



Decision Making Arrangements and Procedures

Supporting Documentation Pack

**To be submitted for approval to the
meeting of Lanarkshire Valuation Joint Board
to be held on Monday 27 June 2022**

Section 1	Standing Orders on Procedures
Section 2	Standing Orders on Contracts
Section 3	Scheme of Delegation
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Standing Orders on Procedures

**Submitted to the meeting of Lanarkshire Valuation Joint Board on
Monday 27 June 2022**

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Lanarkshire Valuation Joint Board Standing Orders on Procedures

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Lanarkshire Valuation Joint Board

Standing Orders on Procedures

Interpretation

The Interpretation Act 1978 will apply to these Standing Orders.

Definitions

The following words and expressions have the meanings shown next to them.

The Board -	the Lanarkshire Valuation Joint Board incorporated under The Valuation Joint Boards (Scotland) Order 1995. The main office is at the offices of South Lanarkshire Council, Almada Street, Hamilton		
Sub-Committee -	a duly appointed committee of the Board exercising specific functions on behalf of the Board.		
Constituent authorities -	the local authorities represented on the membership of the Board as follows:-		
	North Lanarkshire Council	-	8 members/8 substitutes
	South Lanarkshire Council	-	8 members/8 substitutes
Lead Authority -	South Lanarkshire Council acting administratively on behalf of the constituent authorities		
Convener -	the member elected from among the representatives of the constituent authorities to preside at Board meetings as chair.		
Depute Convener -	the member elected from among the representatives of the constituent authorities to preside at Board meeting as chair in the absence of the Convener.		
Clerk -	the chief administrative officer of the Board, being the Chief Executive of South Lanarkshire Council or any other authorised official representing him or her or acting on his or her behalf.		
Treasurer -	the chief financial officer of the Board, being the Executive Director (Finance and Corporate Resources) of South Lanarkshire Council or any other authorised official representing him or her or acting on his or her behalf.		
Minutes -	a summary of business at Board meetings		

1 The first meeting after the election

In an election year for the constituent authorities, the lead authority will call the first meeting of the Board for the earliest date within normal meetings cycle (see 2 below). At this meeting, the Board will

- (a) elect a Convener of the Board from among members appointed by the constituent authorities;
- (b) elect a Depute Convener of the Board. The Depute Convener must not be a member of the same authority as the Convener.
- (c) appoint a chairperson and members for any sub-committee of the Board; and
- (d) deal with any business.

2 Ordinary meetings

Unless the Convener or Depute Convener decides otherwise, ordinary meetings of the Board will be held every first Monday of every third month commencing in March of each calendar year. Recess periods within the constituent authorities and public holidays will be taken into account.

3 Special meetings

A special Board meeting can be called at any time:-

- (a) by the Convener, or
- (b) if at least $\frac{1}{4}$ of the members demand a meeting on a specific urgent matter.

A meeting will be held within 14 clear days from when the Clerk receives a written request from at least $\frac{1}{4}$ of the members

4 Notice of meetings

- (a) At least 3 clear days before a Board meeting the following must happen.

- ◆ The Clerk must publish the time and place of the meeting at South Lanarkshire Council's offices. In the event that the meeting is being held on a virtual/hybrid basis, details on how to access the meeting will be included on the Lead Authority's website. If the meeting is held at short notice, these will be published straight away. If the meeting is called by Board members, the notice must be signed by those members and must set out the business they want to deal with.
- ◆ Every Board member and substitute member (for information only) must be sent an electronic summons. The summons must set out the business that will be dealt with.

- (b) Any summons must give a note of the business and the proposed order for dealing with business at the meeting. The Board cannot deal with other business unless someone brings it before the Board as a matter of urgency under the following paragraph. If a meeting is called by Board members, the Board can only deal with the business listed in the members' request.

- (c) If business has not been specified in the summons, it can only be dealt with at the meeting if the Convener of the meeting rules that there are special reasons why it is urgent. The Board must know about the item at the start of the meeting when we decide on the order of business
- (d) If any Board member or substitute member does not receive a summons, the meeting will still be valid.
- (e) Members of the public and press can get electronic copies of the agenda for the Board meeting at least 3 clear days before the meeting. Subject to any Government guidelines/restrictions or safe systems of work, hard copies will be available to view at the offices in Almada Street, Hamilton. This will not be the case if the meeting is called at short notice. If this is the case, the public and press can get copies when the meeting is called. If an item of business is added to the agenda, the public and press can get copies at that time. Copies of the notice will be formally issued to the Chief Executive of North Lanarkshire Council at the time of issue to members.

5 Convener

- (a) The Convener will chair the Board meeting if he or she is present.
- (b) If the Convener is not at the meeting, the Depute Convener will chair it. If the Convener and Depute Convener are not at the meeting, another member of the Board, chosen by the members will chair the meeting.

6 Members

Those members of the constituent authorities nominated by each authority to serve on the Board shall be entitled to attend meetings. Should any member be unable to attend on the relevant day, he or she may arrange for a substitute member also nominated by each constituent authority to attend in his or her place. Only nominated substitutes may attend. Each constituent authority shall determine the length of time during which their members shall continue to serve on the Board.

7 If there are not enough members present - Quorum

If, 10 minutes after the time appointed for a meeting or at any stage during the meeting, the Convener finds that there are fewer than $\frac{1}{4}$ of the members present (ie 4), the meeting will be adjourned until the time or day that the Convener decides.

8 Letting in the public and press

- (a) Every Board meeting will be open to the public and press unless it says otherwise anywhere in these Standing Orders.
- (b) Anybody may be kept out of the meeting to prevent or stop disorderly behaviour. Any member of the public may be kept out of a meeting or be forced to leave if they are preventing the Board from carrying out its work. If a member of the public interrupts any meeting, the Convener may warn that person. If they continue to interrupt, the Convener may order the person out of the meeting. If there is a disturbance in any part of the meeting room that is open to the public, the Convener may order that part of the room to be cleared.

- (c) The public and press will be kept out of a Board meeting if an item of business is confidential. We do not have to give out confidential information under the Local Government (Access to Information) Act 1985.
- (d) The Board may decide to keep the public and press out of a meeting if an item of business is defined as 'exempt' in the Local Government (Access to Information) Act 1985.
- (e) No unauthorised sound, film, videotape, digital or photographic recording of the proceedings of any meeting shall be made.

9 Order of business

The business of ordinary Board meetings will take place in an order to be determined by the Clerk, in consultation with the Convener

10 The powers and duties the Convener has

The Convener's role is to ensure that the agenda business is properly dealt with and clear decisions are reached. There is a responsibility to ensure that the views and opinions of all participants at the meeting are allowed to be expressed and that they contribute to the outcomes of the meeting. Members present at the meeting share the responsibility for the proper and expeditious discharge of business and the role of the Convener requires to be supported and respected.

The Convener's decision is final. When he or she speaks, any member talking to the meeting must stop. The clerk, on the instructions of the Convener, will mute any attendee who does not cease speaking. The Convener must keep order and ensure the proper and timely conduct of the meeting which can sometimes mean expediting the business and reaching a decision on the fairness and sufficiency of debate. He or she will make a final decision on all matters that come up at meetings and the points at which conclusions should be reached.

If 2 or more members want to speak, the Convener will decide who will speak first. If there is disorder, the Convener may adjourn the meeting to another time. In these circumstances, simply leaving the chair will adjourn the meeting. If the Convener raises both hands simultaneously, this shall have the same effect. All members shall cease speaking. The clerk, on the instructions of the Convener will mute any attendee who does not cease speaking.

The Convener may make a statement at the start of the meeting on any Board matter.

11 Adjourning meetings

- (a) The meeting can be adjourned for a reasonable time. This will be done if:-
 - ♦ the Convener says so
 - ♦ a member proposes it, another seconds it and the members vote in favour of it. There will be no amendments or discussion, and
- (b) Nobody can make a second motion to adjourn the meeting within half an hour except the Convener. If he or she does this, it will be dealt with immediately.

12 Order of debate

A member who wants to speak will get the Convener's attention and will talk to him or her. The member will speak directly about the motion or amendment that is being proposed, seconded or discussed. No member can speak more than once on any subject that is being discussed, except for a point of order with the Convener's permission. However, the person who proposes a motion can reply. A member who is speaking when a question of order is raised will stop speaking until the Convener has dealt with the question of order.

13 Length of speeches

If a member proposes or seconds a motion or amendment, he or she cannot speak for longer than 5 minutes. All other speakers cannot speak for more than 3 minutes.

The member who proposes the original motion can speak for up to 5 minutes when he or she replies to any comments. But he or she cannot add anything new into the debate. After that, the discussion will finish and the Convener will put the question to the vote.

14 General conduct

- (a) Members are accountable for their own individual conduct in meetings at all times in terms of the Councillors' Code of Conduct and associated regulations and guidance as issued by the Standards Commission for Scotland
- (b) The Convener may rule on the acceptability of language used during the course of the meeting and take appropriate action as necessary, including withdrawal of a remark, requiring an apology, or other action required to allow the meeting to properly proceed. In the event of persistent misconduct of a member by disregarding the ruling of the Convener, or behaving improperly or offensively or using unbecoming language, or wilfully obstructing the business of the meeting, the Convener may take any of the following courses either separately or in sequence: (1) direct the member to refrain from speaking during the remainder of the debate on the matter under discussion; (2) adjourn the meeting for such period as seems expedient to the Convener; and (3) in the event of general disturbance which in the opinion of the Convener renders the due and orderly despatch of business impossible, the Convener may, in addition to any other power vested in him/her, without the question being put, suspend the meeting for such period of time that he/she considers expedient.
- (c) if any member at the meeting behaves offensively or is uncooperative, a motion may be proposed and seconded to suspend the member for the rest of the meeting. If the motion is carried, the member must immediately leave the meeting. There will be no discussion of the motion and no changes to it.

15 Changing a decision

A decision made by the Board cannot be changed within 6 months unless the Convener rules that there has been a material change of circumstances.

16 Questions

- (a) At any Board meeting, a member can ask the Convener a question about any relevant business not already on the agenda for the meeting. The member must have given the question to the Clerk 15 clear days before the meeting.

- (b) A member can ask the Convener a question about any matter which is on the agenda for that meeting without giving any notice.
- (c) If the Convener rules that the question is out of order, the question will not be answered.
- (d) There will be no discussion about any questions or answers brought in this way.

17 Giving notice beforehand on a matter which members want the Board to consider

If a member wants the Board to consider a matter, he or she must put it in writing. They must then sign it and get another member to sign it as well. If the Clerk does not receive this at least 15 clear days before the meeting, the matter will not be on the agenda for the meeting and will not be dealt with at the meeting. The members who put the motion forward must move it at the meeting or someone must do it for them. If nobody puts the motion forward, it will be considered withdrawn.

18 Motions: procedures

- (a) All motions and amendments must be proposed by someone and seconded by someone else. If the Convener thinks it is appropriate, the motion must be put in writing and handed to him or her before any vote is taken. If the motion is to approve or disapprove a motion, it does not have to be put in writing. Amendments or motions that propose that a report be considered again and motions and amendments that are fully set out in the Board minutes also do not need to be in writing.
- (b) Every amendment must be relevant.
- (c) The person who proposed a motion or amendment can withdraw it if he or she gets permission from the person who seconded it.
- (d) A motion to approve a report or minutes before the Board will be considered as an original motion. Any motion that involves changing or rejecting a report or minutes will be treated as an amendment.
- (e) The chair of a sub-committee will have the right to move the approval of a report or the minutes of the sub-committee.
- (f) Motions or amendments that are not seconded will not be discussed or put into the minutes. But the person who proposed it can have his or her disapproval recorded in the following way "Councillor X, as the mover of a motion or an amendment which failed to find a seconder, asked that his or her dissent be recorded".

19 How motions must be presented

If a motion and two or more amendments have to be dealt with, the last amendment to be put forward will be put against the amendment immediately before it. The amendment which is successful will be put against the next amendment and so on until only one amendment is left. This amendment will be used against the original motion and a vote then taken.

20 Entitlement to vote

All serving members of the Board will have the right to vote on motions and amendments put before the Board. This right will also apply to all nominated substitute members. No other person attending the meeting will have a right to vote.

21 Method of voting

(a) The Board may vote on any matter by:-

- ◆ using the electronic voting system
- ◆ calling the roll of members
- ◆ a show of hands, or
- ◆ a ballot.

The Convener will decide which method is appropriate.

Any member can object and ask for a vote to be taken by calling the roll. If at least 1/3 of the members present agree, then the vote will be taken by roll call.

- (b) Unless the law or these Standing Orders say otherwise, all questions will be decided by a majority of the members present and voting.
- (c) If there is an equal number of votes, the Convener will have the deciding vote.

22 Members who have an interest in any matters – declaration of interests

(a) In line with the requirements of The Councillors' Code of Conduct, any members with a financial or non-financial interest in any matter which is to be considered must declare the interest as soon as practicable at the meeting where that interest arises and, subject to the exception highlighted below, leave the meeting while the item of business is being considered. The fact that the member has declared an interest and left the meeting will be recorded in the minutes of the meeting.

(b) The exception to the above relates to general dispensations issued by the Standards Commission for Scotland in respect of members who are:-

- ◆ council house tenants
- ◆ members of certain outside bodies

It is considered that the public interest would be served if members were allowed to participate in discussion and voting on these matters in line with the criteria detailed in the Dispensations Note to Local Authorities in Respect of Financial and Non-Financial Interests.

(c) The oral statement of declaration of interest should identify the item or items of business to which it relates. The statement should begin with the words "I declare an interest" and be sufficiently informative to allow those present at the meeting to understand the nature of the interest.

23 Voting arrangements for vacancies

If there is a vacancy and there are only 2 candidates, a vote will be taken. The 1 with most votes will be appointed.

If there are more than 2 candidates, a vote will be taken. Each member can only vote for 1 candidate. If 1 candidate receives more votes than the others put together, that candidate will be appointed. If no candidate receives a majority, the candidate with the fewest votes will drop out. In the next vote, the same procedure will apply again until 1 of the candidates has more votes than the others put together. If, on the vote between the final candidates or between 2 or more candidates at the bottom of the list, there is an equal number of votes, the Convener will have a deciding vote.

24 Holder of the Common Seal

The Common Seal of the Board will be kept by the Head of Administration and Legal Services, Finance and Corporate Resources, South Lanarkshire Council, who will be responsible for it.

25 Receiving views from representatives

- (a) The Board and its sub-committee(s) will hear the views of representatives from organisations or groups with whom the Board deals.
- (b) Anyone who wants to present their view must apply in writing and it must be signed by a representative of the organisation or group. This application must include details of the matter to be discussed. The representatives must deliver the application to the Clerk at least 15 clear days before the date of the meeting. Notice about the application will be put on the agenda for the meeting. It will then be up to the meeting to decide whether to hear the representatives.
- (c) Unless the Board agrees otherwise, there cannot be more than 3 representatives from any organisation or group.
- (d) When representatives from an organisation or group are heard, members can ask them questions. Members must not give an opinion or discuss the business until the representatives have finished talking about their case. The representatives only have to leave the meeting if the matter is confidential or exempt in terms of the Local Government (Access to Information) Act 1985.

26 Changes to Standing Orders

These Standing Orders can only be suspended, changed or abolished at a Board meeting if 2/3 of the members at the meeting agree.

27 Sub-Committees, Panels and Working Groups

The Board can appoint sub-committee(s), Panel(s) and Working Group(s) and set out their powers and duties. The members will hold office until the next time councillors are elected.

28 Ending office

Anyone who stops being a member of the constituent authorities will also stop being a member of the Board.

29 The powers and duties of the Sub-Committees, Panels and Working Groups

- (a) Depending on the law and these Standing Orders, the powers and duties of a sub-committee, panel or working group will be set out by decisions of the full Board.

- (b) The Board may deal with any matter included in the terms of reference of a sub-committee, panel or working group if the Board thinks it appropriate.
- (c) The Board may change any terms of reference of a sub-committee, panel or working group.

30 Passing on responsibilities to members and officers

- (a) Depending on the law and these Standing Orders, the Board will pass responsibilities as it determines to a sub-committee, Panel or working group as appropriate.
- (b) Officers are authorised to take decisions on matters under the powers set out in the Scheme of Delegation.
- (c) If there is an emergency, the Clerk can talk to the Convener or Depute Convener to decide on the matter and report on the action taken to the next Board meeting for information.

31 Sub Committee proceedings

The Board will consider decisions made by the sub-committee on matters referred to it but not actually delegated for the sub-committee's own decision.

The sub-committee can, without reference to the Board, decide:-

- (a) on any urgent matter, or
- (b) routine matter that does not involve a policy change.

32 Councillors attending meetings

- (a) Unless Standing Order No 6 of these standing orders applies, any member of the constituent authorities may go to a Board meeting even if he or she is not a member. The member cannot take part in the proceedings and cannot vote on any issue. However, the Convener may decide the member can speak on any issue of local interest.
- (b) If a Council member is not a member of the Board he or she cannot go to a meeting if either of the following apply **and** it is also decided that the item is exempt of confidential:-
 - ◆ the meeting is about a matter which may affect the interests of one particular person; or
 - ◆ the decision is made after a hearing and the person or their representative has a right to put their case
- (c) If the Board, sub-committee, Panel or working group has a hearing:-

- ◆ on a matter where the decision may affect the interest or rights of any person as an individual, and
- ◆ where the person has a right to be heard in person or through a representative

members of the Board, sub-committee, Panel or working group can only take part or vote on the matter if they have been at the whole of the hearing

33 Calling meetings

As far as ordinary Board meetings are concerned, they will be held at fixed times. Sub-committee' Panel and working group meetings will be called whenever a matter requires to be dealt with. The Clerk will fix the date, time and location after consultation with the Convener and Depute Convener.

However, the chairperson can change the date and time of meetings if he or she wants. But the chairperson must give a reason why he or she changed the date and time of that meeting.

34 Standing orders which apply to sub-committees

The terms of Standing Order numbers 3-15, 18-23 and 25-26 apply to a sub-committee in the same way as they apply to the Board.

35 Finance – Planning and Budgeting

(a) In each financial year, the Board will consider:-

- ◆ any guidelines that are suitable to follow in preparing Budgets for revenue spending and for developing services; and
- ◆ any detailed arrangements that are suitable for preparing the budget.

(b) The Board will set its budget once the levels of General Revenue Grant are known from within the Council settlement.

(c) The Board will continue, throughout the financial year, to operate within the set budget and monitoring and budget control reports will be put before each Board meeting.

(d) The appropriate officers of the lead authority can act on behalf of the Board in supervising and approving expenditure of the fixed annual budget.

36 Spending, supplementary estimates and transferring funds

(a) The Board cannot let its spending go over its financial allowance.

(b) No Board member or official can run up any expense unless the Board has approved it under Standing Order No 35.

(c) No expense will be undertaken unless the Board has approved it under Standing Order No 35 and, if necessary, a tender or quotation has been received and approved either by the Board, the relevant sub-committee or under the Scheme of Delegation and if government permission is required.

- (d) The Board may transfer money within its revenue budget to current or new projects.
- (e) If the Board is obliged to spend revenue that is not included in the budget approved under Standing Order No 35 or to reduce income provided from the budget and will not meet the additional expenditure by transfer of funds, a supplementary estimate must be prepared.



Section 1

Standing Orders on Contracts

**Submitted to the meeting of Lanarkshire Valuation Joint Board on
Monday 27 June 2022**

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Phone 0303 123 1015 or email equalities@southlanarkshire.gov.uk

LANARKSHIRE VALUATION JOINT BOARD

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STANDING ORDERS ON CONTRACTS

1 Definitions

The following words and expressions used in these Standing Orders shall have the meanings hereby assigned to them:-

'Assessor'	means the Assessor and Electoral Registration Officer appointed under Section 27 of the Local Government etc (Scotland) Act 1994 for the time being and shall be taken to include any corresponding office known by any other description or any substitute(s) authorised in terms of the Joint Board's Scheme of Delegation except in cases where it is stated that substitutes cannot act
'Call-Off Contract'	means the terms and conditions under which specific purchases can be made under a Framework Agreement and/or a DPS and/or an arrangement established in terms of the light touch regime
'Competitive Dialogue'	means such a tendering procedure as defined in the European Procurement Regulations
'Community Benefit Requirement'	means that contractual requirement as defined in the Reform Act and any guidance published by the Scottish Government under the Reform Act
'Concession'	means a works or services concession as defined in the Concession Contracts (Scotland) Regulations 2016 or such other Regulations amending, substituting or replacing those Regulations
'Contracting Authorities'	means the authorities or bodies as defined in the European Procurement Regulations and includes the Joint Board
'Data Protection Laws'	means the General Data Protection Regulation (or any law incorporating the same into UK domestic law with or without amendments and any subsequent legislation amending it) and the Data Protection Act 2018 (or any legislation replacing or amending it)
'DPS'	means a dynamic purchasing system as defined in the European Procurement Regulations
'E-procurement'	means the carrying out of the procurement of a contract for the supply of goods, carrying out of works or provision of services by electronic means
'Electronic Auction'	means a repetitive process, involving an electronic device for the presentation of new prices, revised downwards and/or new values concerning certain elements of tenders, which occurs after an initial full evaluation of the tenders, enabling them to be ranked using the stated evaluation methods

'Equal Opportunities'	means the prevention, elimination, or regulation of discrimination between persons on grounds of sex or marital status, on racial grounds or on grounds of disability, age, sexual orientation, language or social origin, or other personal attributes including religion (or lack thereof), beliefs or opinions, such as religious beliefs or political opinions or lack of such religious or philosophical beliefs as detailed in the Equalities Legislation
'Equalities Legislation'	means the Equality Act 2010 and all other relevant statutory obligations in relation to equalities which apply in the UK
'European Procurement Regulations'	means the Public Contracts (Scotland) Regulations 2015 or such other Regulations amending, substituting or replacing those Regulations
'Framework Agreement'	means an agreement which sets out terms and conditions under which specific purchases (Call-Off Contracts) can be made throughout the term of the agreement
'General Principles'	means the overarching principles of transparency, openness, non-discrimination and equal treatment
'Higher Value Regulated Procurement'	means a procurement exercise subject to the European Procurement Regulations
'Higher Value Threshold'	means the financial thresholds for Higher Value Regulated Procurements which must be reviewed by the Scottish Ministers every 2 years and will apply from 1 January in the relevant year
'Innovation Partnership'	means that procurement process as specified in the European Procurement Regulations
'Life-Cycle Costing'	means such costs as are specified in the European Procurement Regulations
'Joint Board'	means Lanarkshire Joint Valuation Board constituted by the Valuation Joint Boards (Scotland) Order 1995 and having its principal offices at David Dale House, 45 John Street, Blantyre, G72 0AA
'Lead Authority'	means South Lanarkshire Council established in terms of the Local Government etc (Scotland) Act 1994 and having its main offices at Council Offices, Almada Street, Hamilton, ML3 0AA
'Legal Advisor'	means the Head of Administration and Legal Services (Finance and Corporate Resources) of the Lead Authority for the time being and shall be taken to include any corresponding office known by any other description or any person to whom authority is delegated in terms of the Lead Authority's Scheme of Delegation except in cases where it is stated that substitutes cannot act
'PCS System'	means the Public Contracts Scotland system

'PIN'	means a prior information notice
'Practice Notes'	means all practice notes, toolkits, briefing notes and/or documents issued pursuant to Standing Order 2.8
'Procurement Process'	means a procurement process approved by the Lead Authority's Procurement Network in relation to the conduct of a procurement exercise
'Procurement Strategy'	means the strategy which the Joint Board must prepare in accordance with Standing Order 36
'Reform Act'	means the Procurement Reform (Scotland) Act 2014 and any new legislation amending, substituting or replacing that Act
'Reform Act Regulations 2016'	means The Procurement (Scotland) Regulations 2016 or such other Regulations amending, substituting or replacing those Regulations
'Regulated Procurement'	has the meaning defined in the Reform Act and excludes a Higher Value Regulated Procurement unless stated otherwise
'Scottish Public Authority'	means any body which is listed in Schedule 1 to or is designated by order under Section 5(1) of the Freedom of Information (Scotland) Act 2002 or is a publicly owned company as defined in Section 6 of that Act
"SME"	means a business or company as defined by the European Commission
'Social and other Specific Services'	means those services specified in Schedule 3 to the European Procurement Regulations
"SPD"	means the Single Procurement Document (Scotland) as specified in the European Procurement Regulations
'Supported Business'	means such businesses as defined in the European Procurement Regulations
'Supported Employment Programme'	means such programmes as defined in the European Procurement Regulations
'Sustainable Procurement Duty'	means such duty as specified in the Reform Act and any guidance published by the Scottish Government under the Reform Act

'Treasurer' means the Executive Director (Finance and Corporate Resources) of the Lead Authority for the time being and shall be taken to include any corresponding office known by any other description or any person to whom authority is delegated in terms of the Lead Authority's Scheme of Delegation except in cases where it is stated that substitutes cannot act who is the treasurer to the Joint Board

'Treasurer' means the Executive Director (Finance and Corporate Resources) of the Lead Authority for the time being and shall be taken to include any corresponding office known by any other description or any person to whom authority is delegated in terms of the Lead Authority's Scheme of Delegation except in cases where it is stated that substitutes cannot act who is the treasurer to the Joint Board

2 General

These Standing Orders shall apply to the entering into by the Joint Board or on its behalf of contracts (as appropriate) including but not limited to the award of contracts, the establishment of Framework Agreements, a DPS or an arrangement established in terms of the light touch regime or the award of any Call Off

2.1 Extent

These Standing Orders apply to all Joint Board contracts (as appropriate) including but not limited to the award of contracts, the establishment of Framework Agreements, a DPS or an arrangement established in terms of the light touch regime and the award of Call Off Contracts

2.2 Internal Arrangements

- (a) Any action taken on the Joint Board's behalf must also be in terms of the Joint Board's Scheme of Delegation, Financial Regulations and the Standing Orders on Procedures
- (b) These Standing Orders are intended to comply with and be subject to the Code of Corporate Governance made by the Joint Board from time to time. If there is a discrepancy between the terms of these Standing Orders and those of the Code, the provisions of the Code in force at the time shall take precedence

2.3 Form of contract and Scots Law

- (a) Unless otherwise authorised by the Assessor in consultation with the Legal Advisor in special circumstances and subject to Standing Order 2.3 (b) all contracts, the establishment of Framework Agreements, the establishment of DPS or an arrangement established in terms of the light touch regime and the award of Call Off Contracts entered into in terms of and in accordance with these Standing Orders shall be:-
 - (i) in writing;
 - (ii) in the name of the Joint Board; and
 - (iii) subject to the law of Scotland and the exclusive jurisdiction of the Scottish Courts
- (b) Approval under **Standing Order 2.3(a)** shall not be required for the award of:-
 - (i) contracts where the estimated value is less than £50,0000; and
 - (ii) Call Off Contracts irrespective of value which will be subject to the law of England and the exclusive jurisdiction of the English Courts where they do not allow for a change in the applicable law and legal jurisdiction.

2.4a	Calculation of Contract Values	<ul style="list-style-type: none"> (i) Any value of a contract stated in these Standing Orders shall be the estimated aggregated value of the contract for the full life of the contract (including any potential contractual extension) and not the estimated annual value of the contract. Where a contract is for the supply of works, goods or services for a continual basis over a number of years then the estimated aggregated value of that contract shall be calculated by multiplying the estimated annual value by the number of years of the duration of the contract. All prizes and/or payments to be made to tenderers must be taken into account in calculating the estimated value. (ii) For the purposes of determining whether the European Procurement Rules apply to the procurement exercise VAT (if payable) must be included when calculating the estimated value. (iii) For the purposes of determining whether the Reform Act applies to the procurement exercise the estimated value should be calculated exclusive of VAT.
2.4b	Prohibition on Division of Contract Values	<p>It is not permitted to deliberately divide any procurement exercise into two or more contracts if the intention for doing so is to reduce the estimated aggregated value of the contract in order to avoid the application of any financial thresholds set out in these Standing Orders, the application of the Higher Value Thresholds or the effect of the European Procurement Regulations.</p>
2.4c	Calculation of Contract Value – Match Funding	<p>If the cost of a contract is only being met in part by the Joint Board the total value of the contract including the funding from a third party shall be, for the purposes of these Standing Orders, calculated by totalling all the contributions to be made towards the cost.</p>
2.4d	Calculation of Contract Value - Funding in Kind	<p>Where a contract includes the provision of services or other funding in kind to the Contractor by either the Joint Board or a third party, the value of the contract shall be calculated by including the value of the services being provided or the funding in kind in addition to any monetary consideration.</p>
2.4e	Mixed Procurement	<p>The following rules will apply when determining how to treat a mixed procurement of any contract for the supply of goods, provision of services and the carrying out of works:-</p> <ul style="list-style-type: none"> (i) Services/Supplies Determining factor is the main subject matter identified by reference to the element which has the highest estimated value i.e. if the value attributed to services exceeds that attributable to supplies then it will be treated as a services contract. (ii) Services/Social and other Specific Services Determining factor is the main subject matter identified by reference to the element which has the highest estimated value i.e. if the value attributed to services exceeds that attributable to the Social and Specific Services then it will be treated as a services contract. (iii) Concession/ Works, Services and/or Supplies If the estimated value of the works/services/supplies element

exceeds the relevant Higher Value Thresholds it will be treated as a public contract for works/services/supplies and not a Concession contract

(iv) **Works/ Services or Supplies**

Determining factor is the main subject of the contract in question regardless of the relative values of the elements and then the relevant Higher Value Threshold applies to determine the applicable rules

2.4f	Franchises /Concessions	Where a Contract relates to the provision of services to the public under which the Joint Board gives to the Contractor the right to exploit the provision of the services, the total value of that Contract shall be taken as including the value of that right to exploit the provision and monetary payments made by the Joint Board to the Contractor. All sums paid by the Contractor to the Joint Board shall be disregarded in connection with the calculation of the value of the Contract.
2.5	Signing	All contracts entered into in terms of and in accordance with these Standing Orders shall be signed by either the Assessor or an officer of the Joint Board authorised to sign contracts on behalf of the Joint Board.
2.6	Best Value	<p>All contracts must secure Best Value and maintain an appropriate balance among:-</p> <ul style="list-style-type: none"> ◆ the quality of the performance of the Joint Board's functions ◆ the cost to the Joint Board of that performance; and ◆ the cost to persons of any Joint Board service provided for them on a wholly or partly rechargeable basis <p>having regard to:-</p> <ul style="list-style-type: none"> a) efficiency b) effectiveness c) economy d) the need to meet equal opportunity requirements; and e) the need to ensure sustainable development.
2.7	Guidance	When entering into a contract, due regard must be given to any guidance issued by the Scottish Ministers in terms of the Local Government in Scotland Act 2003 and/or Reform Act.
2.8	Practice Notes	Practice Notes on tendering procedures for any contract or type of contract entered into by or on behalf of the Joint Board may be issued by the Legal Advisor. Any Practice Notes shall form part of these Standing Orders.
2.9	Prohibition on anti-competitive contract terms	<p>In preparation of any contract terms and in the award of any contract, there must be no terms, which are either:-</p> <ul style="list-style-type: none"> (a) anti-competitive as defined in the Competition Act 1998 (where applicable); or (b) non-compliant with any other legal requirement.

2.10	Compliance with General Principles	All contracts, regardless of value and/or applicable procurement rules, must be awarded in compliance with the General Principles.
2.11	Conflict of Interest	In carrying out all procurement exercises employees must comply with the measures introduced by the Joint Board to prevent, identify and remedy conflicts of interest as specified in the relevant Procurement Process.
3	Exempt and Partially Exempt Contracts	
3.1	Estimated Value Below £5,000	<p>These Standing Orders shall not apply to any contract for the supply of goods, the provision of services and the carrying out of works where the estimated aggregated value does not exceed £5,000 including items of a recurring nature the total value of which is no more than that amount, subject always when entering into such contracts:-</p> <ul style="list-style-type: none"> (a) to the need to demonstrate Best Value (as set out in Standing Order 2.6); (b) compliance with the Joint Board's Code of Corporate Governance; (c) ordered using the Joint Board's official Purchase Order and the i-procurement system (unless otherwise exempted by the Lead Authority's Certified Payment Policy); (d) seeking at least 3 quotes (including one from SME having their place of business within the local government area of North and/or South Lanarkshire). Place of business does not require it to be their registered or principal office; and (e) keeping records of the process.
3.2	Estimated Value Between £5,000 and £50,000 for supplies and provision of services and £5,000 and £2million for execution of works	<ul style="list-style-type: none"> (a) All contracts for the supply of goods or provision of services, where the estimated aggregated value does not exceed £50,000, and for carrying out of works where the estimated aggregated value does not exceed £2million shall be exempted from these Standing Orders with the exception of:- <ul style="list-style-type: none"> (i) Standing Order 2 (General) (ii) Standing Order 4.2 (Contract Reference Number) (iii) Standing Order 4.3 (Sourcing Strategy) (if, in the opinion of the Assessor, the contract is of high risk and/or there are special circumstances) (iv) Standing Order 4.14 (Community Benefit Requirement) but only for works contracts where the estimated value exceeds £50,000 and is being awarded on the basis of most economically advantageous tender (v) Standing Order 15 (Assurances – Tendering) (as appropriate) (vi) Standing Order 16 (Compliance with Data Protection Laws) (as appropriate) (vii) Standing Order 17 (Confidentiality and Requests for Information) (viii) Standing Order 18 (E-Procurement) (ix) Standing Order 19 (Selection of Tenderers) but only for works contracts where the estimated value exceeds £50,000 (x) Standing Order 20 (Checking of Pre-Qualification Documents/Tenders and Reporting) but only for works contracts where the estimated value exceeds £50,000 (xi) Standing Order 21 (Acceptance of Tenders) but only for

- works contracts where estimated value exceeds £200,000
- (xii) **Standing Order 25 (Contract Performance Security)**; and
- (xiii) All **Standing Orders** relating to contract conditions.

- (b) Immediately prior to entering into a contract referred to in Standing Order 3.2(a) at least 5 competitive quotes/bids in writing (including 4 quotes/bids from SMEs having their place of business within the local government area of North and/or South Lanarkshire if such SMEs are available and place of business does not require to be their registered or principal office) must be obtained by the Assessor using Quick Quote via Public Contracts website (Route 1A - lowest price) or PCS System (Route 1B - most economically advantageous) unless the Assessor is satisfied that:-
 - (i) good reasons exist for not doing so. Such good reasons may include but are not limited to the circumstances justifying the use of the negotiated tendering procedure as set out in **Standing Order 8 (Negotiated Tendering Procedure)**; and
 - (ii) the contract secures Best Value (as set out in **Standing Order 2.6**).
- (c) The contract awarded must include a condition which allows for it to be reviewed as a minimum annually to ensure Best Value (as set out in **Standing Order 2.6**)
- (d) The Assessor shall ensure that the persons invited to submit quotations are selected on a fair, transparent and non-discriminatory basis, and in a manner that is at all times compliant with the General Principles following a selection process approved by the Legal Advisor.

3.3 **Conditions of Funding**

Where a public authority or similar body provides funding for a particular project (including the provision of services by the Joint Board to others) and that funding is subject to conditions which specify:-

- (i) particular contractors or a particular class of contractors with whom/which the Joint Board are required to or restricted to contract within the provision of the services or carrying out of the works as part of the project, or
- (ii) specific goods or materials which must be used in the project or specific services which must be delivered as part of the project such contracts may be excluded from these Standing Orders with the exception of:-
 - (i) **Standing Order 2 (General)**;
 - (ii) **Standing Order 4.2 (Contract Reference Number)**;
 - (iii) **Standing Order 4.3 (Sourcing Strategy)**;
 - (iv) **Standing Order 15 (Assurances - Tendering)** (as appropriate);
 - (v) **Standing Order 16 (Compliance with the Data Protection Laws)** (if appropriate);
 - (vi) **Standing Order 17 (Confidentiality and Requests for Information)**;
 - (vii) All **Standing Orders** relating to contract conditions

in so far as the said funding condition makes, in the view of the

Assessor, the tendering processes set out in these Standing Orders impracticable or impossible, subject always to the requirements of the Reform Act, the Reform Act Regulations and/or the European Procurement Regulations

- | | | |
|-----|---|--|
| 3.4 | Employment | These Standing Orders do not apply to any contract of employment. |
| 3.5 | Land | These Standing Orders do not apply to any contract for the acquisition, disposal or rental of heritable property (including leases and licences) or any right, servitude or other interest in or over heritable property. However, this does not exempt any acquisition or disposal from the European Procurement Regulations or any other requirements set out in law or from the Joint Board's Scheme of Delegation, Financial Regulations or Standing Orders on Procedures in relation to the acquisition or disposal of land or buildings. |
| 3.6 | Special Circumstances | The Joint Board may exempt from the terms of these Standing Orders, or any part of them as the case may be, any contract if, subject to any requirements in terms of the European Procurement Regulations and following consultation with the Legal Advisor they are satisfied that the exemption is justified by special circumstances. |
| 3.7 | Contracts between public sector entities – 'Teckal' and 'Hamburg' exemptions | <p>(a) These Standing Orders do not apply to the procurement for the award of contracts on the basis of the 'Teckal' exemption (where a contract is awarded by a Contracting Authority to a controlled legal person (as defined in the European Procurement Rules) or the 'Hamburg' exemption (where a contract is awarded exclusively between 2 or more Contracting Authorities) with the exception of:-</p> <ul style="list-style-type: none"> (i) Standing Order 2.5 (Signing) (ii) Standing Order 4.2 (Contract Reference Number) (iii) Standing Order 4.3 (Sourcing Strategy) <p>(b) The approval of the Joint Board will be required to award contracts in the circumstances referred to in Standing Order 3.7 (a).</p> |
| 4 | Pre-Tender Requirements | |
| 4.1 | Approval of estimates of contract values | <p>No tender shall be invited or offer made or accepted for any contract for the supply of goods, or the carrying out of works or the provision of services unless either:-</p> <ul style="list-style-type: none"> (a) appropriate financial provisions have been made and approved by the Joint Board in terms of the Joint Board's Financial Regulations or (b) where funding is provided by a third party for a specific purpose involving the award of contracts of whatever nature, that purpose has been approved by the Joint Board |

- 4.2 **Contract Reference Number** No tender shall be invited or offer made or accepted for any contract for the supply of goods, or the carrying out of works or the provision of services where the estimated aggregated value exceeds £5,000 without a contract reference number having been obtained using the template approved by the Treasurer.
- 4.3 **Sourcing Strategy**
- (a) A Sourcing Strategy using the template approved by the Treasurer must be created for all:-
- (i) tender opportunities including the setting up of a Framework Agreement in accordance with **Standing Order 11 (Framework Agreement – internal)**; a DPS under **Standing Order 11A (DPS – Internal)** or an arrangement established in terms of the light touch regime under **Standing Order 14.3 (Light Touch Regime)**; and
 - (ii) Call Off Contracts from a Framework Agreement permitted in terms of **Standing Order 12 (Framework Agreement – External)** or a DPS permitted in terms of **Standing Order 12A (DPS – External)** where the estimated aggregated value exceeds £50,000 for the supply of goods or the provision of services and exceeds £2million for the execution of works.
- A Sourcing Strategy may be created for contracts where the estimated aggregated value is below £50,000 for the supply of goods or the provision of services and below £2million for the execution of works, where in the opinion of the Assessor the contract is of high risk and/or there are special circumstances.
- (b) However a Sourcing Strategy will not require to be created for:-
- (i) Call Off Contracts from a Framework Agreement established by the Board in accordance with **Standing Order 11 (Framework Agreement - internal)** unless, in the opinion of the Assessor, that Call Off Contract is of high value and/or high risk; or
 - (ii) Call Off Contracts from a DPS established by the Board in accordance with **Standing Order 11A (DPS – Internal)** unless, in the opinion of the Assessor, that Call Off Contract is of high value and/or high risk.; or
 - (iii) Call Off Contract under an arrangement established in terms of the light touch regime in accordance with **Standing Order 14.3 (Light Touch Regime)** unless, in the opinion of the Assessor, that Call Off Contract is of high value and/or high risk; or
 - (iv) the procurement of a contract using the negotiated tendering procedure in accordance with **Standing Order 8 (Negotiated Tendering Procedure)**
- 4.4 **Board Authority** Where, in the opinion of the Assessor, a contract for the supply of goods, the carrying out of works or the provision of services is of high value and/or high risk no tender shall be invited for such a contract without approval from the Joint Board.

4.5 Selection and Award Criteria

4.5.1 Selection Criteria

- (a) The Assessor will set the selection criteria for a procurement exercise taking account of the applicable requirements of
 - ◆ the Reform Act Regulations;
 - ◆ any other Regulations made or guidance issued by the Scottish Government under the Reform Act
 - ◆ the European Procurement Regulations
 - ◆ any such guidance as the Legal Advisor and/or the Treasurer consider appropriate; and
 - ◆ any relevant Procurement Process
- (b) The selection criteria must be:-
 - ◆ proportionate taking account of the nature, scope and size of the contract and
 - ◆ related to the subject matter of the contract
- (c) The selection criteria must be stated in the contact notice or the invitation to confirm interest and the procurement documents to enable the bidder to complete and submit an SPD (refer to **Standing Order 19.6**)

4.5.2 Award Criteria

- (a) The procurement documents will state the award criteria that will apply to the procurement exercise as follows:-
 - (i) The award of a contract for services and supplies with an estimated value above £50,000 shall be made on the basis of the most economically advantageous tender;
 - (ii) The award of a contract for works with an estimated value above £50,000 and below £2,000,000 shall be made, at the discretion of the Assessor, on the basis of lowest price or most economically advantageous tender;
 - (iii) The award of a works contract where the estimated value exceeds £2,000,000 shall be on the basis of the most economically advantageous tender; and
 - (iv) The award of all contracts which exceed the relevant Higher Value Thresholds shall be made on the basis of the most economically advantageous tender.
- (b) The most economically advantageous tender must be identified on the basis of the best – price quality ratio assessed on the basis of criteria linked to the subject matter of the contract and include price or cost. This requirement applies even if the cost element takes the form of a fixed price or cost. The cost element may also at the discretion of the Assessor include Life-Cycle Costing.
- (c) In determining the award criteria the Assessor must take account of the requirements of the European Procurement Regulations, any such guidance as the Legal Advisor and/or the Treasurer consider appropriate and any relevant Procurement Process

- 4.6 **Reserved Contracts** (a) The Assessor may in respect of a Regulated Procurement or a Higher Value Regulated Procurement:-
- (i) reserve the right to participate in a procurement exercise to a Supported Business; or
 - (ii) provide for a contract to be performed in a Supported Employment Programme
- and the decision must be recorded in the Sourcing Strategy.
- 4.7 **Preliminary Market Testing/Advice** (a) Preliminary market consultation may be carried out at the discretion of the Assessor before carrying out any procurement exercise.
- (b) Advice may be sought or accepted from an independent expert or authority or from persons operating in the particular market relevant to the subject matter of the contract to be procured. That advice may be used in the planning and conduct of the procurement exercise provided that it does not distort competition or breach the General Principles.
- (c) Employees involved in a procurement exercise where preliminary market consultation has been conducted and/or preliminary advice obtained must comply with the provisions of the relevant Procurement Process and ensure that the information is disclosed in the tender documents issued for the procurement process.
- 4.8 **Time limits** (a) For all procurement exercises other than those subject to the European Procurement Regulations the time limits for the receipt of tenders or requests to participate shall be determined taking account of the following factors:-
- (i) the complexity of the contract; and/or
 - (ii) the time required for preparing a tender; and/or
 - (iii) whether a site visit is required
- (b) The time limit for receipt of tenders must be extended in a proportionate manner where:-
- (i) the Joint Board supplies additional information to a bidder (whether or not it was requested in good time) less than 6 days before the expiry of the tender return date; and
 - (ii) significant changes had been made to the procurement documents
- (c) An extension to the tender return date is not required in the following circumstances:-
- (i) where additional information has not been requested in good time; or
 - (ii) where the additional information requested is of insignificant importance to the tender response
- (d) For any procurement exercise where the estimated value is below the relevant Higher Value Thresholds the Assessor can decide as good practice to follow the time limits provided in the European Procurement Regulations

4.9	Variant Bids	The Assessor in consultation with the Legal Advisor must authorise the allowing or seeking of variant bids in a procurement exercise and the decision must be recorded in the Sourcing Strategy.
4.10	Division of Contracts into Lots	<p>(1) Where the Assessor decides not to divide a contract into lots the main reasons for that decision must be indicated in the Sourcing Strategy, procurement document and the Report on Tenders.</p> <p>(2) Where the Assessor has decided to divide the contract into lots the Contract Notice or invitation to confirm interest must indicate:-</p> <ul style="list-style-type: none"> (i) whether tenders may be submitted for one, several or all lots; (ii) where a decision to limit the number of lots that may be awarded to one tender has been taken by the Assessor, the maximum limit of all lots that may be awarded to one bidder; (iii) the criteria that will apply to determine how lots will be awarded where the award criteria would result in one tenderer being awarded more lots than the maximum number; and (iv) whether the Joint Board reserves the right to award the contract combining several or all lots if a tenderer can be awarded more than one lot and if so indicate that the lots are groups of lots that may be combined
4.11	Use of PINs	<p>(a) The Assessor may, subject to the prior approval of the Legal Advisor, use a PIN as a call for competition in a restricted tendering procedure or competitive procedure with negotiation.</p> <p>(b) The use of a PIN as a call for competition shall be subject to the European Procurement Regulations and any such guidance and requirements as the Legal Advisor and/or the Treasurer considers appropriate.</p>
4.12	Examining tenders before checking compliance with the selection criteria	<p>(a) In an open tendering procedure the Assessor may, subject to the prior approval of the Legal Advisor, decide to evaluate tenders before checking the absence of the exclusion grounds and checking a tenderer's compliance with the selection criteria</p> <p>(b) If the option referred to in Standing Order 4.12(a) is approved:-</p> <ul style="list-style-type: none"> (i) the decision must be recorded in the Sourcing Strategy; and (ii) the procurement exercise must comply with the European Procurement Regulations and such guidance and requirements as the Legal Advisor and/or the Treasurer considers appropriate
4.13	Sustainable Procurement Duty	<p>(a) From 1 June 2016 in carrying out any Regulated Procurements (other than Call Offs) or Higher Value Regulated Procurement the Assessor will comply with the Sustainable Procurement Duty</p> <p>(b) In complying with the Sustainable Procurement Duty the Assessor must comply with the Reform Act, any guidance issued by the Scottish Government under the Reform Act, any guidance and requirements as the Legal Advisor and/or the Treasurer considers appropriate and any relevant Procurement Process</p>

		(c) In complying with the Sustainable Procurement Duty the Assessor will so far as possible within the law encourage fair work practices and payment of the living wage and discourage use of exploitative 'zero hours' contracts.
4.14	Community Benefit Requirement	<p>(a) From 1 June 2016 in carrying out any Regulated Procurement or Higher Value Regulated Procurement (including any Call Off Contract) where the estimated value of the contract is equal to or exceeds £4million the Assessor will comply with the Community Benefit Requirement.</p> <p>(b) In complying with the Community Benefit Requirement the Assessor must comply with the Reform Act, any guidance issued by the Scottish Government under the Reform Act, any guidance and requirements as the Legal Advisor/or Treasurer considers appropriate and any relevant Procurement Process.</p>
4.15	Compliance with Procurement Strategy	The Assessor shall carry out all Regulated Procurements and Higher Value Regulated Procurements, so far as reasonably practicable, in accordance with the Procurement Strategy applicable to the financial year during which the procurement exercise commenced.
4.16	Procurement of Recycled and Recyclable products	The Assessor shall comply with requirements to procure recycled and recyclable products as contained in any Regulations made by the Scottish Government under the Reform Act, any such guidance as the Legal Advisor and/or the Treasurer consider appropriate and any relevant Procurement Process
5	Competition Requirement	
5.1	Contracts over £50,000 for goods and services and over £2million for works subject to competition	All contracts for the supply of goods or the provision of services where the estimated aggregated value is equal to or in excess of £50,000 and contracts for the execution of works where the estimated aggregated value is equal to or in excess of £2million but in all cases below the Higher Value Thresholds (refer to Standing Order 14 (European Procurement Regulations)) may only be awarded after steps have been taken for the purpose of ensuring genuine competition by seeking from tenders by public advertisement in accordance with the relevant requirements of these Standing Orders.
5.2	Exceptions to the competition requirement	The requirement in Standing Order 5.1 does not apply where the use of the negotiated tendering procedure under Standing Order 8 (Negotiated Tendering Procedure) is justified.
5.3	Publication of Notices	All PINs, contract notices and contract award notices must be published via the Public Contracts website Find a Tender system and OJEU (if applicable) in accordance with applicable provisions of the European Procurement Regulations, the Reform Act, the Reform Act Regulations 2016, any other Regulations made by the Scottish Government under the Reform Act and any guidance issued by the Scottish Government under the Reform Act.

6	Restricted Tendering	
6.1	Period for seeking expressions of interest	The requirements of Standing Order 4.11 shall be complied with in determining the period allowed in the PIN (when used a call for competition) or the contract notice to express an interest in tendering for a proposed contract.
6.2	Obtaining Assurances	Prior to issuing any invitations to tender, the Assessor shall seek the assurances as required by Standing Order 15 but only insofar as they relate to the subject matter of the contract
6.3	Invitation to Tender	<p>Invitations to tender shall be sent to at least five persons selected from those who have expressed an interest in tendering for the proposed contract or, if fewer than five persons have expressed an interest to all such persons who have done so. However no person shall be invited to tender unless:-</p> <ul style="list-style-type: none"> (a) they have provided the assurances required in terms of Standing Order 6.2; (b) the technical capability and financial standing of such persons has been satisfactorily investigated; (c) the requirements of Standing Order 19 (Selection of Tenderers) have been complied with; and (d) the Joint Board has complied with the requirements of Standing Order 16 (Compliance with the Data Protection Laws).
7	Open Tendering	
7.1	Time Limit	The requirements of Standing Order 4.8 shall be complied with in determining the period allowed in the contract notice.
7.2	Obtaining Assurances	All documents detailing the selection criteria will specify that selection will include the obtaining by the Joint Board of satisfactory assurances in terms of Standing Order 15 (Assurances – Tendering) and comply with the requirements of Standing Order 16 (Compliance with the Data Protection Laws) .
8	Negotiated Tendering Procedure – General	
8.1	Use of the Negotiated Tendering Procedure	This Standing Order shall apply to all Regulated Procurements which are conducted without advertisement and contracts for carrying out works where the estimated value is less than £2million.
8.2	Conditions for using Negotiated Procedure	<p>The negotiated tendering procedure may only be used if:-</p> <ul style="list-style-type: none"> (a) the circumstances set out in Standing Order 8.3 exist; (b) it is in the Joint Board’s interest to use the negotiated tendering procedure; (c) the contract will secure Best Value (as set out in Standing Order 2.6); and (d) all relevant requirements of these Standing Orders have been complied with including but not limited to:- <ul style="list-style-type: none"> (i) Standing Order 2 (General) (ii) Standing Order 4.2 (Contract Reference Number) (iii) Standing Order 15 (Assurances – Tendering) (v) Standing Order 19.1 to 19.6 (Selection of Tenderers) (vi) Standing Order 21.1, 21.2, 21.3, 21.5, 21.6 (as appropriate), 21.8 and 21.12 (Acceptance of Tenders)
8.3.1	Circumstances where Negotiated Procedure is	The Assessor in consultation with the Convener (or in his/her absence) the Depute Convener of the Joint Board must approve the existence of the following circumstances:-

**Permitted (Below
Higher Value
Thresholds)**

- (a) Where as a result of the publication of a contract notice no tender, no suitable tenders, no requests to participate or no suitable requests to participate has been received provided that the initial conditions of the contract are not substantially altered; or
- (a) Where the works, services or supplies can be supplied only by one suitable contractor for any of the following reasons:-
 - (i) the aim of the procurement is the acquisition of a unique work of art or artistic performance; or
 - (ii) competition is absent for technical reasons; or
 - (iii) the protection of exclusive rights including intellectual property rights;
 but in the cases of (ii) and (iii) no alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement; or
- (b) Where in the case of a supplies contract for additional deliveries by the original supplier intended as a partial replacement of supplies or installations or as the extension of existing supplies or installations that a change of supplier would oblige the Joint Board to acquire supplies having different technical characteristics which would result in incompatibility or disproportionate technical difficulties in operation and maintenance subject to the duration of the contract not exceeding 3 years unless exceptional circumstances exist; or
- (c) Where in the case of a contract for the supply of goods, the goods are manufactured purely for the purpose of research, experiment, study or development, but the contract awarded shall not include quantity production to establish their commercial viability or to recover research and development costs; or
- (d) Where in the case of a supplies contract, it is in the interests of the Joint Board to take advantage of particularly advantageous terms from a supplier which is definitively winding up its business activities or from a liquidator in an insolvency procedure, an arrangement with creditors or a similar procedure under national laws or regulations; or
- (e) Where in the case of a supplies contract the supplies are quoted and purchased on a commodity market; or
- (f) Where in the case of a services contract it follows a design contest organised in accordance with the European Procurement Regulations and is to be awarded under the rules provided for in the design contest to the winner or one of the winners of the design contest; or
- (g) Where:-
 - (i) it is new works, services or both consisting of the repetition of similar works or services entrusted to the original contractor provided such works or services are in conformity with the project for which the original contract was awarded;
 - (ii) project indicated the extent of the possible works or services and the conditions under which they would be awarded;
 - (iii) the possible use of this procedure was disclosed in the procurement documents and the total estimated cost of the additional works or services was taken into account in determining if the procurement exercise would be a Regulated Procurement; and

- (iv) no more than 3 years has passed from the conclusion of the original contract.

8.3.2		In the view of the Assessor (but only if it is strictly necessary) for reasons of extreme urgency either brought about by events outwith the control of the Joint Board or to prevent danger to life, serious risk to health or damage to property, the contract must be awarded without delay.
8.4	Reporting to Board	Where the negotiated tendering procedure has been used, the requirements of Standing Order 21.8 shall be met.
8.5	Keeping Records	In all cases where the negotiated procedure has been used in terms of this Standing Order, a full written record of all contacts, discussions and communications with the prospective contractors shall be kept by the Assessor together with a full explanation as to why the Assessor considered it appropriate to use the negotiated procedure and confirming that the contract secures Best Value (as set out in Standing Order 2.6)
9	Competitive Dialogue Procedure	
9.1	Board Approval	The Competitive Dialogue Procedure provided for in the European Procurement Regulations may only be used where the prior approval of the Joint Board has been given to its use
9.2	Use of Competitive Dialogue Procedure	The use of the Competitive Dialogue Procedure in any contract approved by Joint Board shall be subject to the European Procurement Regulations and such guidance and requirements as the Treasurer and the Legal Advisor consider appropriate.
9.3	Prizes/Payments	The provision of prizes and/or the making of payments to participants in a Competitive Dialogue Procedure shall be subject to the prior approval of the Treasurer and the Legal Advisor.
9A	Innovation Partnership	
9A.1	Board Approval	An Innovation Partnership provided for in the European Procurement Regulations may only be used where the prior approval of the Joint Board has been given to its use.
9A.2	Use of Innovation Partnership	The use of an Innovation Partnership shall be subject to the European Procurement Regulations and such guidance and requirements as the Treasurer and/or Legal Advisor considers appropriate.

10	Competitive Procedure with Negotiation Approval	
10.1		The Competitive Procedure with Negotiation provided for in the European Procurement Regulations may only be used when the prior approval of the Legal Advisor has been given to its use.
10.2	Use of the Procedure	The use of the Competitive Procedure with Negotiation in any contract shall be subject to the European Procurement Regulations and such guidance and requirements as the Treasurer and Legal Advisor consider appropriate.
11	Framework Agreements – Internal	
11.1	Framework Agreements - General	Framework Agreements established by the Joint Board must be formed on the basis of these Standing Orders and the applicable provisions of the Reform Act, the Reform Act Regulations 2016, any other Regulations made or Guidance issued by the Scottish Government under the Reform Act and/or the European Procurement Regulations (if appropriate).
11.2	Framework Agreements – Conditions	<p>All Framework Agreements established by the Joint Board in terms of this Standing Order must set out:-</p> <ul style="list-style-type: none"> (i) the terms and conditions that will apply to any Call Off Contract awarded from the Framework Agreement; (ii) the procedures to be followed in awarding a Call Off Contract either via direct award from or carrying out a mini-competition under the Framework Agreement; (iii) the maximum period for the Framework Agreement (which must not exceed four years except in exceptional circumstances which relate to the subject matter of the Framework Agreement); and (iv) the maximum period for any Call Off Contract awarded under the Framework Agreement.
11.3	Framework Agreements – Calling Off	<p>Any Call Off Contract to be made under a Framework Agreement established under this Standing Order (either as a direct award or following a mini-competition) must comply with:-</p> <ul style="list-style-type: none"> ♦ the procedures specified in the Framework Agreement for the making of such a Call Off Contract; ♦ be awarded using the criteria used to establish the Framework Agreement or as laid down in the Framework Agreement; and ♦ where the estimated aggregated value of a Call Off Contract exceeds £50,000 the following requirements must be complied with:- <ul style="list-style-type: none"> (i) Standing Order 4.2 (Contract Reference Number); (ii) Standing Order 4.3 (Sourcing Strategy) (if in the opinion of the Assessor the Call Off Contract is of high value and/or high risk); (iii) Standing Order 4.14 (Community Benefit Requirement); (iv) Standing Order 18 (E-Procurement) (where carrying out a mini-competition);

		<ul style="list-style-type: none"> (v) Standing Order 20 (Checking of Pre-Qualification documents/Tenders and Reporting); (vi) Standing Order 21 (Acceptance of Tenders) unless a direct award is being placed via the i-procurement system or from an electronic catalogue on an i-procurement system; (vii) Standing Order 21.12 (Acceptance of Tenders – Contract Award Notices) (for Regulated Procurements); and (viii) Standing Order 25 (Contract Performance Security) (as appropriate).
11.4	Framework Agreements – access by other contracting authorities	A Call Off Contract under a Framework Agreement established in terms of this Standing Order may only be made by those Contracting Authorities clearly identified for that purpose in the PIN/contract notice.
11A	DPS – Internal	
11A.1	DPS – General	A DPS established by the Joint Board must be formed on the basis of these Standing Orders and the applicable provisions of the Reform Act, the Reform Act Regulations 2016, any other Regulations made or Guidance issued by the Scottish Government under the Reform Act, and/or the European Procurement Regulations (if appropriate).
11A.2	DPS conditions	<p>A DPS established by the Joint Board in terms of this Standing Order must set out:-</p> <ul style="list-style-type: none"> (i) the terms and conditions that will apply to any Call Off Contract awarded from the DPS; and (ii) the procedures to be followed in carrying out a mini-competition and awarding a Call Off Contract under the DPS.
11A.3	DPS – Calling Off	<p>Any Call Off Contract to be made under a DPS established under this Standing Order must comply with:-</p> <ul style="list-style-type: none"> ♦ the procedures specified in the DPS for the making of such a Call Off Contract, ♦ be awarded using the criteria used to establish the DPS or as laid down in the DPS; and ♦ where the estimated aggregated value of a Call Off Contract exceeds £50,000 the following requirements must be complied with:- <ul style="list-style-type: none"> (i) Standing Order 4.2 (Contract Reference Number); (ii) Standing Order 4.3 (Sourcing Strategy) (if in the opinion of the Assessor the Call Off Contract is of high value and/or high risk); (iii) Standing Order 4.14 (Community Benefit Requirement); (iv) Standing Order 18 (E-Procurement); (v) Standing Order 20 (Checking of Pre-Qualification documents/Tenders and Reporting); (vi) Standing Order 21 (Acceptance of Tenders); (vii) Standing Order 21.12 (Acceptance of Tenders – Contract Award Notices) (for Regulated Procurements); and, (viii) Standing Order 25 (Contract Performance Security) (as appropriate).
11A.4	DPS – access by other contracting	A Call Off Contract under a DPS established in terms of this Standing Order may only be made by those Contracting Authorities clearly

	authorities	identified for that purpose in the PIN/contract notice.
12	Framework Agreements – External	
12.1	Framework Agreements - General	<p>(a) The Standing Orders do not apply to Call Off Contracts to be awarded by the Joint Board using Framework Agreements made by other organisations, including but not restricted to the Scotland Excel, Procurement Scotland, the Crown Commercial Service or any other public sector organisation who have made specific provision for collaboration with or allow their use by the Joint Board in their Framework Agreements, subject to Standing Order 12.2 and 12.3.</p> <p>(b) The Joint Board shall not seek offers for contracts which these organisations are entitled to seek on the Joint Board's behalf, except in such cases as the Joint Board deems it likely that Best Value (as set out in Standing Order 2.6) will be obtained by seeking tenders by other means, or as otherwise permitted by the Framework Agreements. All such Framework Agreements must permit the Joint Board to obtain tenders independent of the Framework Agreement if it is likely to be in the interests of Best Value (as set out in Standing Order 2.6) to do so.</p>
12.2	Framework Agreements – Conditions	<p>Standing Order 12.1 only applies to Framework Agreements which have been formed on the basis of competitive tenders and in full compliance with any legal requirements such as the duty to promote Equal Opportunities, the General Principles, the requirements of the Reform Act, Reform Act Regulations and/or European Procurement Regulations (if applicable) and provided that the Framework Agreement contains or allows any Call Off Contract awarded under this Standing Order 12 to contain the following matters:-</p> <ul style="list-style-type: none"> (i) Standing Order 2.3 (Form of Contract and Scots Law); (ii) Standing Order 2.6 (Best Value); (iii) Standing Order 16 (Compliance with the Data Protection Laws); (iv) Standing Order 17 (Confidentiality and Requests for Information); (v) Standing Order 18 (E-Procurement); and (vi) where appropriate, all Standing Orders relating to contract conditions.
12.3	Framework Agreements – Procedure for Calling Off	<p>Any Call Off Contract to be made under an external Framework Agreement (either as a direct award or following a mini-competition) must comply with:-</p> <ul style="list-style-type: none"> (a) the procedures specified in the Framework Agreement for the making of such a Call Off Contract; (b) be awarded using the criteria used to establish the Framework Agreement or as laid down in the Framework Agreement; and (c) where the estimated aggregated value of a Call Off Contract exceeds £50,000 the following requirements must be complied with:- <ul style="list-style-type: none"> (i) Standing Order 4.2 (Contract Reference Number); (ii) Standing Order 4.3 (Sourcing Strategy) (if in the opinion

of the Assessor the Call Off Contract is of high value and/or high risk);

- (iii) **Standing Order 4.14 (Community Benefit Requirement);**
- (iv) **Standing Order 18 (E-Procurement);**
- (v) **Standing Order 20 (Checking of Pre-Qualification documents/Tenders and Reporting);**
- (vi) **Standing Order 21 (Acceptance of Tenders)** unless a direct award is being placed via an i-procurement Purchase Order or from an electronic catalogue on an i-procurement system;
- (vii) **Standing Order 21.12 (Acceptance of Tenders – Contract Award Notices)** (for Regulated Procurements); and
- (viii) **Standing Order 25 (Contract Performance Security)** (as appropriate).

12A **DPS – External**

12A.1 **DPS- General**

- (a) The Standing Orders do not apply to Call Off Contracts to be awarded by the Joint Board using a DPS established by other organisations, including but not restricted to the Scotland Excel, Procurement Scotland, the Crown Commercial Service or any other public sector organisation who have made specific provision for collaboration with or allow their use by the Joint Board in their DPS, subject to **Standing Order 12A.2 and 12A.3**.
- (b) The Joint Board shall not seek offers for contracts which these organisations are entitled to seek on the Joint Board's behalf, except in such cases as the Joint Board deems it likely that Best Value (as set out in **Standing Order 2.6**) will be obtained by seeking tenders by other means, or as otherwise permitted by the DPS. Any such DPS must permit the Joint Board to obtain tenders independent of the DPS if it is likely to be in the interests of Best Value (as set out in **Standing Order 2.6**) to do so.

12A.2 **DPS
– Conditions**

Standing Order 12.1 only applies to a DPS which has been formed on the basis of competitive tenders and in full compliance with any legal requirements such as the duty to promote Equal Opportunities, the General Principles, the requirements of the Reform Act, Reform Act Regulations and/or European Procurement Regulations (if applicable) and provided that the DPS contains or allows any Call Off Contract awarded under this **Standing Order 12** to contain the following matters:-

- (i) **Standing Order 2.3 (Form of Contract and Scots Law);**
- (ii) **Standing Order 2.6 (Best Value);**
- (iii) **Standing Order 16 (Compliance with the Data Protection Laws);**
- (iv) **Standing Order 17 (Confidentiality and Requests for Information);**
- (v) **Standing Order 18 (E-Procurement);** and
- (vi) where appropriate, all **Standing Orders** relating to contract conditions.

12A.3	DPS – Procedure for Calling Off	<p>Any Call Off Contract to be made under an external DPS must comply with:-</p> <ul style="list-style-type: none"> (a) the procedures specified in the DPS for the making of such a Call Off Contract; (b) be awarded using the criteria used to establish the DPS or as laid down in the DPS; and (c) where the estimated aggregated value of a Call Off Contract exceeds £50,000 the following requirements must be complied with:- <ul style="list-style-type: none"> (i) Standing Order 4.2 (Contract Reference Number); (ii) Standing Order 4.3 (Sourcing Strategy); (iii) Standing Order 4.14 (Community Benefit Requirement); (iv) Standing Order 18 (E-Procurement); (v) Standing Order 20 (Checking of Pre-Qualification documents/Tenders and Reporting); (vi) Standing Order 21 (Acceptance of Tenders); (vii) Standing Order 21.12 (Acceptance of Tenders – Contract Award Notices) (for Regulated Procurements); and (viii) Standing Order 25 (Contract Performance Security) (as appropriate).
13	Collaborations	
13.1	Application	This Standing Order applies where the Joint Board is entering into Category C collaborative arrangements. The prior approval of the Treasurer and/or the Legal Advisor will be required to enter into any collaborative arrangement.
13.2	Non-partnership Clause	It shall be an essential express condition in every such collaborative arrangement that it is not intended that there is a legal partnership being created.
13.3(a)	Tendering	Where in terms of the collaborative arrangements consultants/specialists or other third parties are to be appointed by either the Joint Board or by the other lead partner then such appointment is to be awarded subject to competitive tendering procedures the same as those procedures specified in Standing Orders 6 (Restricted Tendering), 7 (Open Tendering) or the negotiated procedure if permitted in terms of Standing Order 8 (Negotiated Tendering Procedure) .
13.3(b)	Trading Operations	Despite the terms of Standing Order 13.3(a) , where the collaborative arrangement allows for the other lead organisation to offer to provide the service in-house, then that service may be viewed as to be treated as if they are a trading operation, in which case it must comply with the Local Authorities (Goods and Services) Act 1970 and/or Local Government in Scotland 2013 (as applicable) or any statutory modification or re-enactment thereof and any Regulations made and/or Guidance issued by the Scottish Ministers.

13.3(c)	European Procurement Regulations	However, Standing Order 13.3(b) will not apply if the estimated aggregated value of the works/goods or services would exceed the relevant Higher Value Thresholds. In that case any contract to be awarded shall need to be awarded in terms of Standing Order 14 (European Procurement Regulations) regardless of whether it is the Council or another lead organisation seeking to award the contract in terms of the collaborative arrangements.
13.4	Joint responsibility	Contracting Authorities will be jointly responsible for ensuring compliance with the European Procurement Regulations where:- <ul style="list-style-type: none"> (i) the procurement exercise is carried out in its entirety in the name of and on behalf of all the Contracting Authorities involved; or (ii) one of the Contracting Authorities manages the procurement exercise as lead and on behalf of all the Contracting Authorities involved
14	European Procurement Regulations	
14.1	Application	
14.1.1	Application - post Brexit	The European Procurement Regulations amended following the UK's exit from the European Union on 30 December 2020 apply to all procurement exercises commenced after 30 December 2020 where the contract value exceeds the relevant Higher Value Thresholds.
14.1.2	Application – transitional procurements and EU funded programmes	Higher Value Procurements which commenced before 30 December 2020, Call Off Contracts awarded under a Framework or DPS established before 30 December 2020 or following a procurement process commenced before 30 December 2020 pursuant to the European Procurement Rules and Higher Value Procurements receiving European funding will be subject to the European Procurement Regulations and the following additional requirements:- <ul style="list-style-type: none"> (a) publication of all relevant notices on OJEU; and (b) continued use of the European Single Procurement Document not SPD.
14.2	Tendering Processes	The procedures set out in the European Procurement Regulations are to be followed in relation to the setting up of a Framework Agreement or a DPS, the award of a contract, the award of a Call Off Contract and/or extension of a contract and the following Standing Orders shall be complied with:- <ul style="list-style-type: none"> (i) Standing Order 2 (General); (ii) Standing Order 4 (Pre-Tender Requirements); (iii) Standing Order 5.3 (Publication of Notices); (iv) approvals in terms of Standing Order 8 (Negotiated Tendering Procedure), 9 (Competitive Dialogue Procedure), 9A (Innovation Partnerships), 10 (Competitive Procedure with Negotiation) or 13 (Collaborations); (v) Standing Order 15 (Assurances – Tendering); (vi) Standing Order 16 (Compliance with the Data Protection Laws) (if appropriate); (vii) Standing Order 17 (Confidentiality and Requests for Information);

- (viii) **Standing Order 18 (E-Procurement);**
- (ix) **Standing Order 19 (Selection of Tenderers);**
- (x) **Standing Order 20 (Checking of Pre-Qualification documents/Tenders and Reporting);**
- (xi) **Standing Order 21 (Acceptance of Tenders);**
- (xii) Approvals in terms of **Standing Order 22 (Extension of Contracts);**
- (xiii) **Standing Order 24 (Responsible Third Parties);**
- (xiv) **Standing Order 25 (Contract Performance Security)** (if appropriate);
- (xv) **Standing Order 34 (Contract Modifications);**
- (xvi) **Standing Order 35 (Retention of Contract Documents);** and
- (xvii) All **Standing Orders** relating to contract conditions.

- 14.3 **Light Touch Regime** The procurement of Social and Other Specific Services shall be subject to:-
- (a) the light touch regime as detailed in the European Procurement Regulations which comprises:-
 - (i) publishing a contract notice (unless procuring without advertisement) and contract award notice
 - (ii) complying with the process for the selection of tenderers as set out in **Standing Order 19 (Selection of tenderers);**
 - (iii) complying with the General Principles; and
 - (iv) determining a procurement procedure taking account of the specificities of the services and the requirements and needs of the service user. Declaring that any procurement procedure which is not one of the standard procurement procedures provided for in the Reform Act, Reform Act Regulations and/or the European Procurement Regulations will require the prior approval of the Assessor in consultation with the Legal Advisor and Treasurer which approval will be secured via their signing of the Sourcing Strategy;
 - (b) the requirements of these Standing Orders as set out in **Standing Order 14.2** above (as appropriate);
 - (c) the following requirements of the Reform Act and the Reform Act Regulations 2016;
 - (d) complying with the Sustainable Procurement Duty (refer to **Standing Order 4.13**); and
 - (e) complying with any such guidance as the Legal Advisor and/or Treasurer consider appropriate.

15 **Assurances – Tendering**

15.1 **As part of Assessment Process**

- As part of any tendering process, the Joint Board shall obtain from tenderers or have confirmed via another tender process satisfactory assurances in writing in the form determined by the Legal Advisor, that:-
- (a) the tenderer has complied with all statutory requirements in respect of observing the Equalities Legislation;
 - (b) where the contract is for the provision of services of a public nature the tenderer has complied with the terms of the Human Rights Act 1998 in relation to the previous provisions of such services;
 - (c) the tenderer has not practised collusion in tendering for any

		contract with the Joint Board or offered, promised or given any financial or other advantage to the Joint Board or any person employed by or on behalf of the Joint Board in connection with the obtaining or carrying out of any contract with the Joint Board;
		(d) the tenderer has not engaged in serious and organised criminal activities;
		(e) where the contract is for the carrying out of works and/or the provision of construction services and/or supplies the tenderer has not engaged in blacklisting activities in the employment of their staff;
		(f) the tender commits to prompt payment of subcontractors;
		(g) the tenderer has complied with the requirements of the Modern Slavery Act 2015; and
		(h) the tenderer has complied with such other requirements as are relevant to the contract being procured.
15.2	Supporting Evidence and signing	<p>(a) Such assurances as may be required for a particular contract in terms of Standing Order 15.1 must be supported by satisfactory evidence (if required).</p> <p>(b) Where the contractor is a corporate body then the assurances must be provided by a director of the corporate body or other person authorised to bind the corporate body personally.</p> <p>(c) Reference should be made to the relevant Practice Notes or Procurement Processes and guidance sought from the Legal Advisor on the appropriate requirements (if required) on the appropriate requirements (if required) in relation to Equal Opportunities</p>
15.3	Selection Criteria - Obtaining Assurances	All documents detailing the selection criteria will specify that selection will include the obtaining by the Joint Board of satisfactory assurances in terms of Standing Order 15.1
16	Compliance with the Data Protection Laws	
16.1	To be in compliance with the Data Protection Laws	<p>The Assessor must comply with the Data Protection Laws including where appropriate:-</p> <p>(a) the carrying out of a Data Protection Impact Assessment; and/or</p> <p>(b) ensuring where the contractor will be a Data Processor (as defined in the Data Protection Laws that a written contract is entered into.</p>
17	Confidentiality and Requests for Information	
17.1	Giving out of Information not to be unreasonably excluded	All tender documentation, agreements or contracts shall not prohibit disclosure of information which would otherwise be disclosed in compliance with the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004 or any other legislation amending or replacing it or any guidance and/or codes of practice issued by the Scottish Information Commissioner in relation to such legislation

No tender documentation, agreement or contract should contain a condition that restricts unjustifiably the disclosure of information held by the Joint Board as a Scottish Public Authority in relation to the tender documentation, agreement or contract

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| 17.2 | Procurement/
Contracting Toolkits | Reference should be made to any Practice Notes and/or Toolkits issued by the Joint Board for guidance on the appropriate requirements. |
| 18 E-Procurement | | |
| 18.1 | Use of E-
Procurement | All procurement exercises where the estimated value of the contract exceeds £5,000 must be conducted using the E-procurement system approved by the Joint Board or by another secure electronic system as approved by the Legal Advisor or Treasurer (Call Off Contracts only). |
| 18.2 | Verification and
Authentication | <p>(a) Where E-procurement is being used the following requirements regarding the verification and authentication of the submission and the signature of the person making the submission must be complied with:-</p> <p style="margin-left: 40px;">(i) the signature of the person making the submission must be an authorised signatory of the applicant/tenderer</p> <p style="margin-left: 20px;">(b) Any document issued using electronic means must state the Joint Board's requirements relating to authentication or verification of the submission or of the signature of the person making the submission</p> |
| 18.3 | Receipt and Custody | <p>(a) No procurement documents submitted using E-procurement will be considered unless:-</p> <p style="margin-left: 40px;">(i) it is received in the format specified in the documents;</p> <p style="margin-left: 40px;">(ii) at the electronic address specified by the Joint Board; and</p> <p style="margin-left: 40px;">(iii) the electronic submission has been received by the time and date specified as the pre-qualification documents/tender deadline (in all cases being 12 noon).</p> |
| 18.4 | Late Submissions | The electronic mailbox identifies pre-qualification documents/tenders received after the date and time deadline specified for return as being late. Pre-qualification documents/tenders received after the date and time deadline specified for return cannot be considered under any circumstances |
| 18.5 | Opening of
procurement
documents | <p>(a) All procurement documents including quotes, pre-qualification documents and tenders submitted using E-procurement shall be opened and be made available for download at the same time via the Joint Board's approved e-procurement system.</p> <p>(b) Sequential opening must be adopted for all procurement exercises, irrespective of value, where the contract will be awarded on the basis of most economically advantageous tender.</p> |

- 18.6 **Electronic Auctions**
- (a) The Assessor and the Treasurer, in consultation with and the Legal Advisor, may authorise the carrying out of an Electronic Auction where satisfied that:-
 - (i) it is in the interests of the Joint Board to do so and where they are satisfied that the electronic auction is in accordance with the European Procurement Regulations; and
 - (ii) that the likely benefit of an Electronic Auction will outweigh the costs of undertaking the Electronic Auction
 - (b) An Electronic Auction may only be carried out where the possibility of the use of an Electronic Auction has been stated in the Contract Notice and the tender documents issued to tenderers.
 - (c) Before proceeding with an Electronic Auction the Assessor shall make a full initial evaluation of the tenders in accordance with the award criteria set and with the weighting fixed for them. All tenderers who have submitted admissible tenders shall be invited simultaneously by electronic means to submit new prices (downwards) and/or new values
 - (d) Prior to the commencement of any Electronic Auction, the Joint Board shall intimate to all tenderers involved the date and time fixed for the carrying out of the electronic auction and the proposed duration of the Electronic Auction together with any proposals for the extension of the duration of the Electronic Auction. An Electronic Auction must not start sooner than 2 working days from the date on which the invitations are sent out
 - (e) Throughout each phase of an Electronic Auction the Joint Board shall instantaneously communicate to all tenderers involved at least sufficient information to enable them to ascertain their relative rankings at any moment. During the Electronic Auction information relating to all tenderer's new prices and their ranking on price will be instantaneously available to all tenderers electronically (where this has been previously indicated). The Joint Board may also, at any time, announce the number of participants in that Electronic Auction. In no case may the Joint Board disclose the identities of the tenderers during any phase of an Electronic Auction
 - (f) Any Electronic Auction will be subject to the European Procurement Regulations and such additional procedural requirements as the Assessor and Treasurer, in consultation with the Legal Advisor, consider necessary
- 18.7 **Electronic Catalogues**
- (a) The Assessor may require tenders to be presented as an electronic catalogue or to include an electronic catalogue
 - (b) The requirement to provide electronic catalogues shall be subject to the European Procurement Regulations and such additional procedural requirements as the Assessor, Treasurer and/or the Legal Advisor consider necessary.

19	Selection of Tenderers	
19.1	Application	This Standing Order shall apply to all contracts apart from Call Off Contracts where the estimated value exceeds £50,00. The Assessor must have regard to any guidance issued by the Scottish Government under the Reform Act in relation to the selection of tenderers.
19.2	Mandatory Exclusion	<p>(a) The Assessor must apply the mandatory exclusions as are applicable to a Regulated Procurement or Higher Value Regulated Procurement as are set out in the European Procurement Regulations, Reform Act, the Reform Act Regulations and guidance issued by the Scottish Government under the Reform Act to exclude a bidder from a procurement exercise.</p> <p>(b) The Assessor may in exceptional circumstances for overriding reasons relating to the public interest disregard any of the mandatory exclusion grounds when making a decision on the selection of a bidder.</p>
19.3	Discretionary Exclusion	(a) The Assessor may apply any of the discretionary exclusions as are applicable to a Regulated Procurement or Higher Value Regulated Procurement as are set out in the European Procurement Regulations, Reform Act, the Reform Act Regulations 2016 and any guidance issued by the Scottish Government under the Reform Act to exclude a bidder from a procurement exercise.
19.4	Limits on Exclusion	(a) A bidder must not be indefinitely excluded from participating in a procurement exercise. The Assessor must apply the maximum periods for excluding as set out in the European Procurement Regulations, Reform Act, the Reform Regulations and guidance issued by the Scottish Government under the Reform Act.
19.5	Self Cleansing	<p>(a) Where a bidder is in a situation which may result in its exclusion from a procurement process, the Assessor must give the bidder the opportunity to provide evidence that it has taken sufficient and appropriate remedial action to demonstrate its reliability i.e. self cleansed.</p> <p>(b) When considering any self-cleansing measures provided by a bidder the Assessor must consider all relevant factors including the gravity and particular circumstances of the criminal offence or misconduct</p> <p>(c) If the Assessor is not satisfied that the self-cleansing measures are sufficient for a bidder to demonstrate its reliability, it must provide a written statement of reasons as soon as is reasonably practicable. The statement of reasons must allow the bidder to understand why the self-cleansing measures taken were insufficient and the basis for the decision</p> <p>(d) All decisions taken by the Assessor will be recorded in the Report on Tenders</p>

19.6	SPD	<p>(a) The Joint Board must accept an SPD as preliminary evidence in the form of a self declaration that:-</p> <ul style="list-style-type: none"> ◆ none of the mandatory or discretionary exclusion grounds apply to a tenderer; ◆ if any of the mandatory or discretionary grounds apply the self-cleansing measures that have been taken; and ◆ the tenderer meets the relevant selection criteria <p>(b) The Assessor must set out the specific requirements and minimum standards in the contract notice and tenderers will respond using the SPD.</p> <p>(c) The documents in support of the information provided in the SPD can be requested by the Assessor at any time during a procurement exercise but in any event:-</p> <ul style="list-style-type: none"> ◆ in an open tendering procedure must be requested and checked prior to award; ◆ in a restricted tendering procedure, competitive procedure with negotiation, competitive dialogue or innovation partnership must be requested and checked prior to issuing invitations to submit tenders; and ◆ in any procurement exercise where the Assessor has a genuine concern that there is a risk to effective conduct of the procurement procedure or ensure the integrity and proper conduct of the procurement process <p>(d) Where the capability or capacity of a sub-contractor or members of a consortia will be relied on to meet the selection criteria in respect of economic and financial standing or technical and professional ability in any procurement process the Assessor must request a separate SPD from those parties.</p>
20	Checking of Pre Qualification Documents/Tenders and Reporting	
20.1	Assessor to Check pre-qualification responses/Tenders	All pre-qualification documents/tenders received shall, after opening in accordance with Standing Order 18.5 , be returned to the Assessor for checking
20.2	Evaluation	<p>(a) The procurement documents shall state the selection and contract award criteria applicable to the procurement exercise. All pre-qualification responses and tenders shall be evaluated strictly in accordance with the evaluation criteria set out in the procurement documents.</p> <p>(b) If during the evaluation process any communication is necessary prior to selecting bidders to be invited to tender/participate or contract award in order to clarify or supplement any aspect of their pre-qualification response/tender such communication shall be conducted via the relevant e-procurement system in accordance with Standing Order 20.3</p>
20.3	Clarification of Pre	(a) Between the last date and time for the receipt of pre-qualification

qualification Responses/Tenders

responses/tenders and the date on which a decision is taken as to which, if any, tenderer will be invited to submit a bid/tender is to be accepted, contact may be made using the e-procurement system adopted for the procurement exercise with a person who has submitted a pre-qualification response/tender in respect of any contract in cases where it may be necessary to validate or clarify the terms of the pre-qualification response/ tender or to make any necessary arithmetical adjustments to a tender, but not for any other reason.

- (b) All discussions should be conducted in accordance with the following additional rules:-
 - (i) all tenderers must be treated equally and in a fair and transparent manner;
 - (ii) tenderers must not be allowed to change their tenders in a way that allows them to improve their offer;
 - (iii) all matters of clarification (other than arithmetic adjustments which should be dealt with in accordance with **Standing Order 20.3 (c)** or clarification of a matter specific to an individual tender must be notified to all persons submitting a pre-qualification response/tender;
 - (iv) where there is a need for clarification with more than one person those discussions should not be confined to the tenderer most likely to win the contract;
 - (v) there must be no discussions on fundamental aspects of tender changes to which are likely to distort competition including but not limited to prices;
 - (vi) no material change to the specification and/or the criteria on which the tenders are to be assessed; and
 - (vii) clarification process is carried out using the e-procurement system adopted for the relevant procurement exercise with a full written record shall be kept by the Assessor of all contacts, discussions, communications and meetings with the tenderer and the outcome of these discussions including any adjustments made as a consequence.
- (c) Where having checked all the price bids opened that examination reveals obvious errors or discrepancies which would affect the tender rates/price in any of those price bids opened, these errors will be dealt with in the following manner:-
 - (i) any obvious arithmetic errors will be rectified by the Assessor and the amount of the tender shall be held to be the amount of the documents so rectified and the tenderer informed in writing of the corrected amount; and
 - (ii) where there is an obvious and genuine error in the rates quoted, the tenderer will be given the opportunity of either confirming that they agree to their tender being considered with the error remaining or withdrawing their tender. This procedure must be undertaken in writing. If the tenderer decides to withdraw their tender, it will not be considered for acceptance. The tenderer must not be given the opportunity to submit an amended tender.

		(d) Under no circumstances should a procuring officer re-open an SPD/ITT on PCS-T following the return date to allow for clarification by a bidder. All clarifications should be dealt with via the messaging area on PCS-T.
20.4	No fundamental Changes to Tender Conditions Permitted	Standing Order 20.3 does not permit the making of fundamental changes to the tender specifications and/or the award criteria as a result of any post tender discussions with a person(s) making a tender. Where changes to the specification and/or the award criteria are required and/or would be advantageous to the Joint Board, the tendering process must be cancelled by the Assessor. If the tendering process is cancelled, it shall be re-started from the beginning in relation to the seeking of tenders.
20.5	Report on Pre Qualification Responses/Tenders	Following the checking and assessment of all pre qualifications/tenders received in relation to a particular contract (including a Call Off Contract) a Report on Tenders in a format approved by the Legal Advisor shall be prepared and approved by the Assessor.
20.6	Exclusion of Tenderers before submission of tenders	<p>(a) As soon as reasonably practicable after deciding to exclude a tenderer from participating in a procurement exercise in terms of Standing Order 19 at any stage before submitting a tender the Assessor must notify the tenderer of that decision in accordance with the requirements of the Reform Act Regulations 2016 and any guidance and requirements as the Legal Advisor considers appropriate</p> <p>(b) The letter must be in a format approved by the Legal Advisor and should be issued in accordance with Standing Order 21.5.</p>
21	Acceptance of Tenders	
21.1	£200,000 and Below – Assessor	<p>Where the estimated aggregated value of any contract for the supply of any goods, the carrying out of any works or the provision of any services does not exceed £200,000:-</p> <ul style="list-style-type: none"> ◆ the lowest priced tender (in a price only tender for a works contract where the estimated value is less than £2million); or ◆ the most economically advantageous tender <p>may be accepted by the Assessor and a letter of acceptance issued to the successful contractor.</p> <p>A copy of the contract acceptance must be sent to the Treasurer.</p>
21.2	Over £200,000 – Assessor in Consultation with members	<p>(a) Where the estimated aggregated value of any contract for the supply of any goods, carrying out of any works or the provision of any services exceeds £200,000:-</p> <ul style="list-style-type: none"> ◆ the lowest tender (in a price only tender for a works contract where the estimated value is less than £2million); or ◆ the most economically advantageous tender <p>may be accepted by the Assessor, following consultation and agreement with the Convener or (in his/her absence) Depute Convener of the Joint Board and a letter of acceptance issued to</p>

the successful tenderer

(b) Where no such agreement can be reached then the tender can only be accepted on the authority of the Joint Board following consideration of a written report specifying reasons for the failure to agree and the details of the relevant tenders

21.3 Not accepting the Lowest Tender (in a price only tender for works where the estimated value is less than £2million) or where the Cost of the tender exceeds the Financial provision

(c) copy of the contract acceptance must be sent to the Treasurer. Where it is proposed to accept a tender

(i) which is either:-

(a) not the lowest priced tender submitted (in a price only tender for a works contract where the estimated value is less than £2million); or

(b) the cost of the tender is in excess of the financial provisions which have been made and approved by the Joint Board in terms of the Joint Board's Financial Regulations; or

(ii) where funding is provided by a third party which has been approved by the Joint Board,

then such tender shall only be accepted by the Assessor and a letter of acceptance issued to the successful tenderer on the authority of the Joint Board following consideration by them of a written report advising of that fact, the likely additional costs and where applicable, the reason(s) for not accepting the lowest tender submitted.

21.3A Abnormally Low Tenders

(a) Where a tender appears, in the opinion of the Assessor, to be abnormally low having considered all factors which may affect price or costs and the effective delivery of the contract he must require a tenderer to explain

(b) A tender must be rejected as being abnormally low if:-

- ◆ the Assessor is not satisfied that the evidence supplied explains the low level of the tender or
- ◆ it has been established that the tender is abnormally low because it does not comply with environmental, social or labour law

(c) A tender must not be rejected solely on the basis of low price or cost

(d) In deciding whether to exclude an abnormally low tender the appropriate Assessor must comply with any guidance issued by the Scottish Government under the Reform Act and any guidance and requirements as the Legal Advisor and/or the Treasurer considers appropriate

21.4 No Tender Being Accepted

If the Assessor decides that none of the tenders submitted should be accepted, then the Assessor shall notify all persons making tenders accordingly.

21.5 **Issue of Letters**

- (a) Letters to the unsuccessful tenderer will be issued at the same time as the letter to the successful tenderer.
- (b) Letters to be issued under the Standing Orders shall be in a format approved by the Legal Advisor.
- (c) Letters to be issued under this Standing Order shall be issued electronically via the Joint Board's approved e-procurement system and may be followed up by the posting of a hard copy at the discretion of the Assessor.

21.6 **General Conditions**

No tender shall be accepted unless:-

- (a)
 - (i) the Assessor is satisfied as to the current technical and professional ability of the tenderer and
 - (ii) the Assessor in consultation with the Treasurer is satisfied with the economic and financial standing of the tenderer in question (other than for contracts being procured using the urgency ground of the negotiated tendering procedure in accordance with **Standing Order 8.3.2**);
- (b) where the tender is not within the financial provisions which have been made and approved by the Joint Board in terms of the Joint Board's Financial Regulations or funding is provided by a third party which has been approved by the Joint Board, the additional cost has received prior approval from the Joint Board;
- (c) the tenderer and any sub-contractor/consultant who will be used to deliver the contract agrees to comply with the terms of:-
 - (i) **Standing Order 17 (Confidentiality and Requests for Information)**;
 - (ii) all **Standing Orders relevant to contract terms**; and
 - (iii) **Standing Order 25 (Contract Performance Security)**;
- (d) the tenderer has provided the appropriate assurances as required in terms of **Standing Order 15 (Assurances – Tendering)**;
- (e) where the contractor will be a Data Processor (as defined in the Data Protection Laws) the requirements of **Standing Order 16 (Compliance with the Data Protection Laws)** have been complied with;
- (f) where a contract is of a type referred to in the Local Government Contracts Act 1997 (a contract of services lasting or intended to last for a period of 5 years or longer or a financial arrangement relating to such a contract) the contract shall not be entered into by the Joint Board until a certificate in compliance with the Act is issued by the Joint Board where it is requested by the tenderer; and
- (g) the Assessor is satisfied with the documentary evidence or certificates produced by the tenderer in support of the information provided in the SPD

21.7	Compliance with the Standstill Period	<p>(a) Where the European Procurement Regulations apply to any contract (other than a contract for Social and other Specific Services) no acceptance of a successful tender shall be made by the Joint Board unless and until the standstill procedure set out in the European Procurement Regulations has been followed.</p> <p>(b) The standstill period referred to in the standstill procedure depends on the method by which the standstill letter is sent. If the standstill letter is sent by fax or email the standstill period is a minimum of 10 calendar days from the date on which the last standstill letter for the particular tender is sent and if sent by any other means the standstill period is a minimum of 15 calendar days. In calculating the standstill period the date the standstill letter is sent must be disregarded and if the last day is not a working day the standstill period must be extended to the next working day.</p> <p>(c) The standstill letters must be in a format approved by the Legal Advisor and signed by the Assessor or other person authorised by the Joint Board.</p> <p>(d) At the option of the Assessor a voluntary standstill period can be observed in relation to the award of any contract and/or setting up of a Framework Agreement, DPS or arrangement established in terms of the light touch regime and/or the award of a Call Off Contract and the provisions of this Standing Order 21.7 will apply.</p>
21.8	Notification of Award to the Joint Board	<p>(a) Any contract awarded with an estimated aggregated value in excess of £50,000 shall be reported by the Assessor to the Joint Board on a six monthly basis.</p> <p>(b) The report shall contain the following information:-</p> <ul style="list-style-type: none"> (i) the name of the successful tenderer(s) (ii) the value of the contract awarded; (iii) the date of award and (iv) the brief description of the contract <p>and such other information as may be specified from time to time by the Treasurer.</p>
21.9	Debrief	The Joint Board will offer all unsuccessful tenderers an opportunity for a debrief.
21.10	Giving of Reasons – Regulated Procurements	<p>(a) In relation to all Regulated Procurements the Assessor must notify its decision to award to all unsuccessful bidders</p> <p>(b) The notification must be in a format approved by the Legal Advisor and signed by the Assessor.</p>
21.11	Provision of Further Information – Regulated Procurements	Where a written request for further information is received from a person in relation to a Regulated Procurement the Joint Board must comply with the requirements of the Reform Act and seek advice and assistance as required from the Legal Advisor

- 21.12 **Contract Award Notices**
- (a) The Assessor shall ensure that Contract Award Notices are published for all Regulated Procurements (including Call Off Contracts) and Higher Value Regulated Procurements (other than Call Off Contracts) as soon as possible after acceptance of the successful tender/appointment to a Framework or DPS and no later than 30 days after the issue of the letter of award of the contract/conclusion of the Framework or DPS in accordance with **Standing Order 5.3**
 - (b) Where a contract has been awarded based upon a DPS the contract award notices can be aggregated on a quarterly basis and published within 30 days after the end of each quarter
- 22 **Extension to Contracts**
- 22.1 **Extension of Contracts subject to the European Procurement Regulations**
- (a) The extension of a contract which was originally procured under the European Procurement Regulations and includes an option to extend, may be extended under **Standing Order 22.2** even if the estimated aggregated value of the extension is above the relevant Higher Value Thresholds
 - (b) Where a contract was not originally procured under the European Procurement Regulations and the estimated aggregated value of the proposed extension is above the relevant Higher Value Thresholds, then the proposed extension (whether or not the extension was provided for in the original contract) cannot be made under this Standing Order and **Standing Order 14 (European Procurement Regulations)** will apply.
- 22.2 **Authorisation of a Contractual Extension**
- (a) Where the Assessor considers that an existing contract should be extended and the option to extend was disclosed in the original contract notice and procurement documents for that contract, the Assessor may authorise the exercise of that option provided the Assessor is satisfied:-
 - (i) the extension secures Best Value (as set out in **Standing Order 2.6**);
 - (ii) the period of the extension does not exceed the original period of the original contract
 - (iii) the original contract has not been extended previously in terms of this **Standing Order 22.2** (unless the contractual extension can be exercised in instalments in terms of **Standing Order 22.2(b)**)
 - (iv) with the financial standing of the contractor; and
 - (v) that the performance of the contractor in the original contract period has been satisfactory in that an average performance rating of 70% or above has been achieved in the performance appraisal(s) carried out during the original contract period.
 - (b) A contractual extension can be exercised in instalments provided that the period of those instalments are stated in the contract notice, procurement documents and any subsequent separate contract document.
- 22.3(a) **Non-contractual**
- (a) Where the contract does not make provision for the extension of

extensions	<p>the contract or the contract has already been extended in terms of Standing Order 22.2, the Assessor shall not extend the contract unless:-</p> <ul style="list-style-type: none"> (i) the use of the negotiated procedure can be justified in terms of Standing Order 8 (Negotiated Tendering Procedure) and (ii) the conditions set out in Standing Order 22.3(b) are satisfied.
22.3(b) Conditions to be Applied to a Non-contractual Extension	<p>(b) A contract for the supply of goods, the carrying out of works or the provision of services may be extended without fresh competition for further goods, works or services of a similar description provided that:-</p> <ul style="list-style-type: none"> (i) the original contract was won in competition; (ii) the unit costs in respect of the supply of further goods, or the costs in carrying out the particular works or providing those particular services have not increased by more than 10% (after making allowance for the rate of inflation by use of the Consumer Price Index) over those contained in the original contract; (iii) the extension proposed is reasonable in all the circumstances; (iv) the period of extension does not exceed the original period of the original contract; (v) the original contract has not been extended previously in terms of this Standing Order 22.3; (vi) the Treasurer is satisfied with the financial standing of the contractor; and (vii) the performance of the contractor in the original contract period has been satisfactory in that an average performance rating of 70% or above has been achieved in the performance appraisal(s) carried out during the original contract period.
22.4 Authorisation of a Non-Contractual Extension	<p>No contract shall be extended in accordance with Standing Order 22.3 except with the prior written authorisation of the Assessor in consultation with the Treasurer or with his/her agreement (if agreement is required in compliance with Section 17.2 of the Joint Board's Financial Regulations) and the and the Convener (or in his/her absence) the Depute Convener of the Joint Board.</p>
22.5 Notification to Board	<p>Any contract extended under Standing Order 22 shall be reported by the Assessor to the Joint Board on a six monthly basis in a format approved by the Legal Advisor.</p>
22.6 Keeping records	<p>In all cases where a contract is extended in accordance with this Standing Order 22, a full written record of all contacts, discussions and communications with the contractor shall be kept by the Assessor together with a full explanation as to why the Assessor considered it appropriate to extend the contract and confirming that the extension secures Best Value (as set out in Standing Order 2.6).</p>

23	Nomination of Sub-Contractors	
23.1	Tendering for Sub-Contractors	<p>Where a contract provides for the nomination by the Assessor of a sub-contractor for the supply of goods, carrying out of works or provision of services as the case may be, the following provisions shall apply:-</p> <p>(a) tenders shall be invited by the Assessor from not less than five persons whom he/she considers competent (having regard to the technical capability and financial standing of such persons) for the purpose unless, in consultation with the Convenor (or in his/her absence) Depute Convenor of the Joint Board, he/she considers that less than five persons are competent in which case he/she may invite tenders from such lesser number of persons; and</p> <p>(b) all tenders shall then be submitted, opened, checked and accepted in accordance with Standing Orders 18 (E-procurement), 20 (Checking of Pre-Qualification documents/Tenders and Reporting) and 21 (Acceptance of Tenders).</p>
24	Responsible Third Parties	
24.1	Obligations of third parties	<p>Any third party or person (not being an Official of the Joint Board) who is responsible to the Joint Board for a contract on its behalf shall in relation to that contract:-</p> <p>(i) comply with these Standing Orders as though he were an official of the Joint Board;</p> <p>(ii) at any time during the carrying out of the contract produce on request to the Assessor all records maintained by him in relation to that contract; and</p> <p>(iii) on completion of the contract, transmit to the Assessor all such records relating to that contract including information relevant to the Transfer of Undertaking Regulations or amending legislation, where appropriate or applicable</p>
24.2	To be a contract Condition	A condition to this effect shall be included in any contract /documentation appointing the third party.
25	Contract Performance Security	
25.1	General right to require security	The Joint Board may ask for security on any contract for the carrying out of works, supply of goods or the provision of services (including any Call Off Contract) where it is in the opinion of the Assessor and/or Treasurer considered to be appropriate. Such security could include, but not be limited to, a parent company guarantee, performance bond (if the estimated value of the single contract or Call Off Contract is more than £500,000). The terms of any security will be in a form approved by the Legal Advisor.
26	Contract Term - Sub-Contractors	

- 26.1 **Obligations on Sub-Contractors** It shall be a condition of every contract entered into by the Joint Board that all conditions to be observed by contractors in terms of these Standing Orders and in the contract itself shall equally apply to sub-contractors, and all contractors shall be responsible for the observance of such conditions by such sub-contractors
- 27 **Contract Terms – Insurance**
- 27.1 **Contractor must have Insurance to specified level** All specifications issued by and contracts entered into with the Joint Board in connection with the carrying out of works or the provision of services or supplies shall provide that the contractor shall be insured with an Insurance Company approved by the Joint Board or shall demonstrate self insurance to the satisfaction of the Treasurer against:-
- (i) liability at common law and/or under any legislation including but not restricted to liability under Employer's Liability Compulsory Insurance;
 - (ii) liability to third parties;
 - (iii) any relevant professional indemnity cover; and
 - (iv) any other matters relevant to the contract being entered into to such levels as may be specified from time to time by the Assessor or by law
- 27.2 **Proof of Insurance – Contract Term** It shall be a condition of every contract entered into with the Joint Board for the carrying out of works for, or the provision of services or supplies to, the Joint Board, that
- (a) current certificates of insurance shall be exhibited to the Joint Board prior to the commencement of every contract;
 - (b) any new policy of insurance (under which circumstances **Standing Order 27.1** shall apply to that new insurance policy) shall be exhibited to the Joint Board prior to or at its commencement; and
 - (c) on demand any renewal receipts shall be exhibited during the period of the contract.
- 27.3 **Dealing with Claims – Contract Term** It shall be a condition of every contract entered into with the Joint Board for the carrying out of works for, or the provision of services or supplies to the Joint Board, that the contractor shall require to deal with any claim, potential claim or complaint arising from the carrying out of said works or the provision of said services or supplies, made by the Joint Board, any of its tenants or any other person deriving right or benefit there from:-
- (a) by providing in writing within fourteen calendar days of such claim, potential claim or complaint first having been intimated to the contractor, details of the name and address of their Insurance Company, together with the relevant policy number, to enable such claim, potential claim or complaint to be intimated to their Insurance Company by the Joint Board, any such tenant or any such other person;
 - (b) declaring that the contractor shall be obliged thereafter to provide

timeously to their Insurance Company all relevant details to enable such claim, potential claim or complaint to be processed with the minimum of delay and

- (c) binding the contractor to update the Joint Board on the progress and outcome of any claim submitted by any of its tenants or any other person deriving right or benefit from the Joint Board

28 **Contract Terms -
Illegal Practices**
28.1 **Cancellation of
Contract**

Every contract entered into by the Joint Board shall contain a clause entitling the Joint Board to cancel the contract and to receive from the contractor the amount of any loss resulting from such cancellation if the contractor or any of their representatives (whether with or without the knowledge of the contractor) shall have practised collusion in tendering for the contract or any other contract with the Joint Board or shall have offered, promised or given to the Joint Board or any other public body or any person employed by or on behalf of the Joint Board or any other public body any financial or other advantage to induce a person to perform improperly or to reward a person for the improper performance of a relevant function of activity in relation to the obtaining or carrying out the contract or any other contract with the Joint Board or any other public body

28.2 **Remedies**

- Where a contract is cancelled in terms of **Standing Order 28.1:-**
- (a) the contractor shall be liable for any loss or damage which the Joint Board may thereby sustain; and/or
 - (b) where the contractor is included in any list of persons who will be considered for tenders the Assessor shall immediately remove or require the removal of the contractor from that list; and/or
 - (c) where the Contractor is appointed to any Framework, DPS or arrangement established in terms of the light touch regime, the Assessor shall immediately remove or require the removal of the contractor from that Framework, DPS or arrangement established in terms of the light touch regime.

29 **Contract Terms –
Assignment/Sub-
Contracting**
29.1 **No Assignment/Sub-
Contracting
Permitted**

Unless specifically permitted in a contract, a contractor shall not assign or sub-contract the contract or any part thereof except with the prior written consent of the Joint Board.

29.2 **Approval**

- The Assessor shall approve any request to sub-contract or assign the contract or any part thereof which meets:-
- (a) the requirements of the contract conditions in relation to sub-contractors and assignment; and
 - (b) the following requirements of Standing Orders:-
 - (i) **Standing Order 15** (Assurances - Tendering) (as appropriate);
 - (ii) **Standing Order 19.1 to 19.6** (Selection of Tenderers); and
 - (iii) **Standing Order 21.6 (a) and (d) to (g)** (General Conditions – Acceptance of Tenders).

30 **Contract Terms -**

30.1	Equalities Legislation To be in compliance with Equalities Legislation	Where the contract relates to the discharge of a Joint Board function, the contractor shall be bound to discharge that function in a manner which encourages the observance of the Equalities Legislation
30.2	Undertaking in relation to Equalities	<p>Where a contractor is undertaking a function of the Joint Board on its behalf the contract must contain an undertaking by the contractor, when carrying out that function, not to do any act which constitutes discrimination on the grounds of sex, marital status, race, disability, age, gender, sexual orientation, language or social origin, or other personal attributes (including religion or lack thereof) such as religious beliefs or political opinions (or lack of such beliefs or opinions). Further the contract must contain such provision(s) as is/are necessary, having due regard to the need to:-</p> <ul style="list-style-type: none"> ◆ eliminate unlawful discrimination; ◆ eliminate harassment; ◆ promote equality of opportunity; ◆ take steps to take account of persons disabilities etc, even where that involves treating disabled persons etc more favourably than other persons; ◆ promote positive attitudes; and ◆ encourage participation in public life, <p>to ensure that the Joint Board can comply with its statutory duties, and where appropriate to ensure that the contractor will comply with its statutory duties, under the Equalities Legislation</p>
31	Contract Terms - Human Rights Act 1998	
31.1	To be in compliance with the Human Rights Act 1998	Where appropriate, any contract must contain an assurance in writing, in the form determined by the Legal Advisor, that the contractor will comply with the requirements of the Human Rights Act 1998, if applicable and/or subsisting, in so far as they are carrying out a function for the Joint Board and that the contractor will indemnify the Joint Board against any and all claims that may be made against the Joint Board due to a breach of the Act which is caused by, or arises out of, the contract or any actions or omissions of the contractor under the contract.
32	Contract Terms – compliance with Environmental, Social and Employment Law	
32.1	Conditions for Performing Contract	<p>The Assessor must include in a contract or Framework Agreement or DPS or arrangement established in terms of the light touch regime conditions relating to the performance of that contract, Framework Agreement, DPS, arrangement established in terms of the light touch regime and Call Off Contract that:-</p> <ul style="list-style-type: none"> (i) are linked to the subject matter of the contract, Framework Agreement, DPS, arrangement established in terms of the light touch regime or Call Off Contract; (ii) are indicated in the call for competition or procurement documents; and (iii) are reasonably necessary to ensure that the successful bidder

complies with environmental, social and employment law.

33	Contract Terms – Termination of Contracts	
33.1	Express Term of contract	<p>It shall be a condition of every contract entered into by the Joint Board, all Framework Agreements, any DPS established by the Joint Board, all arrangements established in terms of the light touch regime and any Call Off Contracts that the Joint Board has the right to terminate the contract, Framework Agreement, DPS, arrangement established in terms of the light touch regime or Call Off Contract where:-</p> <ul style="list-style-type: none"> (i) the contract or Framework Agreement, DPS, arrangement under the light touch rules or Call Off Contract has been subject to substantial modification which would have required a new procurement exercise; and (ii) the contractor at the time of the award was subject to one of the mandatory grounds of exclusion in the European Procurement Regulations or the Reform Act Regulations and should have been excluded from the procurement exercise.
33.2	Implied Term of Contract	<p>Even if there is no express term in a contract allowing the Joint Board to terminate the contract or Framework Agreement or DPS or arrangement established in terms of the light touch regime or Call Off Contract on any of the grounds mentioned in Standing Order 33.1 a term will be implied giving the Joint Board the right to terminate on giving notice.</p>
33.3	Approval	<p>The decision to terminate any contract, Call Off Contract or a contractor's appointment to a Framework Agreement, DPS or arrangement established in terms of the light touch regime shall be authorised by the appropriate Assessor in consultation with the Treasurer/Legal Advisor.</p>
34	Contract Modifications	
34.1	Application	<ul style="list-style-type: none"> (a) A contract, Framework Agreement, DPS, arrangement established in terms of the light touch regime or Call Off Contract may be modified during its term without a new procurement exercise being carried out provided the requirements of Regulation 72 of the European Procurement Regulations are met. (b) This Standing Order will apply to all contracts, Framework Agreements, DPS, arrangements established in terms of the light touch regime or Call Off Contracts where the estimated value exceeds £50,000 and includes all Higher Value Regulated Procurements.
34.2	Approval	<p>The decision to modify in accordance with this Standing Order shall be authorised by the Assessor in consultation with the Treasurer/Legal Advisor.</p>
35	Retention of Contract Documents	
35.1	Retention of contracts awarded	<ul style="list-style-type: none"> (a) The Assessor must ensure that copies of all contracts awarded are kept in accordance with the Joint Board's retention policy for

		contract documents
		(b) This Standing Order applies to all contracts where the estimated value exceeds £50,000 and includes all Higher Value Regulated Procurements
35.2	Retention of documents relevant to awarded contracts	<p>(a) The Assessor must ensure that the progress of all procurement exercises where the contract value exceeds £50,000 (including all contracts where the value exceeds the relevant Higher Value Thresholds) is documented and that those documents are kept for a period in line with the Joint Board's retention policy for contract documents.</p> <p>(b) The documentation retained must justify decisions taken in all stages of the procurement exercise and comply with the requirements of any relevant Procurement Process</p>
36	Procurement Strategy	
36.1	Preparation of the Procurement Strategy	Before the start of each new financial year the Joint Board must review its Procurement Strategy and, if appropriate, revise that Procurement Strategy in accordance with the requirements specified in the Reform Act and guidance published by the Scottish Government under the Reform Act.
36.2	Publication of the Procurement Strategy	The Joint Board must publish the Procurement Strategy and any revised Procurement Strategy on its website and in any other manner as indicated by the Joint Board.
37	Annual Procurement Report	
37.1	Preparation of the Annual Procurement Report	Within four months of the end of the financial year for which a Procurement Strategy or revised Procurement Strategy was prepared the Joint Board must prepare an annual procurement report in accordance with the requirements specified in the Reform Act and guidance published by the Scottish Government under the Reform Act.
37.2	Publication of the Annual Procurement Report	The Joint Board must publish the annual procurement report on its website and in any other manner as determined by the Joint Board.



Scheme of Delegation

**Submitted to the meeting of Lanarkshire Valuation Joint Board on
Monday 27 June 2022**

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Lanarkshire Valuation Joint Board
Scheme of Delegation and Recognition by the Lanarkshire Valuation Joint Board
in respect of the Assessor and Electoral Registration Officer

Introduction

The powers/functions detailed within this document are those delegated by Lanarkshire Valuation Joint Board to the Assessor and Electoral Registration Officer, or Assistant Assessor and Electoral Registration Officer(s), or, in appropriate cases, powers/functions, recognised by the Joint Board as powers/functions exercised by the Assessor and Electoral Registration Officer under statutory authority.

General

Without prejudice to the statutory functions and duties of the Assessor and Electoral Registration Officer, the delegations approved by the Lanarkshire Valuation Joint Board are subject to:-

- ◆ appropriate provisions for financial outlays having been made in the estimates for the current year, and
- ◆ the approved Standing Orders on Contracts and the Financial Regulations of the Joint Board.

Powers/Functions Delegated or Recognised

The Assessor and Electoral Registration Officer is empowered or is recognised by the Joint Board as having the authority:-

- 1 to deploy resources as he/she thinks fit for the best execution of functions under his/her management.
- 2 to organise working processes safely.
- 3 to maintain proper security for employees, building, stocks, stores, furniture, equipment and similar items under his/her control. Where special arrangements are considered necessary, he/she shall consult with the Treasurer to the Joint Board.
- 4 to ensure that all activities are within the legal powers of the Joint Board and/or of the Assessor and Electoral Registration Officer and, in the event of doubt, to consult with the Clerk to the Board and/or independent legal adviser as appropriate.
- 5 where he/she thinks it is in the interest of the Joint Board or to be of assistance in carrying out his/her statutory functions, to approve the provision of reasonable hospitality to representatives of other authorities, organisations, officers of the Board and to others up to a maximum of £500 in relation to any one occasion.
- 6 where he/she thinks it is in the interest of the Joint Board or to be of assistance in carrying out his/her statutory functions, to approve the attendance of staff at relevant courses, conferences and seminars up to a maximum cost of £1,000 in relation to any one person attending one event.
- 7 to authorise attendance of employees on full-time, part-time or correspondence courses of study and the payment of appropriate fees.
- 8 to issue orders for the supply of goods and services required for normal working and for which there is adequate provision in the estimates all in accordance with any Standing Orders on Contracts, purchasing policy and financial regulations adopted by the Joint Board.

- 9 to authorise the payment of accounts due by the Joint Board or by the Assessor and Electoral Registration Officer for goods and services properly supplied and for which there is adequate provision in the estimates.
- 10 to appoint all employees up to but not including Chief Officer grade within the authorised establishment.
- 11 to make, in consultation with the Clerk and Head of Personnel Services for the lead authority (South Lanarkshire Council), such changes to the authorised establishment up to but not including Chief Officers, as he/she considers necessary to meet the requirements of efficient service delivery subject to the proviso that any changes can be funded from the approved budget.
- 12 to exercise the powers given to the Chief Officers in various Conditions of Service so far as discipline and efficiency of the Office of the Assessor and Electoral Registration Officer is concerned.
- 13 to apply the Conditions of Service adopted by the Joint Board as affecting employees within the Office of the Assessor and Electoral Registration Officer.
- 14 to authorise the working of ordinary overtime by the appropriate grades of officers. In addition, the Assessor and Electoral Registration Officer is empowered to authorise the payment of overtime to certain officers whose salary exceeds the normal overtime limit subject to the proviso that the basic overtime rate will not exceed any grading level or spinal column point approved by the lead authority (South Lanarkshire Council) as the maximum basic overtime rate payable and provided that the prior agreement of the Head of Personnel Services of the lead authority (South Lanarkshire Council) has been requested and obtained. The delegated authority is also subject to the proviso that the payments in respect of overtime can be met from the approved revenue budget.
- 15 to take all necessary action of a routine nature in terms of his/her appointment to implement policies, practices and procedures previously agreed by the Joint Board and also to take such action implicitly in all matters ancillary thereto, including the incurring of expenditure of a minor or recurring nature and for which adequate provision has been made in the estimates.
- 16 to sign and issue (a) authorisation to officers within the Office of the Assessor and Electoral Registration Officer to exercise statutory powers (including the right to enter land and premises in connection with the discharge of their duties) and (b) identity cards.
- 17 in addition to signing documents on his/her own behalf under his/her own authority and in connection with the exercise of his/her statutory functions, to sign documents on behalf of the Joint Board relevant to any other functions which Assessors and Electoral Registration Officers in Scotland have traditionally carried out on behalf of their valuation authorities.
- 18 to advise the Treasurer to the Board about any extraordinary financial obligation which will affect the Joint Board.
- 19 to advise the Treasurer to the Board about any extraordinary risk which will affect the insurances held on behalf of the Joint Board.

- 20 to adopt any special leave scheme approved by the lead authority (South Lanarkshire Council) and to permit any member of his/her staff to absent themselves occasionally and temporarily during business hours to attend to duties or service of a civic, honorary, charitable, academic or social nature provided that these do not interfere with the efficient discharge of the functions of the Assessor and Electoral Registration Officer or of the Valuation Board.
- 21 to terminate, on behalf of the Joint Board, any contract which the Joint Board is entitled to terminate under the appropriate conditions of contract, after consultation with the Clerk to the Board, if satisfied that it is in the interest of the Joint Board to do so.
- 22 to engage private legal firms and/or legal counsel in respect of judicial or quasi-judicial proceedings or in connection with questions relating to the statutory powers or functions of the Assessor and Electoral Registration Officer and to take appropriate action including initiating, entering, defending and withdrawing from such proceedings or engagements.
- 23 to appoint consultants, specialists and parliamentary agents where appropriate.
- 24 subject to any necessary consultation with the Clerk and Treasurer, to place contracts for the production and printing of the valuation roll, council tax list, the register of electors and electoral registration documentation/forms at such reasonable cost as may be necessary to ensure the timeous procurement of these documents in the discharge of statutory functions.
- 25 to authorise that the salary of an officer should progress over/beyond a salary bar point in the circumstances where the Assessor and Electoral Registration Officer is satisfied that the officer has attained the qualification and/or experience generally recognised as necessary/appropriate for such progression and provided that the agreement of the Head of Personnel Services of the lead authority (South Lanarkshire Council) has been requested and obtained.
- 26 to deal with any operational matter not otherwise delegated in the period between the last meeting of an administration and prior to the setting up of a new Board following statutory elections.
- 27 to employ temporary staff for electoral registration canvass work or in the discharge of the statutory duties of the Assessor and Electoral Registration Officer on such terms and conditions as may be appropriate subject to the proviso that any payments can be met from the approved budget.
- 28 in consultation with the Head of Personnel, or an authorised employee of the lead authority, to appoint temporary staff as replacements for established employees on long-term absence through long-term sickness, maternity or special leave or where appointments are fully funded by external agencies.
- 29 to set fees for the sale of the valuation roll, other documents and services where the level of such fees is not prescribed by statute.
- 30 to take such measures as may be required in emergency situations on any matter for which the Valuation Joint Board's approval would normally be necessary subject to advising the Convener or Deputy Convener of the Joint Board where possible and reporting to the Joint Board as soon as practicable thereafter



Financial Regulations

**Submitted to the meeting of Lanarkshire Valuation Joint Board on
Monday 27 June 2022**

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LANARKSHIRE VALUATION JOINT BOARD
FINANCIAL REGULATIONS

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Section 25	Observance of Financial Regulations

1. INTERPRETATION

- 1.1 The Interpretation Act 1978, or any amending legislation, will apply to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.
- 1.2 Any matter requiring legal interpretation shall be referred to the Head of Administration and Legal Services, South Lanarkshire Council as Legal Adviser to the Board or to an independent legal adviser as necessary.
- 1.3 Any matter requiring Personnel advice shall be referred to the Head of Personnel Services, South Lanarkshire Council.
- 1.4 Treasurer to be the Executive Director (Finance and Corporate Resources), South Lanarkshire Council.
- 1.5 Clerk to the Board to be the Chief Executive South Lanarkshire Council.
- 1.6 "Assessor" means the Assessor and Electoral Registration Officer for Lanarkshire Valuation Joint Board area appointed under Section 27 of the Local Government etc (Scotland) Act 1994.

2. GENERAL

2.1 Matters Affecting Materially the Finances of the Board

- 2.1.1 The Assessor shall consult the Treasurer with respect to any matter that is liable materially to affect the finances of the Board before any provisional or other commitment is incurred or before reporting thereon to the Board.

2.2 New Policy Proposals Affecting the Board's Finances

- 2.2.1 Where the Board proposes a new policy, a variation of an existing policy or a variation of the means or timescale of implementing an existing policy, which affects or may affect the Board's finances, a report will be submitted to the Board for consideration.

2.3 Cross reference to Scheme of Delegation

- 2.3.1 It should be noted that the Financial Regulations should be read in conjunction with the Scheme of Delegation.

3. FINANCIAL ADMINISTRATION

3.1 Responsibility of the Treasurer

- 3.1.1 Subject to the terms of reference of the Board, the Treasurer shall be the Proper Officer of the Board for the purposes of Section 95 of the Local Government (Scotland) Act 1973 for the administration of the financial affairs of the Board and the legislation in force from time to time to regulate the way in which the Board operates its financial affairs.

3.1.2 The Treasurer shall be responsible for making and revising from time to time such Financial Regulations as is considered necessary for the supervision and control of the finances, accounts, income, expenditure and assets of the Board.

3.2. Treasurer as Adviser

3.2.1 The Treasurer shall act as Financial Adviser to the Board.

3.2.2 The Treasurer shall report to the Board with respect to the level of financial resources proposed to be utilised in each financial year by the Board and shall keep the Board informed as to the detailed administration and application of such resources. The Treasurer is charged with ensuring that adequate arrangements exist whereby the Board is informed with respect to the financial implications of its activities.

3.3 Responsibility of Board

3.3.1 The Board shall at all times endeavour to secure value for money, make full use of all common supplies and services provided by the Council and encourage the use throughout the service of best management techniques.

3.3.2 The Board shall at all times be responsible for complying with Standing Orders and these Regulations in relation to all manner of contractual arrangements and other arrangements in relation to income, expenditure falling within its area of responsibility.

3.4 Responsibility of Assessor

3.4.1 Except in an emergency, and as authorised by Standing Orders relating to Contracts (SO 5 – Competition Requirement as it relates to the circumstances set out in SO 8 – Negotiated Tendering Procedure) or the Scheme of Delegation of Powers, the Assessor shall consult with the Treasurer with respect to any matter affecting the office which is liable to affect materially the finances of the Board before any provisional or other commitment is incurred or before reporting thereon to the Board.

3.4.2 The Assessor should at all times endeavour to secure the best value for expenditure incurred, and monitor said expenditure incurred, with the objective of achieving the policies of the Board on the most economically advantageous terms to the Board in terms of securing the best price for the required quality / standard and should be prepared to demonstrate their compliance with this regulation to the Treasurer. The Assessor should comply with the Standing Orders relating to Contracts where applicable.

4. **THE REVENUE BUDGET AND BUDGETARY CONTROL**

4.1 Revenue Estimates

4.1.1 The detailed procedures for and form of Revenue Estimates shall be determined by the Treasurer in accordance with the general directions of the Board.

4.2 Planning for Revenue Expenditure

- 4.2.1 It will be the duty of the Assessor, in conjunction with the Treasurer, to prepare Annual Estimates of Income and Expenditure on the Revenue Account in respect of the Board and in accordance with the guidelines laid down and to a timetable set by the Treasurer with the approval of the Board. The Revenue Estimates will be submitted to the Board for approval.
- 4.2.2 The Assessor shall, therefore, provide timeously to the Treasurer all relevant information regarding the office's requirements and such details as may be required for the purpose of reporting to the Board on the financial planning of revenue expenditure including data on the levels of existing services.

4.3. Board Approval

- 4.3.1 Each member of the Board will be provided with a copy of the proposed Revenue Estimates together with a statement by the Treasurer of the effect on the Board's finances at least three working days before the meeting of the Board at which such matters will be considered.
- 4.3.2 Any proposal to the Board that would involve Board approval as above will be accompanied by a report from the Assessor and the Treasurer as to the sufficiency or otherwise of the financial provision thereof in the Revenue Estimates. All reports presented to the Board must specifically identify the extent of any financial implications. Any such implications must be clearly stated in the reports to the Board, identifying cost and income in the current and future years, the impact on revenue spending and whether or not, and exactly where, such resources are included in the Budget or, if not, how and from where it is proposed that such financial resources be obtained.
- 4.3.3 No proposal that has financial implications will be submitted to the Board without first consulting with the Treasurer.

4.4. Authorisation Procedure

- 4.4.1 The inclusion of an item of expenditure in the Revenue Estimates will confer authority upon the Assessor to incur that expenditure, subject to the contractual provisions of Standing Orders and these Regulations, unless inclusion of the item is subject to further Board consideration and approval.

4.5. Budgetary Control Statements

- 4.5.1 In liaison with the Assessor and under arrangements approved by the Treasurer, the Board will be provided with Budgetary Control Statements to allow a valid comparison of actual results with the estimated income and expenditure of the service.
- 4.5.2 It will be the responsibility of the Assessor to provide such information as may be required for this purpose and to ensure that the approved Annual Revenue Estimates are not overspent and that income and expenditure conforms to the requirements of Standing Orders and these Regulations subject to any variations which may have been agreed with the Treasurer due to special or unforeseen circumstances (See Financial Regulation 5).

- 4.5.3 The Assessor will also provide the Treasurer with whatever assistance and information considered necessary in order to ensure the effectiveness of the budgetary control system. This will include the allocation of budget to cost centres and subjective/sub-analysis codes, the phasing of budgets over accounting periods, the explanation of budgetary variances and the determination of probable outturns.
- 4.5.4 Under the heading of Other Implications, each financial report will contain a paragraph in respect of the main risks associated with the financial information contained within the report.
- 4.6. Monitor and Review Performance
- 4.6.1 It shall be the duty of the Board to monitor or regulate its financial performance during each reporting period, throughout the financial year.
- 4.7. Variances
- 4.7.1 Where it appears that the amount of any approved revenue income or expenditure budget estimate has or may significantly deviate from that included in the Revenue Estimates resulting in a significant change to the Board's overall financial position, or impacting upon the policy of the Board or revenue implications for future years, it will be the duty of the Assessor to consult with the Treasurer timeously.
- 4.7.2 If the Treasurer is advised that significant change is likely to affect the Board's overall financial position, the deviation involves a change of policy of the Board or results in revenue implications for future years, a report will be provided for the Board in good time, detailing the financial consequences, to enable appropriate action to be taken timeously.
- 4.8. Exemptions
- 4.8.1 The Assessor shall not incur, and the Board shall not cause or allow to be incurred, expenditure chargeable to the Revenue Account unless it has been included in the Revenue Estimates except:-
- (i) in emergency situations in consultation with the Convener and Treasurer and thereafter reported to the Board.
 - (ii) as authorised by the Scheme of Delegation.
 - (iii) as authorised by Standing Orders
- 4.9. Virement
- 4.9.1 Any proposal for virement shall be discussed and agreed with the Treasurer or any officer appointed by the Treasurer in advance.
- 4.9.2 Unless excepted by a scheme of devolved management approved by the Treasurer, virement shall be permitted only after consultation with the Treasurer in the following circumstances:-

- (i) where the proposal for virement is less than £100,000 and does not involve a change in the policy of the Board, the transfer will be agreed between the Treasurer and the Assessor, with the proviso that there are no ongoing revenue consequences and the transfer would not involve a change of policy of the Board.
- (ii) where the cumulative amount exceeds £100,000 and/or involves a change in the policy of the Board the transfer will be approved by the Board.
- (iii) if the transfer has revenue implications for future years then the approval of the Board must be obtained.

4.10 Additional Expenditure

4.10.1 Subject to Section 5 Emergency Expenditure, no expenditure may be incurred for an individual revenue project estimated to cost above £100,000 unless and until the project has been the subject of a report to the Treasurer as to the estimated annual income and expenditure which will arise from the project. The report should include a reference to the extent to which the project has been included in the Revenue Estimates for that year and shall seek permission to go to tender, where appropriate.

4.10.2 Any Item of expenditure of an 'emergency' nature is subject to Section 5 Emergency Expenditure.

4.11 Capital Expenditure

4.11.1 It is entirely possible that elements of expenditure incurred within the Board's approved Revenue expenditure budget, is deemed Capital spend in accounting terms. If this is the case, the Assessor must advise the Treasurer, and the expenditure will be accounted for appropriately.

4.11.2 If the Board requires to undertake any significant Capital Projects, then this must be done in conjunction with the Treasurer and with the approval of the Board.

5. EMERGENCY EXPENDITURE

5.1. Procedures for Incurring Expenditure of an "Emergency" Nature

5.1.1 Where financial provision has not been made in the budget, nothing in these Financial Regulations shall prevent the Treasurer from incurring, or allowing to be incurred, expenditure which is essential to meet any immediate needs arising from a statutory requirement or which is referable to Section 84 of the Local Government (Scotland) Act 1973 subject to such action being approved by the Board (power to incur expenditure in time of emergency).

5.1.2 Where it is not practicable for action to be deferred pending Board approval, the Treasurer may incur, or allow to be incurred, such expenditure subject to the estimated cost not exceeding £100,000.

5.1.3 Where such expenditure exceeds £100,000, the agreement of the Convener to such expenditure must be sought.

- 5.1.4 In all cases where the Board has not approved such expenditure, a report must be made as soon as possible after such expenditure has been incurred and thereafter reported to the Board.

6. LEGALITY OF EXPENDITURE

- 6.1 It shall be the duty of the Assessor to ensure that no expenditure is incurred unless it is within the Legal Powers of the Board. In particular, the Assessor must be satisfied that expenditure on existing service developments including public/private sector arrangements, contributions to existing client organisations and responses to existing emergency situations are within the Legal Powers of the Board. Clarification as to legality should, if necessary, be obtained from the Legal Adviser prior to expenditure being incurred.
- 6.2 In case of doubt, the Assessor must consult the Legal Adviser before incurring expenditure.
- 6.3 Expenditure on new service developments, initial contributions to new client organisations and responses to new emergency situations which require expenditure must be clarified as to legality prior to being incurred. Similarly, public/private sector arrangements and initiatives should also be subject to the legality of the proposed arrangement being clarified prior to expenditure being incurred.

7. CONTROL OF INCOME

7.1 Responsibility of the Treasurer

- 7.1.1 It is the duty of the Treasurer to make adequate financial and accounting arrangements to ensure the proper and prompt recording of all monies due to the Board and the proper and prompt collection, custody, control and disposal of all cash of the Board.
- 7.1.2 All accounts for income due to the Board will be rendered by, or under arrangements approved by, the Treasurer in consultation with the Legal Adviser, to ensure proper and prompt collection.

7.2 Notification of all Income to the Treasurer

- 7.2.1 The Assessor will ensure that particulars of all charges to be made for work done, services rendered or goods supplied by the Board and of all other amounts due to the Board shall be promptly notified to the Treasurer in a form approved by the Treasurer.
- 7.2.2 At a date as may be required by the Treasurer, the Assessor will provide the Treasurer with details of all accounts relating to goods and services provided to 31 March in each year and which have still to be rendered.
- 7.2.3 The Treasurer will also be notified without delay of all contracts, leases and other agreements and arrangements entered into which involve the receipt of money by the Board. The Treasurer will have the right to inspect any documents or other evidence relating to such matters.

7.3 Determination and Review of Charges

- 7.3.1 The Assessor will, in consultation with the Treasurer and, where necessary, the Legal Adviser, review in line with the revenue budget exercise, all charges for goods or services provided by the Service and, except where the charge is fixed externally, will submit proposals to the Board for consideration and approval unless otherwise provided for in the Scheme of Delegation. In order to preserve the real value of such income, increases recommended to the Board by the Assessor should have regard to the current rate of inflation and should highlight the impact of any change in the rate of value added tax. Increases, where practicable, should be applied from the 1st April co terminus with each financial year. Where this is not practicable due to contractual constraints, a mutually acceptable revision date will be agreed between the Assessor and Treasurer.
- 7.3.2 The Assessor will also, in consultation with the Legal Adviser, regularly give consideration to activities or services provided by the office for which a charge could be made.

7.4 Treatment of Monies Collected

- 7.4.1 All monies received on behalf of the Board by any employee of the service will be recorded and deposited without delay with the Treasurer or the Board's bankers in accordance with arrangements made by the Treasurer. Sums in excess of £500 must be banked within 24 hours of receipt unless the establishment has an uplift by a security carrier agreed by the Treasurer. Sums of money should not be retained within safes in excess of existing insurance cover.

7.5 Transfer of Cash, Cheques etc

- 7.5.1 All transfers of cash, cheques (pre-signed), and Investment Certificates etc from one member of staff to another will be evidenced in the records of the offices concerned by the signature of the receiving employee.

7.6 Forms, Books and Tickets

- 7.6.1 All official receipts, forms, books, tickets and other such items for the disbursement and collection of monies will be in a form approved by the Treasurer and will be ordered, controlled and issued to services by, or under arrangements agreed by, the Treasurer who will be satisfied as to the arrangements for effective control.
- 7.6.2 It will be the requirement that all such records, forms etc. aforementioned shall be retained by each office for a period of five years or in line with statutory regulations. Appropriate advice can be obtained from the Treasurer.

7.7 Deductions, Discounts and Write-offs

- 7.7.1 No deduction may be made from all monies received on behalf of the Board except under the authorisation of the Treasurer, in consultation with the Legal Adviser.
- 7.7.2 Cash discount will not be offered to any debtor.
- 7.7.3 Sums due to the Board will not be written off except with the prior consultation of the Treasurer and Legal Adviser and after consideration and approval by the Board.

7.8 Personal Cheques

- 7.8.1 Personal cheques will not be cashed out of the Board's monies or monies held on behalf of the Board.

7.9 Grants

- 7.9.1 The Treasurer will be advised timeously of all relevant information necessary to submit or certify applications for grants, including Exchequer grants, due to the Board. All grants are to be paid direct to the Treasurer.
- 7.9.2 The Treasurer will be advised timeously of all relevant information necessary to submit or certify applications for grants due to the Board.

8. TREASURY MANAGEMENT

8.1. General

- 8.1.1 The Treasury management function of the Board will be carried out by the Lead Authority in accordance with Financial Regulations.

9. TAX MANAGEMENT

9.1 Responsibility of Treasurer

- 9.1.1 The Treasurer is responsible for the taxation procedures necessary to ensure that all reasonable steps have been taken to properly report and account for tax liabilities and obligations ensuring avoidance of any losses.
- 9.1.2 In particular, the Treasurer is responsible for:-
- (i) ensuring that the transactions comply with all relevant statutory requirements and authorities.
 - (ii) minimising the Board's tax liability
 - (iii) maximising the Board's cash flow.
- 9.1.3 In carrying out such responsibilities the Treasurer will:-
- (i) define and allocate duties in relation to taxation and tax management.
 - (ii) ensure that financial control systems are operating effectively to produce the necessary information and minimise the risk of error.
 - (iii) secure an appropriate level of knowledge and financial awareness amongst staff involved in processing transactions involving elements of tax.
 - (iv) ensure that proper assistance is given to any routine or special investigation undertaken by a Collection Agency, under arrangements approved by the Treasurer in consultation with the Legal Adviser, and that justification for any assessment made as a result of an investigation is properly reviewed.
 - (v) make such arrangements as necessary to monitor the discharge of these responsibilities.

- (vi) report periodically on the Board's tax affairs to the Board.
- (vii) report any significant changes relating to the Board's tax affairs to the Board.

9.2 Appointment of External Professional Advisers

- 9.2.1 The Treasurer may appoint external professional advisers who are specialists in tax matters in order to assist the Treasurer in carrying out tax management responsibilities, subject to the terms of Standing Orders.

9.3 Dissemination of Information on Tax Matters

- 9.3.1 The Treasurer shall be responsible for the dissemination of information on tax matters as appropriate and the Assessor will be responsible for implementing any guidelines laid down by the Treasurer with regard to any particular aspect of tax.

9.4 Consultation with the Treasurer

- 9.4.1 No transaction that has tax implications will be conducted without first consulting the Treasurer.
- 9.4.2 Information should be passed to the Treasurer to allow the calculation of employees' Personal Tax Liability as requested.

10. **BANKING ARRANGEMENTS AND CHEQUES**

10.1 Arrangements with Bankers

- 10.1.1 All arrangements with the Board's Bankers concerning the Board's bank accounts and the issue of cheques will be made by or under arrangements approved by the Treasurer who is authorised to operate such banking accounts where considered necessary.
- 10.1.2 The Treasurer shall be responsible for arranging any payments through the Bankers Automated Clearing System (BACS) and Clearing House Automated Payment System (CHAPS) and shall ensure that proper security control procedures are effected and reviewed.

10.2 Opening and Closing of Bank Accounts

- 10.2.1 Official bank accounts bearing the Board's name will only be opened or closed by the Treasurer.

10.3 Payments into Bank Accounts

- 10.3.1 All monies received shall be paid into the Board's bank accounts daily or at such other intervals as may be approved by the Treasurer.
- 10.3.2 Each employee banking money shall enter a reference to the source of the income on the bank pay-in slip. The reference should include the establishment, location or office name and sundry debtor account number where appropriate.

10.3.3 It is the responsibility of any employee handing over the custody of monies to a security firm, approved by the Board to deliver such monies to the bank on behalf of the Board, to ensure that such monies are properly and satisfactorily secured in a sealed receptacle and the security firm employee displays an authorised identity card. The seal on such receptacles must not be broken or damaged in any manner when handed over to the authorised personnel of the security firm and ensure that the list is updated at regular intervals as approved by the Treasurer.

10.4 Cheque Control

10.4.1 All cheques shall be ordered only on the authority of the Treasurer who will make the appropriate arrangements for their safe custody.

10.4.2 Any arrangements for controlling and signing of cheques on behalf of the Board will be made by the Treasurer.

10.4.3 Cheques on the Board's main bank accounts shall bear the facsimile signature of the Treasurer or be signed only by the Treasurer or the Head of Finance (Strategy), South Lanarkshire Council.

11. **ASSET REGISTER, TITLE DEEDS AND PROPERTY**

11.1 Requirement for Asset Register and Capital Accounting

11.1.1 The Assessor will be required to maintain a register of all assets within the Board in such form as required by or agreed with the Treasurer. The information maintained within the Asset Register will be required to support the requirements of Capital Accounting legislation.

11.1.2 The care, custody and control of assets owned by or used within the office will be the responsibility of the Assessor who will comply with all instructions as directed by the Treasurer, in particular with the year end certification procedures.

11.2 Title Deeds

11.2.1 The Legal Adviser shall have the custody of all title deeds held by the Board under secure arrangements agreed by the Treasurer.

11.3 Register of Heritable Property

11.3.1 The Assessor will maintain a register of all Heritable Property owned or leased by the Board. The details recorded should, as far as practicable, include the locational address, description, plan reference, purchase details, particulars and nature of interest and any rents payable and particulars of tenancies of rents granted. The register shall be cross-referenced to Title Deed references.

12. **INVENTORIES**

12.1 Control and Custody of Inventory

12.1.1 Arrangements made by the Assessor for inventory control shall be subject to the approval of the Treasurer.

12.1.2 The care, custody and control of furniture, fittings and equipment owned by or used within the office will be the responsibility of the Assessor who will comply with all instructions as directed by the Treasurer, in particular with the year end certification procedures.

12.2. Recording of Inventory

12.2.1 Such inventories as, in the opinion of the Assessor and the Treasurer, are necessary, shall be maintained and therein shall be recorded an adequate description of furniture, fittings and equipment and on official inventory forms.

12.2.2 The extent to which the property of the Board shall be so recorded and the form in which the inventories shall be kept shall be determined by the Assessor in consultation with the Treasurer. Official inventory forms, guidelines and procedures will be subject to regular update and be agreed by the Treasurer.

12.2.3 The Assessor will be responsible for maintaining an annual check of all items on the inventory and for taking action in relation to surpluses, deficiencies and/or discrepancies and noting the inventory accordingly.

12.2.4 All discrepancies will be reported without delay to the Treasurer for further action as appropriate.

12.2.5 The Assessor shall, at a date determined by the Treasurer, prepare and make available, if required, inventories of furniture, fittings and equipment as at 31 March preceding.

12.3 Use of Inventory

12.3.1 The Board's property will not be removed otherwise than in accordance with the ordinary course of the Board's normal business or used elsewhere otherwise than for the Board's purposes except in accordance with the specific directions and approval of the Assessor and in accordance with the Code of Conduct for Employees.

12.3.2 If inventory is to be removed from the premises in the course of this business then the insured status of the inventory should be checked with the Lead Authority's Risk Management Section and the issue of the item recorded in line with the appropriate guidelines.

12.4 Surplus Inventory

12.4.1 Subject to Standing Orders, the Scheme of Delegation, all surplus plant, equipment, furnishings, materials, vehicles, commodities or supplies to be disposed of by the Assessor shall be advertised for sale which sale shall be affected either by competitive tender or by public auction unless otherwise approved by the Treasurer and reported thereon to the Board.

12.4.2 Any method of disposal should demonstrate Value for Money to the satisfaction of both the Assessor and the Treasurer and comply with South Lanarkshire Council recycling arrangements.

13. INSURANCE

13.1 Responsibility for Insurance

13.1.1 Subject to Standing Orders, the Scheme of Delegation and the general supervision of the Board and except as authorised by them, the Treasurer shall make appropriate insurance arrangements for all aspects of the Board's activities. As directed by the Treasurer, the negotiation of all insurance claims shall also be arranged by or for the Board, in consultation with the Assessor, and, where necessary, in consultation with the Legal Adviser and/or the Head of Personnel Services or other officers.

13.2 Notification of Risks and Losses

13.2.1 The Assessor shall give prompt notification to the Treasurer of all new or increased risk, properties or vehicles or significant changes to operations that should be covered by insurance or of any alterations affecting existing insurances within the office.

13.3 Notification of Claims

13.3.1 The Assessor shall notify the Treasurer immediately in writing of any loss, liability or damage or any event likely to lead a claim and, in consultation with the Treasurer and Legal Adviser, inform the Police where appropriate. Thereafter the Treasurer will be responsible, where applicable, for advising the Insurance Company concerned where appropriate.

13.4 Fidelity Guarantee Insurance

13.4.1 All appropriate employees of the Board shall be included in suitable fidelity guarantee insurance.

13.5 Review of Insurance Cover

13.5.1 The Treasurer shall annually or at such other period as is considered necessary review all insurance in consultation with the Assessor as appropriate.

13.6 Indemnities

13.6.1 The Assessor will consult with the Treasurer respecting the terms of any indemnity which the Board is requested to give.

14. STOCKS AND STORES CONTROL

14.1 Costing Systems and Stores Control

14.1.1 Arrangements made by the Assessor for costing systems and stock and stores control shall be subject to the approval of the Treasurer.

14.1.2 Stocks and stores shall not be in excess of normal operational requirements except in special circumstances with the prior approval of the Board.

14.2 Custody of Stores and Stocktaking

14.2.1 The care, custody and level of stores in the office shall be the responsibility of the Assessor who will ensure that:-

- (i) stocktaking is carried out at regular intervals throughout the financial year under arrangements approved by the Treasurer.
- (ii) stocktaking is, as far as practicable, carried out by persons other than Stores Persons.
- (iii) all obsolete or excess stock or scrap material is identified and disposed of in accordance with Standing Orders, Financial Regulation (12.4) and the Scheme of Delegation.
- (iv) the Treasurer shall, at a date determined and in a form prescribed by the Treasurer, be furnished with an inventory of stock and stores on hand as at 31 March preceding.

The Assessor should ensure appropriate systems are in place to control and record transactions and balances.

14.2.2 Inventories of stock shall be maintained by the service in a form determined by the Assessor in consultation with the Treasurer.

14.2.3 Duly authorised certificates of stock valuations at 31 March shall be submitted by the Assessor to the Treasurer as soon as possible after the year end and valued in accordance with the principles agreed with the Treasurer.

14.3 Write-offs or Surpluses of Stores

14.3.1 No adjustment shall be made to write off stock or stores deficiencies or bring surpluses into account unless, in consultation with the Assessor, agreed by the Treasurer who will then determine Board reporting requirements.

14.4 Use of Stock

14.4.1 The Board's stock shall not be removed otherwise than in accordance with the ordinary course of the Board's normal business or used elsewhere otherwise than for the Board's purposes except in accordance with the specific directions and approval of the Assessor and in accordance with the Code of Conduct for Employees.

15. **ORDERS FOR WORKS, GOODS AND SERVICES**

15.1. Official Orders and Exemptions

15.1.1 Official orders or written acceptances of tenders or offers shall be in a form approved by the Treasurer and Legal Adviser and shall be approved only by officers authorised by the Assessor who shall be responsible for official orders, tenders or offers issued from the Service. All official orders or acceptances of tenders or offers shall conform to the Scheme of Delegation, the Standing Orders and all statutory requirements as well as the Financial Regulations of the Board.

15.1.2 The Assessor or appropriately nominated officers shall issue / approve official orders for works, goods or services only in accordance with any relevant requirements of Standing Orders (Nos: 18 E-procurement; 20 Checking of Pre-qualification documents/Tenders and Reporting; 21 Acceptance of Tenders; 13 Collaborations; 23 Nomination of Sub-Contractors, 8 Negotiated Tendering Procedure and 22 Extensions to Contracts) and the relevant requirements imposed by Statute, regulation or EU public procurement directives. In the absence of a physically signed document/form, the authorising signature should be backed up with an authorising statement sent via email from the authoriser's account. If future developments implement an electronic signature solution this will supersede any previous requirement for email backup.

15.1.3 Except for petty cash purchases, supplies of Public Utility Services and periodic payments such as rent and rates or such other exceptions as the Treasurer may from time to time approve and, subject to the provisions of Standing Orders and the Scheme of Delegation, all goods, materials or services supplied to or work executed for the Board shall be ordered or confirmed in writing by means of an official order or by a formal written acceptance of a tender or offer.

15.1.4 A copy of each official order, tender, offer or formal written acceptance thereof; shall, if so required, be supplied to the Treasurer.

15.2 Authorised Signatories / Persons

15.2.1 A current list of authorised signatories for persons authorised to place orders shall be maintained by the Assessor in a form determined by the Treasurer, together with the specimen signatures, initials and the approved level of purchasing power of the persons authorised.

15.2.2 Persons authorised to purchase by electronic means must have the specific approval in writing of the Treasurer before being added to the aforesaid list. Maximum buying power, types of goods and services, and range of suppliers, must be noted in such an approval.

15.2.3 Some organisations accept orders and services via the Internet. The fact that Internet access has been granted does not authorise a user to place orders in the name of the Board. No orders will be placed via the Internet without proper authorisation through the normal corporate procedures. Failure to comply with this would be regarded as a breach of the Financial Regulations.

15.2.4 Additions or deletions to the list shall be notified to the Treasurer as they occur without delay and the currency of the list shall be reviewed annually by the Assessor.

15.3 Central Purchasing and Standardisation

15.3.1 Each official order for works, goods and services shall conform to the directions of the Board with respect to central purchasing and the standardisation of goods, materials and services.

Segregation of Duties

- 15.3.2 Procedures which are to be followed regarding the ordering/receiving of goods/services and the subsequent approval of invoices for payment should be arranged to ensure all tasks are completed by separate officers.

16. PAYMENT OF INVOICES

Certified Payments

16.1 Certification by Assessor

- 16.1.1 It will be the duty of the Assessor to ensure that all goods, materials and services received following the placing of official orders by the Assessor or an authorised employee within the Service, are as ordered, in respect of price, quantity and quality.
- 16.1.2 After issuing an official order, the Assessor will be responsible for examining, verifying, certifying and coding the related invoices and similarly for any other payment, vouchers or accounts arising from the Service.
- 16.1.3 Such certification shall be in manuscript, or in an electronic form approved by the Treasurer, by or on behalf of the Assessor.
- 16.1.4 The Assessor will, therefore, arrange for the certification in manuscript by an employee of the Service that all payment vouchers, supported by invoices, etc., comply with the following:-
- (i) the expenditure is on items or services that it is within the Board's legal powers to incur and that provision for that expenditure is included within the Revenue Estimates (subject to exemptions as detailed at Section 5, Emergency Expenditure).
 - (ii) the works, goods, materials or services to which the invoice relates have been received or carried out as the case may be and have been examined and approved and are in accordance with the official order
 - (iii) the prices, extensions, calculations, trade discounts, other allowances, credits and taxes are correct
 - (iv) the relevant expenditure has been properly incurred and is within the relevant estimate provision
 - (v) appropriate entries have been made in inventories, stores records or stock books as required
 - (vi) the appropriate expenditure code numbers are entered on the document for payment
 - (vii) the invoice has not previously been passed for payment and is a proper liability of the Board
- 16.1.5 Persons authorising invoices for payment should not be the officers who approved the purchase order or who received the goods/services. (See Section 15.3.2 Segregation of Duties).

16.2 Cash Discounts

16.2.1 After the receipt of the goods has been properly certified as above, the Assessor, or other authorised employee intimated to the Treasurer, shall pass all relevant and necessary details expeditiously to the Treasurer for payment to ensure that any offer of cash discount for early payment is received and that creditors are timeously paid.

16.3 Advance Payments

16.3.1 Any circumstance, under which It is necessary to pay part or full value of the goods and services in advance, must be approved by the Treasurer and adhere to the current procedures of the Board.

16.4 Payment of Invoices

16.4.1 Details of payments required, duly certified, shall be passed without delay to the Treasurer and the Assessor must ensure that this is carried out with a view to avoiding exposure to late payment penalties as chargeable under the Late Payment of Commercial Debt (Scotland) Act 1998.

16.4.2 The Treasurer will instruct whatever examinations with regard to the payment of accounts are deemed necessary for which purpose the Treasurer, or a nominated representative, shall be entitled to obtain whatever information and explanations as may be required.

16.4.3 The Treasurer will, on receipt of authorisation from the Assessor, have full authority to pay such invoices.

16.4.4 Apart from petty cash and other payments from the imprest accounts, the normal method of payment of money due from the Board shall be by electronic transfer, cheque or other instrument such as direct debit drawn on the Board's bank accounts by the Treasurer or any person or persons so authorised. A Direct Debit policy has been created and states that the only bank account where direct debits are permitted to be drawn from is from the Board's Expenditure account. The policy also details the approval process and the responsibilities in setting up direct debits and that all documentation will be retained by the Treasurer.

16.4.5 The Assessor shall, at a date determined by the Treasurer provide a certified list of all outstanding expenditure relating to transactions in the preceding financial year, for which no copy accounts have previously been passed to the Treasurer.

16.5 Duplicate Invoices

16.5.1 Payment shall not be made on duplicate invoices or photocopy invoices unless the Assessor or other authorised employee certifies in writing that the amounts in question have not previously been paid.

16.6 Amendments

16.6.1 Any amendments to payment vouchers shall be made in ink and initialled by the officers making them, stating briefly the reasons for the amendment where this is not self evident. Alterations must not be made using correcting fluids.

16.6.2 No amendment to an invoice shall be made.

16.6.3 All invoices or credit notes where alteration or amendments are found necessary must be returned to the supplier and a replacement invoice or credit note must be submitted.

16.7 Authorised Signatories

16.7.1 A list of authorised signatories for certifying accounts shall be supplied by the Assessor to the Treasurer and specimen signatures and initials shall be required from the persons authorised.

16.7.2 Additions or deletions shall be notified to the Treasurer without delay as they occur and the currency of the list shall be reviewed annually by the Assessor.

16.7.3 In the case of remote working, any documents requiring authorisation must be supported by an authorising statement from the Board email account of the authorising signatory. If future developments implement an electronic signature solution this will supersede any previous requirement for email backup.

17. **CONTRACTS FOR WORKS AND SERVICES**

17.1 Record of Contracts

17.1.1 The Assessor or nominated officer will ensure that a condition of the awarding of a contract for works or services will be that the contractor is verified with HMRC and the subcontractors Employment Status is established in line with the Construction Industry Deduction Scheme (2007) and that no contract for works or services can be awarded in the absence of such evidence.

17.1.2 The Assessor or an authorised employee within the Service will maintain a record of all relevant contracts and payments made on contracts. The Treasurer shall have access to such records and use whatever information is considered necessary.

17.1.3 Where contracts provide for payments to be made by instalments, a contract register or registers shall be kept to show the state of account on each contract between the Board and the Contractor together with any other payments and professional fees. These arrangements must meet with the approval of the Treasurer.

17.2 Variations to Contracts

17.2.1 Subject to the provisions of the Contract in each case every extra or variation shall, unless otherwise evidenced to the Assessor's satisfaction, be authorised in writing by the Assessor or by any other employee nominated by the Assessor in writing for that purpose. All instructions to contractors on major revenue projects shall be issued by the responsible employee using the appropriate official variation order procedure.

17.2.2 Any such extra variation, to the contract, the estimated additional cost of which exceeds £100,000 or 5% of the total contract figure, whichever is the greater, will be reported to the Treasurer for approval as soon as practicable prior to the variation being instructed. Standing Order 22, relating to the extension of contracts also applies.

17.3 Interim Payments

17.3.1 Interim payments to contractors shall be certified by the authorised officers responsible for the control and supervision of work. The Treasurer shall both approve and be provided with specimen signatures of the authorised signatories by the Assessor. Any amendment to the list of authorised signatories should be notified to the Treasurer as they occur and without delay.

17.4 Payment Procedures

17.4.1 Payments to Contractors of the Board shall be made only on a certificate issued by the Assessor or by another employee nominated by the Assessor in writing for that purpose. The officers so authorised shall be determined jointly in agreement with the Treasurer.

17.5 Claims from Contractors

17.5.1 Claims from contractors in respect of matters not clearly within the terms of an existing contract shall be referred to the Legal Adviser for the consideration of the Board's legal liability and, where necessary, to the Treasurer for financial consideration before a settlement is reached.

17.5.2 The Assessor, if offering works of new construction or works of maintenance to the Trading Services of the constituent authorities shall do so only in compliance with all relevant statutory provisions that are in force and in accordance with the relevant requirements of Standing Orders.

17.6 Delay of Contract

17.6.1 Where completion of a contract is delayed beyond the agreed period or any agreed extension of time for the contract it shall be the duty of the Assessor to consult the Treasurer and/or Legal Adviser prior to taking appropriate action in respect of any claims for liquidate or other damages and to report on the matter where necessary.

17.7 Contractor's Insurance

17.7.1 The Assessor or his Technical Advisor will ensure that each contractor's or sub-contractor's insurance cover complies with the requirements laid down in the Board's Conditions of Contract or as specified by the Treasurer, in consultation with the Legal Adviser. In particular, insurance cover will require to be exhibited to the Assessor prior to the contract being awarded.

17.7.2 When sub-contractors are appointed, liability for loss or damage resulting from their negligence should be transferred to them in terms of the Conditions of Contract. It is the responsibility of the Assessor to: ensure that this is done; that procedures exist for checking the validity and adequacy of sub-contractors' insurance documents; and for claims to be processed. The Board should not be liable to tenants or other third parties for the negligent acts of contractors.

17.7.3 Copies of all essential insurance policy details must be passed to the Risk Management section for inclusion on the Register of Contractor's Insurance.

17.8 Contract Management Guidelines

17.8.1 Once a contract is awarded, the management and monitoring is crucial to the success of that contract.

17.8.2 Whilst it is important for both parties to the contract to understand their obligations, it is vital that mechanisms are put in place for the monitoring of the contract. This can be done via regular meetings, monthly progress reports and site visits to the contractor's premise. The type of information required will be dependent of the type of contract.

17.8.3 It is essential that for all contracts, accurate records are maintained. After the award of a contract, a file should be created which will contain all information relating to the contract.

17.8.4 If a problem occurs, the contractor should be notified as soon as possible to ensure that any problems do not escalate. Communication and good working relationships are also crucial to a successful contract.

17.8.5 Full guidelines on contract management can be found on the Strategic Procurement intranet site.

<http://intranet.southlanarkshire.gov.uk/info/20378/e-procurement>

18. ACCOUNTING SYSTEMS AND RECORDS

18.1 Accounting Systems. Procedures and Records

18.1.1 The Treasurer will determine all accounting systems, procedures and records of the Board and its Services and all accounts and accounting records of the Board shall be compiled by, or under the direction of, the Treasurer. Where such systems and records are maintained other than by the Treasurer, the Treasurer shall, before making any determination, consult the Assessor.

18.2 Principles of Internal Control

18.2.1 It is the duty of the Treasurer to ensure that adequate financial and accounting systems and records are designed and maintained in accordance with the recognised principles of internal control to ensure as far as possible:-

- (i) that all income due to the Board is properly recorded and collected.
- (ii) that all expenditure of the Board is properly incurred, authorised and checked.
- (iii) the safe custody and control of all cash, stocks and other assets of the Board.

18.3 Segregation of Duties

18.3.1 Officers charged with examining and checking the accounts of cash transactions shall not themselves be engaged in any of these transactions.

18.3.2 Procedures to be followed regarding the calculation, checking and recording of sums due by or to the Board, or the provision of information regarding sums due to or from the Board, are arranged in such a way whereby the work of one person is proven independently or is complementary to the work of another and these operations are separated from the duty of collecting or disbursing such sums where such aggregation of duties is practicable given the staff resources available.

18.4 Accounts and Annual Report

18.4.1 The Accounts and Annual Report of the Board will be compiled by, or under the direction of the Treasurer.

18.4.2 The Treasurer will advise the Assessor of the timescales and deadlines set in order to complete the Annual Report by the statutory deadline.

18.4.3 The Assessor will submit to the Treasurer all information necessary to close the Accounts as detailed in the Guidance Notes and Procedures issued annually.

18.4.4 It is the responsibility of the Assessor to provide the External Auditor with supporting documentation and any information required in connection with the closure of the Board's accounts.

19. **INTERNAL AUDIT**

19.1 Responsibility for Internal Audit

19.1.1 A continuous Internal Audit, under the independent control and direction of the Treasurer, shall be arranged for the purpose of carrying out an examination of the accounting, financial and other operations and systems of the Board to ensure that the interests of the Board are protected.

19.1.2 This should be done in accordance with Internal Audit's published Internal Audit Charter and in compliance with the Public Sector Internal Audit Standards

19.1.3 Officers engaged in Internal Audit will report directly to the Treasurer. All Internal Audit reports shall be submitted to the Treasurer, the Assessor and to the External Auditor.

19.2 Authority of Audit

19.2.1 The Treasurer or an authorised representative shall have authority, on production of identification, to:-

- (i) enter at all reasonable times on any Board premises or land
- (ii) have access to all records, computer files, documents and correspondence relating to any financial and other transactions of the Board
- (iii) require and receive such explanations as are necessary concerning any matter under examination
- (iv) require any employee of the Board to produce when required, cash, stores or any other Board property under his/her control

- (v) require any explanation which he/she considers necessary regarding any contract or transaction
- (vi) while investigating a contract, request the assistance of a professional person within the office concerned with such assistance being given promptly
- (vii) and will make any recommendations to changes in procedures as appropriate.

19.3 Irregularities

- 19.3.1 Any evidence or reasonable suspicion of an irregularity relating to funds, stores or other property of the Board, or any suspected irregularity in the exercise of the functions of the Board including breaches of the Code of Corporate Governance will be reported immediately by the Assessor to the Treasurer or a nominated employee or vice versa, in line with the Fraud Response Plan.
- 19.3.2 Such irregularities will be dealt with by the Treasurer as is considered necessary by way of investigation, action and report in accordance with the Board's Anti Fraud Strategy and Fraud Response Plan, Counter Fraud, Bribery and Corruption Statement and Strategy and Fraud Response Plan.
- 19.3.3 The Assessor will make arrangements to ensure that any actual or suspected irregularities relating to funds, payments, stores, equipment or other Board property, or any breaches of the Code of Corporate Governance are reported to them immediately in line with the Fraud Response Plan.
- 19.3.4 The Treasurer will approve any necessary investigations arising from incidents of whistle blowing by third parties.

20. PETTY CASH IMPREST ACCOUNTS

20.1 Provision of Petty Cash Imprest Accounts

- 20.1.1 An appointed officer of Finance and Corporate Resources of the lead authority (as appointed by the Treasurer) will, in consultation with the Assessor or an authorised employee within the Service, advance a sum of money intended to be used for the purposes of defraying petty cash and other minor expenses.
- 20.1.2 The Treasurer only will open an imprest bank account in the name of the Board to be used in the operation of the petty cash imprest account.
- 20.1.3 The Assessor will supply a list of authorised signatories for the operation of the imprest bank account. A minimum of two signatories will be required to withdraw money or make payment from an imprest bank account.
- 20.1.4 It shall be the responsibility of the imprest bank account holder to ensure the account is not overdrawn under any circumstances. Any charges for being overdrawn must be borne by the establishment concerned.
- 20.1.5 Any bank interest earned on imprest accounts will be remitted separately and immediately to the Treasurer and will not be left in the imprest bank balance.

- 20.1.6 Petty cash imprest accounts will be reconciled at least once in each calendar month, the reconciliation should be signed by the imprest holder and retained for inspection.
- 20.1.7 Claims for re-imbursement of a petty cash imprest account should be made where appropriate, taking into consideration the size of the claim and the expected demands on the petty cash account.
- 20.1.8 All claims for re-imbursement should be submitted to the Treasurer. Re-imbursement will be made electronically by bank transfer. No re-imbursements will be made in cash.
- 20.1.9 An employee responsible for a petty cash imprest account will, if so requested, give to the Treasurer a certificate as to the balance of the petty cash imprest account.
- 20.1.10 Payments from petty cash imprest accounts are limited to minor items of expenditure not exceeding £100 per item and to only such other items as the Treasurer may approve.
- 20.1.11 Payments from the petty cash imprest accounts will be supported by a receipted voucher to the satisfaction of the Treasurer.
- 20.1.12 Petty cash imprest accounts must not be used to pay major expense claims or any suppliers' invoices.

20.2 Exclusion of Payments to the Board

- 20.2.1 No income received on behalf of the Board will be paid into an imprest bank account or used to replenish an imprest petty cash account but shall be lodged in a bank or be paid to the Board as provided for in Section 10 hereof (Banking Arrangements).

20.3 Termination as Imprest Holder

- 20.3.1 On leaving the employment of the Board or otherwise ceasing to be entitled to hold a Petty Cash Imprest Account, the employee will account to the Treasurer for the amount advanced to the employee. A formal record of this accounting shall be prepared and retained in the service for inspection.

20.4 Review of Provision of Imprest Accounts

- 20.4.1 The Treasurer will be entitled to review the use made of Imprest accounts and reduce or close them as considered appropriate.

21. **PAYMENT OF WAGES AND SALARIES**

21.1 Information Regarding Appointments, etc

- 21.1.1 The Assessor shall notify the Treasurer without delay and keep records of all matters affecting the payment of wages, salaries and other emoluments, in particular:-

- (i) appointments, promotions, regradings, resignations, dismissals, suspensions, secondments and transfers
- (ii) changes in remuneration, other than normal increments and pay awards and agreements of general application
- (iii) absences from duty for sickness, career break or other reasons
- (iv) information necessary to maintain records of service for superannuation, income tax, national insurance and social security purposes.

21.1.2 This information may be provided by the Assessor via the Council's self-service system People Connect.

21.2 Implementation of Agreements

21.2.1 The Assessor shall be responsible for the application of all appropriate wages and salary agreements to employees of the Board.

21.3 Form and Certification of Records

21.3.1 All time records or other pay documents will be in a format prescribed or approved by the Treasurer and will be certified in manuscript where appropriate, by or on behalf of the Assessor. Electronic submission of data must be password protected and will only be accepted from authorised personnel.

21.3.2 The names of the employees authorised to certify such documents should be sent to and approved by the Treasurer from the Assessor together with specimen signatures and initials. Any amendments to the list of authorised signatories should be notified to the Treasurer as they occur without delay.

21.4 Submission of Timesheets

21.4.1 The Assessor shall adhere to the timetable laid down by the Treasurer for the submission of timesheets and staff reports.

21.5 Arrangements for Payments

21.5.1 The payment of all salaries, wages, pensions, compensation and other emoluments to all employees, former employees, elected Members or beneficiaries shall be made by the Treasurer or under arrangements approved and controlled by the Treasurer.

21.5.2 All transfers of money from one member of staff to another will be evidenced in the records of the Services by the signature of the receiving employee.

21.5.3 Electronic transfers of payroll information shall be supported by documentation certified by an authorised signatory.

22. TRAVELLING SUBSISTENCE etc. ALLOWANCES

22.1 Arrangements for Claims

22.1.1 The Treasurer will be responsible for making arrangements for the administration, regulation and payment of claims for expenses of and allowances to Members and employees of the Board subject always to the statutory provisions from time to time in force.

22.2 Regulations

22.2.1 The Treasurer, in consultation with the Assessor, will make available the current Regulations on expenses and allowances to Members and employees of the Board and to other approved bodies.

22.3 Submission of Employees' Claims

22.3.1 All claims for payment of car allowances, subsistence allowances, travelling and incidental expenses must be submitted through People Connect or duly certified in manuscript on the appropriate official form approved by the Treasurer. Reimbursement of mileage expenses will only be made on presentation of a relevant VAT receipt detailing a fuel purchase. Reimbursement of other expenses will only be made on presentation of a relevant receipt, where appropriate. Claims must be submitted no later than eight weeks after the end of the month during which expenses are incurred.

22.3.2 Anything beyond this will require specific authorisation by both Assessor and Treasurer or an appointed officer of Finance and Corporate Resources of the lead authority (as appointed by the Treasurer).

22.3.3 The Assessor must ensure that, as far as practically possible, employees' claims applicable to a financial year are submitted by 15 April of the following financial year.

22.4 Payment of Employees' Claims

22.4.1 All such expenses shall as far as practicable be paid via the payroll system.

22.4.2 Such payments will not be made out of imprest accounts without the express authority of the Treasurer.

22.5 Certification of Employees' Claims

22.5.1 The certification by or on behalf of the Assessor will be taken to mean that the certifying employee is satisfied that the journeys were authorised, the expenditure was wholly, exclusively and necessarily incurred in the performance of employment, and that any allowances are properly payable by the Board.

22.5.2 The names of employees authorised to certify such claims not entered on People Connect shall be sent to the Treasurer by the Assessor together with specimen signatures and initials. Any amendment to the list of authorised signatories should be notified to the Treasurer as they occur without delay.

22.5.3 An annual review of such authorisations shall be carried out by the Service to ensure that the list of names submitted to the Treasurer is complete and up-to-date.

22.5.4 No employee authorised to certify such claims would certify a personal claim. Personal claims must be certified by a separate authorised signatory who should be senior to the employee making the claim.

22.6 Scheme of Members' Allowances

22.6.1 The payment of Members' allowances and expenses shall be in accordance with the Board's approved Scheme, or any amending legislation and made under delegated powers of the Treasurer.

22.7 Submissions of Members' Claims

22.7.1 Payments to Members, including co-opted members of the Board who are entitled to claim attendance and other allowances, mileage or other expenses approved through the Local Governance (Scotland) Act 2004 (Remuneration) Regulations 2007, the Local Government (Allowances and Expenses) (Scotland) Regulations 2007 and the Local Governance (Scotland) Act 2004 (Allowances and Expenses) Regulations 2007, or any amending Regulations shall be made by the Treasurer upon receipt of the prescribed form duly completed and certified in manuscript.

22.7.2 Reimbursement of mileage expenses will only be made on presentation of a relevant VAT receipt detailing a fuel purchase. Reimbursement of other expenses will only be made on presentation of a relevant receipt, where appropriate. Members' claims should be submitted on a four weekly basis or more frequently if required.

22.7.3 The payment of Members' expenses will be in accordance with the Board's approved Scheme, or any amending legislation.

22.7.4 As far as is practically possible, Members' claims applicable to a financial year should be submitted by 15 April in the following financial year.

23. SECURITY

23.1 Responsibility for Security

23.1.1 The Assessor shall be responsible for maintaining proper security, custody and control at all times for all plant, buildings, materials, stores, furniture, equipment, cash, etc, under the Assessor's control. The Assessor shall also consult the Treasurer as appropriate in any case where security is thought to be defective or where it is considered special security arrangements may be needed. The Assessor will apply, as a minimum, standards for property protection as defined by Risk Management guidance.

23.2 Limits to Cash Holdings

23.2.1 As noted in Section 7.4.1., sums in excess of £500 must be banked within 24 hours of receipt unless the establishment has an uplift by a security carrier agreed by the Treasurer. The Treasurer shall agree with the Assessor the maximum amount of cash to be held in the premises under the Assessor's control and the agreed amount shall not be exceeded except with the written agreement of the Treasurer and confirmation that appropriate insurance arrangements are in place.

23.3 Safe Keys

23.3.1 Keys to safes and similar receptacles for cash, stocks or valuable documents or articles shall be the responsibility of the person(s) given charge of such safes or similar receptacles at all times and shall be carried on the person(s) of those responsible. The loss of any such keys shall be reported immediately to the Treasurer. The Assessor will keep a register of all such key holders. The Assessor is tasked with the responsibility and should follow the guidance as detailed in any Risk Management guidance notes and General Security.

23.3.2 All valuables such as insignia of office or other items of a similar nature which are in active use shall be deposited with the Treasurer for safe custody.

23.4 Pre-printed/Pre-signed Cheques etc

23.4.1 The Treasurer will be responsible for ensuring that secure arrangements are made for the preparation and holding of pre-printed/pre-signed cheques, stock certificates, bonds and other financial documents.

23.5 Security/Retention of Documents

23.5.1 The Assessor shall be responsible for maintaining proper security, custody and control of all documents within the Office. The retention period for all books, forms and records related to financial matters shall be determined by the Treasurer in consultation with the Legal Adviser.

23.5.2 The Assessor will be responsible for ensuring that proper systems exist for password identification control both in the case of accessing the Board's computers, all Board's IT systems and in the use of personal computers. Nominated Officers will be responsible for ensuring that passwords are properly secured and regularly reviewed.

23.5.3 Flexible and remote working increases risks around cyber and information security. All employees and officers remain bound by and must comply with the policies that the Board has in place to protect sensitive Board data and information. Employees are routinely reminded of their responsibilities to comply with corporate policies and its incumbent on management to monitor compliance.

23.6 Data Protection Act

23.6.1 The Assessor shall be responsible for the use and security within the Office of all personal data held by or output from Computer Systems within the office. Personal data output from such systems must not be used by any other person, office or organisation in contravention of the authority's registration under the Data Protection Act or the Freedom of Information Act.

23.6.2 The Treasurer will be responsible for the use and security within the lead authority Finance and Corporate Resources' of all personal data held by or output from computer Systems. Personal data output from lead authority Finance and Corporate Resources' systems must not be used by any other person, office or organisation without the prior approval of the Treasurer or in contravention of the Board's registration under law relating to the Data Protection Act.

24. RISK MANAGEMENT

- 24.1 It is the responsibility of the Assessor to maintain a register of Key Risks and associated Risk Control Plans.
- 24.2 It is the responsibility of the Assessor to ensure that the register of Key Risks and associated Risk Control Plans are aligned to the Board Service Plans and are consistent with the approved Risk management methodology and systems.
- 24.3 The register of Key Risks and associated Risk Control Plans are to be available for inspection.

25. OBSERVANCE OF FINANCIAL REGULATIONS

25.1 Responsibility of the Assessor

- 25.1.1 It is the duty of the Assessor to ensure that these Regulations are made known to the appropriate persons within the Office and to ensure that the Regulations are adhered to.

25.2 Breach of Regulations

- 25.2.1 Any Breach or non-compliance with these Regulations must on discovery be reported immediately or as soon as is practically possible to the Treasurer who will discuss the matter with the Legal Adviser and the Assessor as may be appropriate in order to determine the proper action to be taken.



Terms of Reference

Appeals Panel

Grievance and Disputes Panel

**Submitted to the meeting of Lanarkshire Valuation Joint Board on
Monday 27 June 2022**

Note: If you need this information in another language or format, please contact us to discuss how we can best meet your needs.
Phone 0303 123 1015 or email equalities@southlanarkshire.gov.uk

TERMS OF REFERENCE

Lanarkshire Valuation Joint Board Appeals Panel

1 Powers and Responsibilities

- 1.1 To determine appeals against final written warning and punitive action.

2 Membership

- 2.1 Membership of individual panels to be 3 members, comprising the Convener or Depute Convener and 1 member from each constituent Council to be drawn in rotation from the membership of the Board.

- 2.2 Quorum – 2

3 Meeting Arrangements and Practice

- 3.1 To meet as required.

Lanarkshire Valuation Joint Board Grievance and Disputes Panel

1 Powers and Responsibilities

- 1.1 To determine grievances, either individual or collective, from all employees.
- 1.2 To hear representations from trade unions on matters not agreed at officer level by consultation and negotiation

2 Membership

- 2.1 Membership of individual panels to be 3 members, comprising the Convener or Depute Convener and 1 member from each constituent Council to be drawn in rotation from the membership of the Board.

- 2.2 Quorum 2

3 Meeting Arrangements and Practice

- 3.1 To meet as required