional Value below £500,000, the written approval of the Director of Governance and Solicitor to the Council and Executive Director of Finance will be sufficient to permit the negotiation and or extension, subject to any conditions that these Directors may impose.

Where the contract has a total or Notional Value of or above £500,000, the Chief Officer must obtain approval from the Contracts and Property Committee prior to the contract being awarded.

If the total or Notional Value of the negotiated contract or extension is above the relevant EU threshold value prescribed in Standing Order 3.1 for contracts for the provision of services, the Chief Officer will require to publish a Contract Award Notice in OJEU as described in Standing Order 21.9 above.

23. Providers

23.1 The Chief Officer shall ensure that each Provider with whom the Council intends to contract is a suitable person/organisation/company to provide Social Care and/or Housing Support by ensuring that he/she/it:

- (a) is where applicable, the holder of a current and valid Certificate of Registration from the Care Inspectorate as Registration Authority in terms of the Public Services Reform (Scotland) Act 2010;
- (b) has produced satisfactory evidence to the Chief Officer regarding his/her/its economic and financial standing; insurance arrangements; legal capacity and health, safety and environmental procedures;
- (c) has the professional or technical capability to provide the services required under the contract under which the council intends to purchase services; and
- (d) has confirmed in writing that he/she/it will enter into a contract with the Council, should the Council purchase services from the Provider.

23.2 No party shall be excluded from, or included from entering into a contract by reason of consideration of non-commercial matters within the meaning of Section 17 of the Local Government Act 1988 or any statutory modification or re-enactment thereof. Legal Services should be contacted in cases of doubt about the applicability of this Standing Order.

24. Care Home Contracts

A. Services for Adults and Older Adults

24.1. Homes for Adults and Older Adults in the UK but outwith Scotland

Where the Council wishes to make a placement in a care home establishment in England, Wales, Northern Ireland, any of the Channel Islands or the Isle of Man, in accordance with Section 5 of the Community Care and Health (Scotland) Act 2002 it is required to do so in accordance with the Community Care (Provision of Residential Accommodation Outwith Scotland) (Scotland) Regulations 2015 (“the 2015 Regulations”) and Scottish Government Circular CCD1/2016.

The Chief Officer may enter into a contract directly with the Provider on similar terms to the National Care Home Contract amended as appropriate by the Director of Governance and Solicitor to the Council, subject to:

- (a) the contract being an “appropriate establishment” as defined in the 2015 Regulations;
- (b) the Provider being the holder of a current and valid Certificate of Registration under the Health and Social Care Act 2008; or being registered with the Regulation and Quality Improvement Authority in Northern Ireland as appropriate; and
- (c) the placement being in compliance with the 1993 Directions.

B. Services for Adults in Care Groups other than Older Adults

24.2 Homes for adults in care groups except Older Adults within the Glasgow Area

The Chief Officer shall enter into contractual arrangements with a Provider of Care Home Services on satisfactory terms subject to:-

- (a) The Provider being the holder of a current and valid Certificate of Registration from the Care Inspectorate as Registration Authority in terms of the Public Services Reform (Scotland) Act 2010;
- (b) The Provider having produced to the Council satisfactory evidence regarding his/her financial standing, insurance arrangements and legal status; and

- (c) Placement should be made only with the prior written agreement of Legal Services and Internal Audit and following conclusion of the contractual arrangements.

24.3 Homes for adults in care groups except Older Adults within Scotland but outwith Glasgow

Where the Council wishes to make a placement in a care home for adults, which is in Scotland but outwith the area of the Council the Chief Officer shall enter into a contract with the Provider of the service on satisfactory terms, subject to receiving confirmation from the Host Authority that:

- (a) the Provider holds a current and valid Certificate of Public Services Reform (Scotland);
- (b) the placement is in compliance with the 1993 Directions; and
- (c) the Host Authority (being the authority in which the individual is placed) has no issues with the quality or standard of the service being provided.

25. Services outwith the Glasgow area

25.1 Where the Council wishes to put in place an arrangement to provide an individual care package at a location outwith the Glasgow area the Chief Officer or their nominee shall:

- (a) With the consent of the Host Authority, utilise any list of Providers approved by the Authority for the relevant category of service provision, to identify a Provider with whom to contract for the Services; and use the Host Authority rate;
- (b) Where such a list does not exist within the Host Authority's area, the Chief Officer or their nominee will liaise with the Authority to ascertain which Providers are already operating in the area with a view to:
 - i) using this list as an equivalent to the list of Providers; and
 - ii) negotiating directly with a suitable Provider for the service package in question.

25.2 Supported Living Placements outwith Glasgow for adults in care groups except Older Adults

Where the Council has effected a placement outwith the Glasgow boundary and

- (i) the Provider ceases to provide the service; and
- (ii) there is a continuing need for a service to be provided to the service user referred by Glasgow City Council; and

- (iii) the Host Authority is carrying out a tendering exercise to replace the service provision for another supported living service, then

the Council will, with the agreement of the Host Authority, put arrangements in place with the successful Provider, which failing the Council shall enter into negotiations with the successful Provider for it to provide the service. If for whatever reason this is not possible the Council shall seek to identify a suitable Provider with whom to contract for the services and the Chief Officer shall:

- (a) seek the consent of the Host Authority to utilise any list of Providers approved by the Host Authority for the relevant category of service provision; or
- (b) where such a list does not exist within the Host Authority area, the Chief Officer will liaise with the Authority to ascertain which Providers are already operating in the area with a view to:
 - (i) using this information as an equivalent to a list of Providers; or
 - (ii) negotiating directly with a suitable Provider for the service package in question.

26 Residential Placements for Looked After and Accommodated Children

- 26.1 Where there arises an unforeseen and urgent requirement to place a child in residential care and no suitable vacancy exists with a Provider, Locality or Centred based Commissioning Staff of the Health and Social Care Partnership operating with the appropriate delegated authority shall be permitted to place the child with another Provider so long as he or she has satisfied the Chief Officer that the Provider is appropriately registered with the Care Inspectorate and where the placement is outside Glasgow, that the Host Authority has no concerns regarding the Provider.
- 26.2 Where Standing Order 26.1 has been utilised the placement must be regularly reviewed by on-site visits; the Provider's satisfactory insurance provision and economic financial standing must be confirmed; and a contract on terms satisfactory to the Director of Governance and Solicitor to the Council must be put in place.
- 26.3 The Director of Governance and Solicitor to the Council and Executive Director of Finance must be notified on a quarterly basis of all instances where Standing Order 26.1 has been utilised.

27 Resource Transfer from Health Authorities

- 27.1 Where agreement has been reached between the Council and any relevant Health Board for the transfer of resources, whether in cash or

otherwise from one party to the other, then the Director of Governance and Solicitor to the Council shall enter into a contract with the relevant Health Board for the transfer of those resources without the requirement for Executive Committee approval, subject to:-

- (i) The contract in question being for the transfer of resources to the Council for the provision by the Council of Social Care and/or Housing Support services and for no other purpose; and
- (ii) The Chief Officer advising the Contracts and Property Committee at annual intervals of the amount of resources so agreed.