

WEST LOTHIAN COUNCIL

CORPORATE PROCUREMENT PROCEDURES

**For the supply of goods or materials, the provision of services and the execution of works**

***These procurement procedures apply to all Service Areas***

**Quality Control**

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DEFINITIONS

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| **TERM** | **MEANING** |
| 2014 Act | Procurement Reform (Scotland) Act 2014 |
| 2015 Regulations | The Public Contracts (Scotland) Regulations 2015  |
| 2016 Regulations | Procurement (Scotland) Regulations 2016 |
| Annual Procurement Report | Procurement Reform (Scotland) Act 2014 requires that all Contracting Authorities, who are eligible to prepare and publish a Procurement Strategy, must publish an annual procurement report which reports on actual and planned regulated procurement activities; achievement of community benefits; activity with supported businesses; and any regulated procurement, i.e. £50,000, and above, for goods and services and £2,000,000, and above, for works contracts, that did not comply with the procurement strategy. |
| Best Value Framework | The regime adopted at Council Executive to guide the council in securing best value and complying with the relevant legislation and statutory guidance. |
| Collaborative Contracts | All contracts (including framework agreements) placed in conjunction with other contracting authorities or other public bodies, by the council or another authority or body, or through joint committees, or in partnership with other parties. |
| Committee | Full council, or the committee established by the council with a remit which includes corporate procurement (presently Council Executive) |
| Contract | Legislation regulates how contracts can be made by or on behalf of the council. In this context, “contract” means any agreement:* with an individual, company or other organisation
* for the execution of building and civil engineering works or
* for the supply of goods, materials or services, and
* which is authorised to be entered into by the council or one of its committees or sub-committees, usually in writing, or
* which is entered into, either in writing or verbally, by an officer of the council, acting under their delegated powers to do so, and
* which commits the council to the outcome of the agreement and, therefore, is legally enforceable by either the council or the other party or parties to the agreement.
 |
| Contract Management | Contract management is the process of managing contract creation, execution, and analysis to ensure a contract delivers on all contractual requirements and achieves all performance indicators, including financial performance, while managing the associated risks. |
| Contracting Authority | The term used in public procurement legislation to define those organisations that must comply with it. West Lothian Council is a Contracting Authority. |
| Contractor | Contractor, also referred to as Supplier and/or service provider in these Standing Orders mean a third-party organisation with whom West Lothian Council may contract. |
| Contract Strategy | A pre-tender template, approved by the Responsible Officer, which is used by officers in carrying out procurement exercises to determine the route to market for formal tenders, in line with the Sustainable procurement duty. The contract strategy template is defined, and updated from time to time, in the Corporate Procurement Procedures. |
| Corporate Contract and Supplier Management Framework | The Councils [Corporate Contract and Supplier Management Framework](https://westlothian.gov.uk/article/74083/Contract-and-Supplier-Management), complete with various supporting documentation, allows Contract Managers and Corporate Contract Managers to undertake contract management activity with suppliers.  |
| Corporate Contract Management System | Council system used to hold information in relation to current, proposed and expired contracts. |
| Corporate Contract Register | The Council is required to publish a Contract Register publicly to comply with public procurement legislation. For this purpose a [live link](https://contractinfo.westlothian.gov.uk/) to the Corporate Contract Management system is published on the intranet, which holds information on regulated contracts awarded by the Council. |
| Corporate Procurement Board | The group of officers chaired by the Depute Chief Executive with responsibility for the oversight and control of the corporate procurement function of the council |
| Corporate Procurement Procedures | The Corporate Procurement Procedures is a complementary and supportive set of procedures which set out the operational requirements of the Standing Orders for the Regulation of Contracts. |
| Corporate Procurement Strategy | Council-wide procurement strategy approved at Council Executive |
| Direct Award | A direct award occurs when a contract is awarded to a contractor without being subjected to competition. Contract Standing Orders requires such awards to be approved and Contract Standing Orders should be consulted to determine what level of business case exemption is required for any direct award.  |
| Mandatory e-learning modules | Anyone involved in quick quotes and tendering are required to complete 4 e-learning modules, prior to submitting a CC reference request as follows:* Contract Management
* Sustainable Procurement
* Quick Quotes
* Standing Orders

These can be found in the mandatory section of [MyLearning.](https://mylearning.westlothian.gov.uk/login/index.php) |
| Estimated aggregated Contract Value | For supplies and services contracts (including Social Care), which are regular in nature or which are intended to be renewed in a given period, the estimated aggregated Contract Value (total Estimated Contract Value), excluding VAT, is established prior to tendering. The value must take in the entire term of the Contract and spend across the whole council in the preceding 12 month period.  |
| Framework Agreement – External and Internal | An agreement or other arrangement between one or more contracting authorities and one or more suppliers which establishes the terms (in particular the terms as to price and, where appropriate, quantity) under which the supplier will enter into one or more contracts with a contracting authority in the period during which the framework agreement applies (Section 6 of the 2014 Act and Regulations 2(1) and 34 of the 2015 Regulations)An “internal framework agreement” is where the council is the body letting the contract to a number of suppliers, an “external framework agreement” is where another body lets the contract but the council is entitled to participate in the contract |
| General duties | Generally applicable principles of fairness, equal treatment, non-discrimination and transparency and compliance with the sustainable procurement duty (Sections 8 - 10 of the 2014 Act). |
| Grant | A grant is awarded to individuals or organisations by public authorities for specific purposes, often covered in legislation, and usually following an application process. Grants are issued, depending on eligibility and funding, where:* The public authority has a legal basis to pay the grant and the grant will further the public authority’s statutory duty;
* the project or organisation being funded contributes to the public authority’s policy aims;
* the money will be used to deliver something (which can include goods, services and works) to someone other that the public authority itself.

Further guidance can be found in the [Scottish Public Finance Manual](https://www.gov.scot/publications/scottish-public-finance-manual/grant-and-grant-in-aid/annex-3-grant-funding-and-procured-goods-and-services-contracts/) |
| Health and Social Care services | As defined by Regulation 12(1) and 13(1) of the Procurement Reform (Scotland) Act 2014 Act, Schedule 3 and Regulations 74 to 76 of the Public Contracts (Scotland) Regulations 2015 Regulations and Regulation 5, along with the associated schedule of The Procurement (Scotland) Regulations 2016.  |
| Health & Social Care Partnership Contracts Advisory Group (CAG) | Contracts for social and health care services in the West Lothian Health & Social Care Partnership are reviewed by CAG, including Social Policy future planned contracting requirements. CAG makes recommendations to the Head of Social Policy, which may include, for example, how to approach derogations and variations on some of the provisions of Contract Standing Orders.  |
| International Legislation | Any applicable residual European Procurement Legislation and any subsequent law that replaces it, such as a Government Procurement Agreement. |
| Light Touch Regime | The name given to the [flexibility](https://www.procurementjourney.scot/additional-resources/light-touch-regime) that can be applied to formal tender processes for health and social care where the estimated aggregated contract value is above the international threshold. |
| Negotiated Tender Procedure | A procedure leading to the award of a contract whereby the council negotiates the terms of the contract without prior publication of a contract notice or prior information notice. This may only be used in particular circumstances as identified by Regulations 2(1) and 33 of the 2015 Regulations. |
| Open Procedure | A procedure leading to the award of a contract whereby all interested suppliers may tender for the contract (Regulations 2(1) and 28 of the 2015 Regulations) |
| Procurement Legislation in Scotland  | [The Procurement (Scotland) Regulations 2016](https://www.legislation.gov.uk/sdsi/2016/9780111030868)[The Public Contracts (Scotland) Regulations 2015](https://www.legislation.gov.uk/ssi/2015/446/contents/made)[The Procurement Reform (Scotland) Act 2014](https://www.legislation.gov.uk/asp/2014/12/contents) |
| Public Contracts Scotland | The national advertising website for Scottish public sector organisations to post contracts, including those that are subject to public procurement legislation. It also allows contracting authorities to invite suppliers to submit quotations electronically via the website’s secure tender post box (Section 22 of the 2014 Act)(<http://www.publiccontractsscotland.gov.uk/>) |
| Public Contract Scotland – Tender (PCS-T) | PCS-Tender (or PCS-T) is a secure website, provided by the Scottish Government, that allows procurement officers and suppliers to manage tender exercises online. All formal tenders published by WLC are managed via PCS-T. |
| Public Procurement Legislation | Any legislation that applies to procurement processes in Scotland. |
| Quick Quote | An online request for quotation facility provided through the Public Contracts Scotland website, used to obtain competitive quotes for low value/low risk procurement exercises or procurement mini competitions within framework agreements from suppliers who are registered on the website. |
| Responsible Officer | The Head of Service, currently the Head of Corporate Services, with overall procurement responsibility for all council contracts (works, services - including health and social care services, supply of goods and materials). |
| Restricted Procedure | A procedure leading to the award of a contract whereby only economic operators selected by the council may submit tenders for the contract (Regulations 2(1) and 29 of the 2015 Regulations). |
| Scheme of Delegations (to Officers) | The record maintained of all powers enduring for six months or more delegated to council officers by full council or committee. |
| Services (and Services Contracts) | The provision of services by a person engaged by the council to do so but not including works or supplies/materials as described in Regulation 2(1) of [The Public Contracts (Scotland) Regulations 2015](https://www.legislation.gov.uk/ssi/2015/446/contents/made) . |
| Service Provider | Service Provider, also referred to as Supplier and/or contractor in these Standing Orders mean a third-party organisation with whom West Lothian Council may contract. |
| Standstill Period | The standstill period provides for a short (at least 10 calendar day) pause between the point when the contract award decision is notified to bidders, and the final contract conclusion, during which time suppliers can challenge the decision. It is a legal requirement imposed through public procurement legislation. |
| Supplier | Supplier, also referred to as Contractor and/or service provider in these Standing Orders mean a third-party organisation with whom West Lothian Council may contract. |
| Supplies (and Supplies Contracts) | The purchase or hire of goods, or their siting or installation as defined in paragraph 2(1) of [The Public Contracts (Scotland) Regulations 2015](https://www.legislation.gov.uk/ssi/2015/446/contents/made) |
| Thresholds | Regulated spend thresholds, also known as tender thresholds, are the limits specified in legislation which determine applicable law and procedures (Regulation 5 of the 2015 Regulations) or as updated by Scottish Procurement through [Scottish Procurement Policy Notes](https://www2.gov.scot/Topics/Government/Procurement/policy/SPPNSSPANS/policy-notes) from time to time which determine which procurement route to market should be followed.West Lothian Council also sets local spend thresholds below the regulated spend threshold values. All thresholds are set out in the Corporate Procurement Procedures. The thresholds in the Corporate Procurement Procedures will be amended from time to time. The current thresholds are at Appendix 1. |
| Works (and Works Contracts) | The carrying out of a work or works for the council, or under an arrangement whereby the council engages a person to procure by any means the carrying out for the council of a work corresponding to specified requirements Regulation 2(1) and Schedule 2 of [The Public Contracts (Scotland) Regulations 2015](https://www.legislation.gov.uk/ssi/2015/446/contents/made). |

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| **1** | **PURPOSE** |
| **1.1** | To complement, support and expand on the requirements of Contract Standing Orders and all applicable Public Procurement Legislation. |
| **1.2** | To detail the most effective and appropriate procedures to be followed by council staff when procuring goods or materials, services (including Health and Social Care) or works on behalf of the council. |
| **1.3** | To support the council’s Corporate Procurement Strategy in achieving a corporate approach to procurement across the Council. |
| **1.4** | To create an effective, fair and transparent competition between bidders to ensure Best Value for the Council and Tax Payers. |

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| **2** | **USE OF THESE PROCEDURES** |
| **2.1** | The primary rules governing procurement in the council are the “Standing Orders for the Regulation of Contracts” (Contract Standing Orders). These Corporate Procurement Procedures are complementary and supportive of Contract Standing Orders and provide additional detailed guidance on the processes and procedures to support the implementation of Contract Standing Orders. This document will allow officers to procure in accordance with Contract Standing Orders and all applicable public procurement legislation. |
| **2.2** | Use of these procedures is mandatory under the council’s Contract Standing Orders. |
| **2.3** | Where there is any conflict between the terms of Standing Orders and these Corporate Procurement Procedures, Standing Orders shall prevail. |
| **2.4** | The Responsible Officer for Procurement and those officers to whom they delegate their powers and responsibilities in procurement matters, must ensure that anyone involved in any part of the procurement cycle has read and understood these procedures, in conjunction with Contract Standing Orders. The procurement cycle covers processes from identification of need, tendering, evaluation, payment, contract award, contract mobilisation, contract management, contract renewal etc. |
| **2.5** | Compliance with Contract Standing Orders and following these procedures should provide assurance that contracts are let effectively whilst complying with all applicable procurement legislation, policy and guidance.  |
| **2.6** | All officers must be aware of when issues beyond their knowledge and expertise arise and seek advice from the Corporate Procurement Unit and/or the Chief Solicitor. All requests for advice, to the Corporate Procurement Unit or the Chief Solicitor, must be made timeously to prevent delays or issues with any tender process and/or subsequent project delivery. |
| **2.7** | Any dispute arising from the application, operation or interpretation of the Corporate Procurement Procedures shall be resolved by a decision of the Responsible Officer after discussion with the appropriate Head of Service and after consultation with the Chief Solicitor and/or Governance Manager as appropriate to the nature of the dispute. |
| **2.8** | These procedures will be regularly reviewed and updated as necessary to reflect any legislative or other changes which impact upon West Lothian Council procurement activity. Updates will be published on the council’s intranet and council staff will be notified when significant changes have been made. |
| **2.9** | Any query regarding the application or interpretation of these Procurement Procedures should be made in the first instance to the Corporate Procurement Unit. |

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| **3** | **ROLES AND RESPONSIBILITIES** |
| **3.1** | **Council Wide Roles and Responsibilities** |
| 3.1.1 | All Council employees have a role and responsibility understand procurement processes and procedures, as they relate to the budgets they own or spend, and ensure compliant procurement, there are also specific roles and responsibilities that apply for procurement, as outlined in the table below:

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| **Role** | **Responsibility** |
| Elected Members | * Approval and review of the Corporate Procurement Strategy
* Approval of Standing Orders for the Regulation of Contracts and all applicable delegation of authority
* Approval of any, allowable, exemptions from Standing Orders
* Approve Policy Documents
* Note the Annual Procurement Report
 |
| Responsible Officer for Procurement | * Overall procurement responsibility for all council contracts which fall under the Standing Orders for the Regulation of Contracts.
* Develop and implement Corporate Procurement Strategy
* Report to Council Executive and other relevant committees, where applicable
* Promote procurement competency across the Council.
 |
| Procurement Board | Summary of key areas of responsibility:* Provide Strategic Direction on the development of the procurement strategy and to monitor the implementation of that strategy, making recommendations as appropriate.
* Ensure compliant procurement, in line with Public Procurement Legislation and Contract Standing Orders
* Develop sustainable procurement policy and strategy
* Disseminate good practice and key messages to the service area management teams that they represent and across their service area
* Ensure appropriate investment in procurement for the council
 |
| Corporate Procurement Unit | * Develop and implement Corporate Procurement Strategy and Corporate Procurement Procedures which ensures compliance with all public procurement legislation and contract standing orders.
* Provide a procurement service for formal tenders across the Council
* Co-ordination of the Councils representation at National, Sectoral and Regional User Intelligence Groups
* Provide procurement expertise and specialist advice
* Support the development of procurement competency across the Council.
 |
| Heads of Service | * Ensure service representation on the Procurement Board
* Ensure those who are undertaking procurement have undertaken the necessary procurement training and development
* Define procurement requirements for their service area
* Provide a 5 year forecast of procurement requirements
* Control and approve budgets
* Contract Management
* Delivery of Key performance indicators (KPI’s) within contracts, including sustainable procurement and climate change
 |
| Service Managers | * Develop projects in line with service area strategic and operational requirements
* Identifies procurement requirements and the need for external contracts with 3rd party suppliers
* Lead on Quick Quotes and other competitive processes up to the value of £49,999 for goods, supplies and services and £249,999 for Works
* Assign technical expertise for formal tenders
* Assist with tender evaluations, as applicable
* Contract Management
* Delivery of Key performance indicators (KPI’s) within contracts, including sustainable procurement and climate change
* Ensure input to external User Intelligence Groups, as applicable.
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| **3.2** | **Scheme of Delegation to Officers** |
| **3.2.1** | The council’s Scheme of Delegation to Officers sets out the powers which have been delegated by the council to senior officers and reflects these responsibilities. Information on specific delegations made by Services can be found in the Service Delegation Templates. |
| **3.2.2** | The Responsible Officer for Procurement is responsible for the supply of goods and materials, services (including Health and Social Care) and works contracts. Whether spend is designated as supplies, services (including Health and Social Care) or works plays a part in determining which aspects of the regulations apply. The definitions of supplies, services (including Health and Social Care) and works are detailed in the common procurement vocabulary [(CPV)](https://simap.ted.europa.eu/cpv) codes within the Public Procurement Legislation. CPU must be consulted on selection of codes for formal tendering. |
| **3.2.3** | The council’s Scheme of Delegation to Officers sets out the powers which have been delegated by the council to senior officers. Subject to certain general conditions set out in this Scheme, such as the requirement to follow council policies, the day-to-day running of council services is delegated to the Chief Executive and Depute Chief Executives, and also to Head Teachers under the council’s Scheme of Devolution of School Management. These senior officers are also authorised to delegate any of their authority to other officers under their direction and who are appropriately qualified and experienced. This means that, in the context of the making of contracts on behalf of the council, the Chief Executive, Depute Chief Executives, Heads of Service, as well as Head Teachers, must ensure that those officers whom they authorise to perform procurement functions and tasks on their behalf have sufficient training, knowledge and experience to determine compliant and relevant procurement issues and are aware of the extent and limitation of their delegated authority. Regardless of any delegations by them, the final responsibility for ensuring compliance with all applicable regulation’s rests with the “Responsible Officer”. The Responsible Officer for all types of procurement by the council is currently the Head of Corporate Services. |
| **3.2.4** | All officers exercising delegated powers in relation to procurement and contracting functions must comply with the Contract Standing Orders and the Corporate Procurement Procedures and all other Council policies and guidance including the Employee Code of Conduct. They must also be aware of the provisions of the Bribery Act 2010 in relation to giving or accepting a financial or other advantage and the potential for personal and corporate criminal liability. Any failure in or disregard of these requirements may amount to gross misconduct or misconduct under the council’s Disciplinary Code and may result in disciplinary action. |
| **3.2.5** | No contract shall be entered into unless the estimated expenditure is either included within the Councils approved budgets or can otherwise be provided from financial resources available to the Council. The Responsible Officer, or those exercising delegated authority, must be satisfied that sufficient funds exist prior to the commencement of any procurement requirement and any report to committee to seek approval for a procurement requirement or approach should contain that information. |

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| **3.3** | **Procurement Roles and Responsibilities** |
| **3.3.1** | The Corporate Procurement Unit is responsible for providing strategic procurement direction across the Council, advising and guiding customers, developing and implementing procurement processes, procedures and systems to deliver benefits and enhanced procurement performance to customers.  |
| **3.3.2** | The Corporate Procurement Unit provides a strategic and transactional procurement service and leads on the procurement of all formal tenders for supplies, services (including health and social care) and works. |
| **3.3.3** | Service areas have delegated procurement authority (DPA) to lead on the purchase of requirements with spend up to £49,999 for Supplies and Services (including Health and Social Care) and up to £249,999 for Works and compliant Call Offs from existing compliant internal and external Frameworks at all values. |
| **3.3.4** | Anyone who has a requirement to approach the market must calculate the estimated aggregated contract value, over the full contract period including extensions, to determine which procurement route they must follow. If you are unsure about how to calculate this, please contact CPU for support. |
| **3.3.5** | An online suite of documents is available in the [Procurement Toolkit](https://intranet.westlothian.gov.uk/article/72606/Procurement-Toolkit) for staff with DPA, across the council, to procure supplies, Services (including Health and Social Care) and Works in a compliant and consistent manner.  |

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| **4** | **EXCEPTIONS TO COMPETITION** |
| **4.1** | Subject always to all applicable Public Procurement Legislation, and relevant procurement case law decisions from international and domestic courts, Standing Orders allows the Council Executive and the councils Heads of Service, in exceptional circumstances and dependent upon value, to exempt contracts from the requirement to obtain competitive tenders or quotes. |
| **4.2** | The Council Executive, and no other committee, may in exceptional circumstances, including but not limited to, matters arising from geographical, sole supplier, technical, artistic or urgency factors, authorise:* a supplies and/or services (including Health and Social Care\*) contract to be entered into without subjecting the contract to competition where the aggregated estimated value is £50,000 or greater but less than the international procurement threshold; or
* a Works contract to be entered into without subjecting the contract to competition where the aggregated estimated value is £250,000 or greater but less than the international procurement threshold

\*Whilst the Council’s Standing Orders permit the Head of Corporate Services to approve the direct award of Health and Social care contracts which fall within the Scottish Government guidance on the Procurement of Care and Support they may opt to seek approval from Council Executive.Any service seeking to invoke an exemption for contracts within these values must first raise a corporate contract (CC) Reference request with the Corporate Procurement Unit who will lead on the completion of a contract strategy and, where applicable, seek any necessary approval from Council Executive, ensuring compliance with all applicable public procurement legislation and Standing Orders. Where the Council approves an exemption, a contract award notice must be published on Public Contracts Scotland no later than 30 days after the contract award date. |
| **4.3** | The Responsible Officer for Procurement (or the relevant officer deputising from the Responsible Officer in their absence), and no other officer, may in exceptional circumstances, including but not limited to, matters arising from geographical, sole supplier, technical, artistic or urgency factors, authorise:* a supplies and/or services (including Health and Social Care) contract to be entered into without subjecting the contract to competition where the aggregated estimated value is £5,000 or greater but less than £50,000
* a Works contract to be entered into without subjecting the contract to competition where the aggregated estimated value is £5,000 or greater but less than £250,000

Any service seeking to invoke an exemption for contracts within these values must do so using the Head of Corporate Services online Business Case Exemption (BCE) request [process](https://intranet.westlothian.gov.uk/article/72595/Procurement-Rules-and-Regulations), which is set up as a workflow in Objective. |
| **4.4** | Where a BCE is submitted to the Responsible Officer for Procurement, the information will be retained in the Objective Workflow. A CC reference request will be raised by CPU and the contract details will be entered in the Corporate Contract Management System (CCMS). |
| **4.5** | Heads of Service (or the relevant officer deputising from the Responsible Officer in their absence), and no other officer, may in exceptional circumstances, including but not limited to, matters arising from geographical, sole supplier, technical, artistic or urgency factors, authorise:* a supplies and/or services contract to be entered into without subjecting the contract to competition where the aggregated estimated value is £1,000 or greater but less than £5,000
* a Works contract to be entered into without subjecting the contract to competition where the aggregated estimated value is £1,000 or greater but less than £5,000

Any service seeking to invoke an exemption for contracts within these values must do so using the online Business Case Exemption request process, which is set up as a workflow in Objective. Where a BCE is submitted to the Head of Service, the information will be retained in the Objective Workflow.  |
| **4.6** | High level outline of the approach to Business Case Exemptions in noted in the table below:

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|  |  | All Spend | All Spend | Supplies and Services | Works | Supplies and Services | Works |
| Description | Lead | £0-£999 | £1,000 to £4,999 | £5,000 to £49,999 | £5,000 to £249,999 | £50,000 and over | ££250,000 and over |
| Identify the need for a contract with an external/3rd party supplier | Service | 🗸 | 🗸 | 🗸 | 🗸 | 🗸 | 🗸 |
| Complete all of the procurement e-learning modules | Service | 🗸 | 🗸 | 🗸 | 🗸 | 🗸 | 🗸 |
| Raise CC Reference Request | Service Area | x | x | 🗸 | 🗸 | 🗸 | 🗸 |
| Apply online for a Head of Service Business case Exemption | Service Area | x | 🗸 | x | x | x | x |
| Apply online for a Head of Corporate Services Business Case Exemption  | Service area | x | x | 🗸 | 🗸 | x | x |
| Review of CC Ref Request and/or BCE | CPU | 🗸 | 🗸  | 🗸  | 🗸 | 🗸 | 🗸 |
| Approve/reject request | CPU | x | x | 🗸 | 🗸  | 🗸  | 🗸 |
| Approve/reject Request | Service | x | 🗸 | x | x | x | x |
| Add to work plan | CPU | X | X | x | X | 🗸 | 🗸 |
| Develop Contract Strategy | CPU | X | X | x | X | 🗸 | 🗸 |
| Seek Council Executive Approval | CPU | X | X | x | X | 🗸 | 🗸 |
| Progress with direct award of contract\* | Service | 🗸 | 🗸  | 🗸  | 🗸 | x | x |
| Progress with direct award of contract\* | CPU | x | x | x | X | 🗸 | 🗸 |
| Contract Award notice published on PCS | CPU | x | x | x | x | 🗸 | 🗸\*\* |
| Contract Management | Service | 🗸 | 🗸 | 🗸 | 🗸 | 🗸 | 🗸 |

\*Please note: there may be a recommendation to follow a different approach.\*\* Over £2m |

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| **5** | **IDENTIFYING A NEED** |
| **5.1** | The initial consideration when assessing the need for a requirement is whether the Council needs the requirement at all i.e. can we do without it? If the Council cannot do without the requirement, the next consideration should be whether the Council is able to provide any requirement inhouse, with consideration of best value, without the need to purchase external resources. Only when something cannot be delivered inhouse and/or best value identifies the need to purchase externally, should the Council engage third party contractors. |
| **5.2** | Before considering individual procurement requirements, Services will already be planning and developing their own service plans or commissioning strategies which will determine the overall direction for that Service. As a result of these deliberations, or as part of the process, there is a need to consider procurement activity. It may be the need for an exit strategy for an existing contract, a replacement for a current procured service / supply or the creation of a new contract for external expenditure. |
| **5.3** | In order to establish the council’s future procurement requirements, the CPU maintains a rolling five year Work Plan for the current financial year for each service area. Service areas will provide procurement information on contracts of £50,000, or more, for supplies and services (including Social Care) and £250,000, or more, for works. The information will be used to plan priorities, allocate CPU resources, identify new training requirements and influence the whole procurement activity for the five year period. Procurement Business Partners will have responsibility for progressing each procurement requirement. |

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| **6** | **PROCUREMENT FRAUD** |
| **6.1** | Prior to the commencement of any procurement exercise, individuals must be comfortable with the Bribery Act 2010 and Anti-Money laundering Policy. Information on the Bribery Act 2010 is available within the West Lothian Council Employee Code of Conduct and failure to comply with the code of conduct will result in disciplinary actions as per the Disciplinary Code. |
| **6.2** | More information can be found on the Intranet [Fraud Awareness and Prevention](https://intranet.westlothian.gov.uk/article/72774/Fraud-Awareness-and-Prevention) intranet page. |

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| **7** | **PROCUREMENT THRESHOLDS** |
| **7.1** | Public procurement legislation and Standing Orders make provision for a range of tender thresholds. The value of the supplies, service (including health and social care) or Works will determine which tender threshold the required purchase falls into and, therefore, which procurement route is followed to ensure and enable a compliant award of a contract. |
| **7.2** | Appendix 1 provides a breakdown of the thresholds which apply to the Council. |
| **7.3** | Please note that procurement thresholds are reviewed every other year and can be subject to change. |

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| **8** | **CALCULATING THE ESTIMATED AGGREGATED CONTRACT VALUE** |
| **8.1** | The purpose of the aggregation rules is to avoid contract splitting (artificial splitting of the requirement to bring their value under the threshold) and other actions that aim to circumvent public procurement legislation. |
| **8.2** | The estimated aggregated contract value for one off contracts, including Works, should include the total estimated value of any Works, including any lots.  |
| **8.3** | For the estimated aggregated contract value for contracts which are regular in nature, usually supplies and services, the estimated value should be calculated by reference to the total actual value of contracts of the same type awarded during the period of 12 months, or the financial year, preceding the proposed award of a further contract added to the proposed new contract value. |
| **8.4** | In the case of supply contracts, which do not have a fixed term or the term cannot be defined, the estimated aggregated contract value should be calculated by multiplying the monthly value by 48 added to the proposed new contract value. |
| **8.5** | This is required under section 5 of the Procurement Reform (Scotland) Act 2014 and Regulation 6 of the Public Contracts (Scotland) Regulations 2015 and Regulation 3 of the Procurement (Scotland) Regulations 2016 and more detail on the calculations is available in these documents. |

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| **9** | **MIXED PROCUREMENT** |
| **9.1** | Public procurement legislation makes provision for how to treat mixed procurement i.e. procurement which comprises a mix of supplies, services or Works. |
| **9.2** | This is important to ensure that any procurement, that requires to be advertised, is published using the correct approach. It clarifies which aspects of the public procurement legislation applies to the procurement requirement |
| **9.3** | Regulation 4 of The Public Contracts (Scotland) Regulations 2015 provides detailed guidance. Each formal tender should be assessed against the guidance on a case by case basis. |

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| **10** | **PROCUREMENT PROCESS FOR SPEND BETWEEN £0-£999** |
| **10.1** | If you require to buy supplies, services (including Health and Social Care) or Works with an aggregated estimated contract value of, up to and including, £999, as per Contract Standing Orders, you are required to complete the procurement e-learning modules.  |

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| **10.2** | You are also required to ensure best value is obtained. |
| **10.3** | If the estimated aggregated contract value is close to the £999 upper threshold, it is recommended that you use the £1,000 and above process. Please note that, should quotes received by suppliers exceed the £999 threshold it may be necessary to put the requirement back out to competition using the appropriate procurement process. |
| **10.4** | It may be possible to source your requirements through a contract or framework that is already available for use.  |
| **10.5** | A check of the current [live contract register](https://contractinfo.westlothian.gov.uk/) should be conducted to confirm whether your requirement can be met through an existing live contract or Framework before progressing. If you are unsure of whether or not your requirement could be met from a live contract, please contact the Corporate Procurement Unit mailbox at CPU@westlothian.gov.uk. |
| **10.6** | If you have found a suitable Contract or Framework that could meet your requirements, please contact the Corporate Procurement Unit for further information and advice on how to progress. |
| **10.7** | Quotes can be, for example, in the form of emails or through information published online by suppliers. You may be asked to provide evidence of the quote when ordering. You should retain a record for audit purposes.  So, if the quote has been obtained by telephone you should record the discussion. For example, it would be good practice to follow up and confirm the information in writing with the supplier either through email or letter.  |
| **10.8** | There is also the option to conduct a Quick Quote for a requirement within this spend threshold.   Should you choose to do so, then you must follow all relevant procedures when conducting a Quick Quote. |
| **10.9** | Anyone who completes procurement exercises at this level of spend must have read, and understood the Icon for pdf [Procurement Fraud Checklist [129.99KB]](https://intranet.westlothian.gov.uk/media/14838/Procurement-Fraud-Checklist/pdf/Procurement_Fraud_Checklist_v2_Dec_2021.pdf?m=637775793990570000). |
| **10.11** | Once contracts are awarded service areas manage contracts in line with the [Contract and Supplier Management Framework](https://westlothian.gov.uk/article/74083/Contract-and-Supplier-Management). |

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| **11** | **PROCUREMENT PROCESS FOR SPEND BETWEEN £1,000-£4,999** |
| **11.1** | When you require to buy supplies, services (including Health and Social Care) or Works with an estimated aggregated contract value between £1,000 and £4,999 you must first complete the required procurement e-learning modules.  |
| **11.2** | If you require to buy supplies, services (including Health and Social Care) or Works with an estimated aggregated contract value between £1,000 and £4,999 then you are required to ensure that two quotes are obtained to evidence that you have obtained best value. |
| **11.3** | If the estimated aggregated contract value is close to the £4,999 upper threshold, it is recommended that you use the £5,000 and above process. Please note that, should quotes received by suppliers exceed the £4,999 threshold it may be necessary to re-tender the requirement using the appropriate tender procedure. Once you decide to use the Quick Quote process you must follow all applicable procedures. |
| **11.4** | It may be possible to source your requirements through a contract or framework that is already available for use.  |
| **11.5** | A check of the current [live contract register](https://contractinfo.westlothian.gov.uk/) should be conducted to confirm whether your requirement can be met through an existing live contract or Framework before progressing. If you are unsure of whether or not your requirement could be met from a live contract, please contact the Corporate Procurement Unit mailbox at CPU@westlothian.gov.uk. |
| **11.6** | If you have found a suitable Contract or Framework that could meet your requirements, please contact the Corporate Procurement Unit for further information and advice on how to progress. |
| **11.7** | Written quotes can be in the form of emails or online quotations, but they must be received prior to placing an order in the relevant finance system.  Failure to provide evidence of a written quote may result in the rejection of your order until such times as evidence is provided. |
| **11.8** | There is an option to conduct a Quick Quote for a requirement within this spend threshold.   Should you choose to do so, then you must follow all relevant procedures when conducting a Quick Quote. |
| **11.9** | Where there is a sole supplier, a Head of Service Business Case Exemption approval is required. |
| **11.10** | Note; Anyone who completes procurement exercises at this level of spend must have read, and understood the Icon for pdf [Procurement Fraud Checklist [129.99KB]](https://intranet.westlothian.gov.uk/media/14838/Procurement-Fraud-Checklist/pdf/Procurement_Fraud_Checklist_v2_Dec_2021.pdf?m=637775793990570000). |
| **11.11** | Once contracts are awarded service areas manage contracts in line with the [Contract and Supplier Management Framework](https://westlothian.gov.uk/article/74083/Contract-and-Supplier-Management). |

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| **12** | **PROCUREMENT PROCESS FOR SPEND ON SUPPLIES AND SERVICES BETWEEN £5,000 and £49,999** |
| **12.1** | If you require to buy supplies or services (including Health and Social Care) with an estimated aggregated value of between £5,000 and £49,999, that are not currently available via an existing contract, this must be subject to competition in the form of a Quick Quote. |
| **12.2** | The Quick Quotes process is an online facility hosted on the Public Contracts Scotland Website, designed to allow Contracting Authorities, such as West Lothian Council, to obtain competitive quotes electronically for low risk/low value procurement exercises. |
| **12.3** | If your requirement is high risk, or the estimated aggregated contract value is close to the £49,999 upper threshold, it is recommended that you use the £50,000 and above process. Please note that, should quotes received by suppliers exceed the Quick Quotes threshold it may be necessary to re-tender the requirement using the appropriate tender procedure. Where you receive bids that are over £49,999, you must consult with CPU before awarding a contract. |
| **12.4** | Quick Quote is a process, led directly by service areas, which is designed to be a quick and brief process to invite competitive bids from suppliers, to meet your requirements.  |
| **12.5** | It may be possible to source your requirements through a contract or framework that is already available for use.  |
| **12.6** | If a supplier is on Pecos, this **does not** mean that the supplier is Contracted to deliver your requirement. A check of the current[live contract register](https://contractinfo.westlothian.gov.uk/) must be conducted to confirm whether your requirement can be met through an existing live contract or Framework before progressing. If you are unsure of whether or not your requirement could be met from a live contract, please contact the Corporate Procurement Unit mailbox at CPU@westlothian.gov.uk. |
| **12.7** | If you have found an existing suitable Contract or Framework that could meet your requirements, although you will still be required to submit a CC reference request, you are not required to follow the Quick Quote or Formal Tender process. However, under the terms of the Contract or Framework, you may be required to conduct a further competition in the form of a Mini Competition or Direct Award. Please contact the Corporate Procurement Unit for further information and advice on how to progress. |
| **12.8** | All Quick Quotes for West Lothian Council must be published and managed through Public Contracts Scotland (PCS), the Scottish Governments national portal for advertising public sector contracts.  |
| **12.9** | Before carrying out a Quick Quote those in service areas, conducting Quick Quotes, must have undertaken all of the e-learning modules for Procurement. Once the online training is complete, access will be given to PCS. |
| **12.10** | It is expected that those with PCS access will complete the e-learning modules on an annual basis. Should any published Quick Quote fall short of the procedures, individual access to PCS will be removed until all of the e-learning modules have been completed. Continual failure to follow the Quick Quotes requirements will be escalated. |
| **12.11** | Prior to commencing you Quick Quote, you must seek authorisation to proceed with the Quick Quote by completing the [Corporate Contract (CC) Reference Number Template](https://intranet.westlothian.gov.uk/media/10672/Corporate-Contract-Reference-Number-Template/excel/Corporate_Contract_Reference_Request_Form.xlsx?m=637931279862230000) that is situated on [the Corporate Procurement Unit intranet page](https://intranet.westlothian.gov.uk/article/72509/Corporate-Procurement-Unit). The request to procure should be sent directly to the CPU mailbox, CPU@westlothian.gov.uk for review and approval.  |
| **12.12** | Where a CC reference request application does not contain all the necessary information, for approval, it will be returned to the requestor. |
| **12.13** | Once the CC reference request has been approved a contract file will be opened in the Corporate Contract Management System (CCMS). |
| **12.14** | Once your request has been approved, you will then be able to begin the Quick Quote process. |
| **12.15** | Please note that, if you identify further requirements after your CC reference request has been approved, that changes the value and/or the specification, these cannot be added to your Quick Quote. A new CC Reference Request form is required to either replace the initial request or create a new additional request. |
| **12.16** | A minimum of 3 suppliers must be invited to quote for a Quick Quote. At least one supplier, where possible, should be a local supplier. |
| **12.17** | Although, there is discretion over the time period for suppliers to return their bids, this should be proportionate to the complexity of the requirement, taking account of all relevant factors e.g. market structure, holiday periods, business norms etc. Where possible, it is recommended that a Quick Quote should be advertised for a minimum of 5 working days in PCS. |
| **12.18** | In the event that there is cause to add a supplier(s), service provider(s) or contractor(s) to an existing quick quote, e.g. they may have advised that they do not intend responding to the Quick Quote invitation, this is permissible. However, any decision to extend the deadline must be taken with consideration to other suppliers, service providers or contractors.  |
| **12.19** | Suppliers not registered on Public Contracts Scotland cannot be invited to quote. If it is known that an individual or organisation is not registered and the service would like them to be invited to submit a quotation, the service may make contact and provide them with the Public Contracts Scotland website registration link or PCS contact details. |
| **12.20** | Registered suppliers, service providers or contractors complete the required details and submit their quotation using the secure electronic post box. Public Contracts Scotland allows for a fully electronic audit trail to be maintained. |
| **12.21** | It is not permissible to accept Quick Quote responses out with the web portal. In the event that there is a problem uploading documents, the supplier, service provider or contractor is required to contact the Public Contracts Scotland system provider to ensure resolution.  |
| **12.22** | All questions of clarification and enquiries must be answered through the Quick Quote System. |
| **12.23** | It is not permissible to revise or amend a specification once quotations are received.  |
| **12.24** | Terms and Conditions of contract must be included in all Quick Quotes published. The Council has [Standard Terms and Conditions](https://intranet.westlothian.gov.uk/article/72595/Procurement-Rules-and-Regulations) which are suitable for most requirements. However, if you are unsure of whether they apply or what other Terms and Conditions to use, please contact CPU or Legal Services. |
| **12.25** | To ensure fairness and transparency, it is important that any evaluation criteria is notified to suppliers in advance of their bids. This will allow suppliers to tailor their responses appropriately. |
| **12.26** | To provide for a competitive process, it is important to invite a range of suppliers that can meet the requirement to submit quotations. For similar repeat Quick Quotes, it is not generally permissible to rely continually on the same suppliers, service providers or contractors, without providing documentary evidence that no others exist. It is envisaged that the council’s Audit and Risk unit will perform routine checks to ensure compliance. |
| **12.27** | Once the quotation deadline has lapsed, the responses require to be downloaded from Public Contracts Scotland. To determine the bid which represents Best Value for the council, an evaluation of bids measured against the published award criteria (where applicable) will commence and a decision will be made by the service area. |
| **12.28** | Where no award criteria are published, the contract must be awarded to the lowest cost bidder. However, if it is deemed that the lowest cost quotation does not represent Best Value for the council, written evidence of the decision not to award the Quick Quote to the lowest bidder must be recorded on file for audit purposes.  |
| **12.29** | The service will select the winning bidder on Public Contracts Scotland to allow automatic email award/regret alerts to be issued. Please note however that this does not contractually commit the council: a contract occurs when a Purchase Order is transmitted to the supplier. |
| **12.30** | The service is responsible for entering Quick Quote award information in Public Contracts Scotland. This information is required by the Scottish Government and forms part of the Quick Quote award process.  |
| **12.31** | Immediately following the award of a Quick Quote to a supplier, the service must notify the Corporate Procurement Unit by completing stage 2 of the CC Reference request Template and emailing it to cpu@westlothian.gov.uk. This allows the CCMS to be updated.  |
| **12.32** | In the event that a contract award notice has not yet been published by the service, the Corporate Procurement Unit will issue a reminder and the service is expected to publish a contract award notice in PCS as a matter of urgency. Routine checks are made to ensure compliance and reports on outstanding items go to the Procurement Board. |
| **12.33** | Where a supplier requests feedback, it is permissible to identify the winning bidder, the number of bids received and a broad overview of the merit of the winning bidder e.g. lower price submitted. However, to protect commercial confidentiality of all bidders, it is not permissible to give any specific details of pricing or specification. The Corporate Procurement Unit can be contacted for advice.  |
| **12.34** | If a Quick Quote closes with no responses, if time allows, a second Quick Quote should be carried out. This may involve inviting different suppliers, service providers or contractors, or could involve the original bidders after contact is made to ascertain reasons for not bidding in the first instance. Please contact CPU if no bids are received. CPU will then assess your Quick Quote to ascertain that it was a robust process and will provide guidance on the next steps. |
| **12.35** | The Quick Quote step by step guidance attached at Appendix 2 is also available in the Procurement Toolkit and should be read in conjunction with these procedures. A high level outline of the steps is noted below:

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| **Step** | **Description** | **Lead** |
| 1 | Identify the need for a contract with an external/3rd party supplier | Service Area |
| 2 | Read the Quick Quote Step by Step guidance.[Quick Quote Step by Step Guide [612.4KB]](https://intranet.westlothian.gov.uk/media/39624/Quick-Quote-Step-by-Step-Guide/pdf/Quick_Quote_Step_by_Step_Guide_V71.pdf?m=637838029326600000) | Service Area |
| 3 | Complete all of the Procurement e-learning modules. | Service Area |
| 4 | Apply for a CC Reference Request, sending the completed template to CPU@westlothian.gov.uk[Corporate Contract Reference Number Template [21.39KB]](https://intranet.westlothian.gov.uk/media/10672/Corporate-Contract-Reference-Number-Template/excel/Corporate_Contract_Reference_Number_form_6_27.xlsx?m=637304993748530000) | Service Area |
| 5 | Review of CC Reference Request, including a review of existing contracts and frameworks | CPU |
| 6 | Approve/Reject CC Reference Request. A CC reference number will be sent to the service area if CPU approves the request. If the request is rejected, CPU will advise the service area on the required next steps. | CPU |
| 7 | Requirement added to CCMS | CPU |
| 8 | Progress with the recommendations from the CC Reference Request Process. Please note: there may be a recommendation to follow a different approach. | Service Area |
| 9 | Quick Quote published in PCS. Quick Quotes should be advertised for a minimum of 5 working days in PCS. | Service Area |
| 10 | Evaluate bids, received in PCS, from suppliers. | Service Area |
| 11 | Award contract to successful supplier | Service Area |
| 12 | Contract Management | Service Area |

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| **12.36** | A suite of good practice and mandatory documents are available for use, when completing Quick Quotes, in the Procurement Toolkit as follows:

|  |  |
| --- | --- |
| **Document** | **Status** |
| Procurement Fraud Checklist | Mandatory |
| Quick Quote Contract Strategy | Good Practice |
| Invitation to Quote | Good Practice |
| Terms and Conditions of Contract | Mandatory |
| Quick Quote Specification/Brief | Good Practice |
| Quick Quote Declaration Forms | Mandatory |
| Quick Quote Contract Award Letter | Good Practice |
| Quick Quote Contract Regret Letter | Good Practice |
| Quick Quote evaluation matrix | Good Practice |

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| **12.37** | Once contracts are awarded Service areas manage contracts in line with the [Contract and Supplier Management Framework](https://westlothian.gov.uk/article/74083/Contract-and-Supplier-Management). |

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| **13** | **PROCUREMENT PROCESS FOR SPEND ON WORKS BETWEEN £5,000 and £249,999** |
| **13.1** | If you require to buy Works with an estimated aggregated value of between £5,000 and £249,999, that are not currently available via an existing contract, this must be subject to competition in the form of a Quick Quote. |
| **13.2** | The Quick Quotes process is an online facility hosted on the Public Contracts Scotland Website, designed to allow Contracting Authorities, such as West Lothian Council, to obtain competitive quotes electronically for low risk/low value procurement exercises. |
| **13.3** | If your requirement is high risk, or the estimated aggregated contract value is close to the £249,999 upper threshold, it is recommended that you use the £50,000 and above process. Please note that, should quotes received by suppliers exceed the Quick Quotes threshold it may be necessary to re-tender the requirement using the appropriate tender procedure. Where you receive bids that are over £249,999, you must consult with CPU before awarding a contract. |
| **13.4** | Quick Quote is an informal process, led directly by service areas, which is designed to be a quick and brief process to invite competitive bids from suppliers, to meet your requirements. |
| **13.5** | It may be possible to source your requirements through a contract or framework that is already available for use.  |
| **13.6** | If a supplier is on Pecos, this **does not** mean that the supplier is contracted to deliver your requirement. A check of the current[live contract register](https://contractinfo.westlothian.gov.uk/) must be conducted to confirm whether your requirement can be met through an existing live contract or Framework before progressing. If you are unsure of whether or not your requirement could be met from a live contract, please contact the Corporate Procurement Unit mailbox at CPU@westlothian.gov.uk. |
| **13.7** | If you have found an existing suitable Contract or Framework that could meet your requirements, although you are still required to submit a CC reference request, you are not required to follow the Quick Quote or Formal Tender process. However, under the terms of the Contract or Framework, you may be required to conduct a further competition in the form of a Mini Competition or Direct Award. Please contact the Corporate Procurement Unit for further information and advice on how to progress. |
| **13.8** | All Quick Quotes for West Lothian Council must be published and managed through Public Contracts Scotland (PCS), the Scottish Governments national portal for advertising public sector contracts. Quick Quotes should be advertised for a minimum of 5 working days in PCS. |
| **13.9** | Before carrying out a Quick Quote those in service areas, conducting Quick Quotes, must have undertaken all of the e-learning modules for Procurement. Once the online training is complete, access will be given to PCS. |
| **13.10** | It is expected that those with PCS access will complete the e-learning modules on an annual basis. Should any published Quick Quote fall short of the procedures, individual access to PCS will be removed until all of the e-learning modules have been repeated. Continual failure to follow the Quick Quotes requirements will be escalated. |
| **13.11** | A minimum of 3 suppliers must be invited to quote for a Quick Quote. At least one supplier, where the contract allows, should be a local supplier. |
| **13.12** | Terms and Conditions of contract must be included in all Quick Quotes published. The Council has [Standard Terms and Conditions](https://intranet.westlothian.gov.uk/article/72595/Procurement-Rules-and-Regulations) which are suitable for most requirements. However, if you are unsure of whether they apply or what other Terms and Conditions to use, please contact CPU or Legal Services. |
| **13.13** | Where there is a sole supplier, a Responsible Officer for Procurement (Head of Corporate Services) Business Case Exemption approval is required. |
| **13.14** | The Quick Quote Guidance is attached at Appendix 2. |
| **13.15** | Prior to commencing you Quick Quote, you must seek authorisation to proceed with the Quick Quote by completing the [Corporate Contract (CC) Reference Number Template](https://intranet.westlothian.gov.uk/media/10672/Corporate-Contract-Reference-Number-Template/excel/Corporate_Contract_Reference_Request_Form.xlsx?m=637931279862230000) that is situated on [CPU’s intranet Page](https://intranet.westlothian.gov.uk/article/72509/Corporate-Procurement-Unit). The request to procure should be sent directly to the CPU mailbox, CPU@westlothian.gov.uk for review and approval. Once your request has been approved, you will then be able to begin the Quick Quote process.  |
| **13.16** | Please note that, if you identify further requirements after your CC reference request has been approved, that changes the value and/or the specification, these cannot be added to your Quick Quote. A new CC Reference Request form requires to be completed to either replace the initial request or create a new additional request. |
| **13.17** | Quick Quote step by step guidance is available in the Procurement Toolkit and should be read in conjunction with these procedures. A high level outline of the steps to follow for a Quick Quote is noted below:

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| **Step** | **Description** | **Lead** |
| 1 | Identify the need for a contract with an external/3rd party supplier | Service Area |
| 2 | Read the Quick Quote Step by Step guidance.[Quick Quote Step by Step Guide [612.4KB]](https://intranet.westlothian.gov.uk/media/39624/Quick-Quote-Step-by-Step-Guide/pdf/Quick_Quote_Step_by_Step_Guide_V71.pdf?m=637838029326600000) | Service Area |
| 3 | Complete all of the Procurement e-learning modules. | Service Area |
| 4 | Apply for a CC Reference Request, sending the completed template to CPU@westlothian.gov.uk[Corporate Contract Reference Number Template [21.39KB]](https://intranet.westlothian.gov.uk/media/10672/Corporate-Contract-Reference-Number-Template/excel/Corporate_Contract_Reference_Number_form_6_27.xlsx?m=637304993748530000) | Service Area |
| 5 | Review CC Reference Request | CPU |
| 6 | Approve/Reject CC Reference Request. A CC reference number will be sent to the service area if CPU approves the request. If the request is rejected, CPU will advise the service area on the required next steps. | CPU |
| 7 | Requirement added to workplan | CPU |
| 8 | Progress with the recommendations from the CC Reference Request Process. Please note: there may be a recommendation to follow a different approach. | Service Area |
| 9 | Quick Quote published in PCS. Quick Quotes should be advertised for a minimum of 5 working days in PCS. | Service Area |
| 10 | Evaluate bids, received in PCS, from suppliers. | Service Area |
| 11 | Award contract to successful supplier | Service Area |
| 12 | Contract Management | Service Area |

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| **13.18** | A suite of good practice and mandatory documents are available for use, when completing Quick Quotes, in the Procurement Toolkit as follows:

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| --- | --- |
| **Document** | **Status** |
| Procurement Fraud Checklist | Mandatory |
| Quick Quote Contract Strategy | Good Practice |
| Invitation to Quote | Good Practice |
| Terms and Conditions of Contract | Mandatory |
| Quick Quote Specification/Brief | Good Practice |
| Quick Quote Declaration Forms | Mandatory |
| Quick Quote Contract Award Letter | Good Practice |
| Quick Quote Contract Regret Letter | Good Practice |
| Quick Quote evaluation matrix | Good Practice |

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| **13.19** | Once contracts are awarded, service areas manage contracts in line with the [Contract and Supplier Management Framework](https://westlothian.gov.uk/article/74083/Contract-and-Supplier-Management). |

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| **14** | **PROCUREMENT PROCESS FOR SPEND ON SUPPLIES AND SERVICES OF £50,000 AND ABOVE** |
| **14.1** | If you require to buy supplies or services (including Health and Social Care) with an estimated aggregated value of £50,000 or more, where the requirement is not currently available via an existing contract, this must be subject to a formal tender process.  |
| **14.2** | Formal tenders must comply with all applicable public procurement legislation. All formal tender activity is conducted by the Corporate Procurement Unit. |
| **14.3** | It may be possible to source your requirements through a contract or framework that is already available for use.  |
| **14.4** | If a supplier is on Pecos, this **does not** mean that the supplier is contracted to deliver your requirement. A check of the current[live contract register](https://contractinfo.westlothian.gov.uk/) must be conducted to confirm whether your requirement can be met through an existing live contract or Framework before progressing. If you are unsure of whether or not your requirement could be met from a live contract, please contact the Corporate Procurement Unit mailbox at CPU@westlothian.gov.uk. |
| **14.5** | If you have found an existing suitable Contract or Framework that could meet your requirements, although you are still required to submit a CC reference request, a Formal Tender process may not be required. However, under the terms of the Contract or Framework, you may be required to conduct a further competition in the form of a Mini Competition or Direct Award. Please contact the Corporate Procurement Unit for further information and advice on how to progress. |
| **14.6** | Resource for formal tender activity is allocated and managed through the Procurement Work Plan. The work plan forecasts procurement requirements over a period of 5 years. It is recommended that service areas add their procurement requirements to the work plan as soon as they are known. Late notification of items, which require to be tendered urgently, will be considered subject to the availability of resource within CPU and along with other priorities. |
| **14.7** | To add procurement requirements to the workplan service areas should complete a corporate contract reference request and send this, along with any supporting information to the CPU@westlothian.gov.uk for review and approval. |
| **14.8** | Once the CC reference request has been approved, you will receive a unique CC number which will be associated to your project. If you are unsure whether or not your project is on the Procurement Work Plan, please contact CPU@westlothian.gov.uk, or your relevant Procurement Business Partner. |
| **14.9** | Once the requirement is added to the work plan it will be assigned to a member of the CPU team who will contact you on the date, noted in the work plan, that the tender is due to begin. |
| **14.10** | CPU must appraise the procurement in such a manner as to ensure that all legislative and commercial requirements are considered. To comply with public procurement legislation, these considerations must be documented. A contract strategy will be developed by CPU, with input from service areas, prior to commencing any procurement exercise. The contract strategy will ensure that the appropriate delegated authority is in place prior to publishing a tender and ensures that all required legislative and commercial questions are considered and documented. The contract strategy is attached at appendix 3. |
| **14.11** | Although, tender documentation may be developed in the background, while the contract strategy is being developed, the tender may only be published once the contract strategy has been signed off and any requirements flagged for inclusion in the tender are incorporated in the final tender documentation. |
| **14.12** | When developing a contract strategy for supplies and services (including health and social care contracts), although CPU should consider the Procurement Journey [Procurement Journey](https://www.procurementjourney.scot/) and the [Scottish Government Health and Social Care guidance](https://www.gov.scot/publications/procurement-care-support-services-best-practice-guidance/), these must be considered alongside the Councils Standing Orders and these Procurement Procedures.  |
| **14.13** | For Health and Social Care procurement requirements, CPU must consider whether the Light Touch Regime and supporting Social Care Guidance can be applied to the requirement. Where the Light Touch Regime applies, it provides some flexibility within the public procurement legislation, for Health and Social Care contracts which are above the International Threshold. For procurement requirements between £50,000 and the International threshold the council may, in certain circumstances, choose not to seek tenders. Further information, on how these apply can be found in the [Scottish Government Health and Social Care guidance](https://www.gov.scot/publications/procurement-care-support-services-best-practice-guidance/) and in [the Procurement Journey](https://www.procurementjourney.scot/additional-resources/light-touch-regime). |
| **14.14** | Formal tenders have a selection and award stage. The selection stage must use the Scottish Governments Single Procurement Document (SPD) to select suppliers. The award stage must use the tender templates developed for use by the Council, which are located in objective then uploaded to PCS-Tender. |
| **14.15** | Brief Summary of the steps for a formal tender process:

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| **Step** | **Description** | **Lead** |
| 1 | Identify the need for a contract with an external/3rd party supplier | Service Area |
| 2 | Consider whether the requirement is already available from an existing contract or framework | Service area |
| 3 | Complete all of the Procurement e-learning modules. | Service Area |
| 4 | Apply for a CC Reference Request, sending the completed template to CPU@westlothian.gov.uk[Corporate Contract Reference Number Template [21.39KB]](https://intranet.westlothian.gov.uk/media/10672/Corporate-Contract-Reference-Number-Template/excel/Corporate_Contract_Reference_Number_form_6_27.xlsx?m=637304993748530000) | Service Area |
| 5 | Review CC Reference Request | CPU |
| 6 | Approve/Reject CC Reference Request. A CC reference number will be sent to the service area if CPU approves the request. If the request is rejected, CPU will advise the service area on the required next steps. | CPU |
| 7 | Requirement added to the workplan | CPU |
| 8 | Contract Strategy development | CPU LeadService area support |
| 9 | Develop tender documents | CPU LeadService Area Support |
| 10 | Tender published on PCS-Tender | CPU |
| 11 | Tender Evaluation – Quality Envelope | CPU LeadService Area Support |
| 12 | Tender Evaluation – Technical Envelope | CPU LeadService Area Support |
| 13 | Tender Evaluation – Commercial Envelope | CPU |
| 14 | Consensus Scoring | CPU LeadService area Support |
| 15 | Tender Completion Report | CPU |
| 16 | Contract award and, where applicable, stand still period. | CPU |
| 17 | Contract Management | Service area |

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| **14.16** | Once contracts are awarded, service areas manage contracts in line with the [Contract and Supplier Management Framework](https://westlothian.gov.uk/article/74083/Contract-and-Supplier-Management) |

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| **15** | **PROCUREMENT PROCESS FOR SPEND ON WORKS OF £250,000 AND ABOVE** |
| **15.1** | If you require to buy Works with an estimated aggregated value of £250,000 or more, where the requirement is not currently available via an existing contract, this must be subject to a formal tender process.  |
| **15.2** | Formal tenders must comply with all public procurement legislation. All formal tender activity is conducted by the Corporate Procurement Unit. |
| **15.3** | It may be possible to source your requirements through a contract or framework that is already available for use.  |
| **15.4** | If a supplier is on Pecos, this **does not** mean that the supplier is contracted to deliver your requirement. A check of the current[live contract register](https://contractinfo.westlothian.gov.uk/) must be conducted to confirm whether your requirement can be met through an existing live contract or Framework before progressing. If you are unsure of whether or not your requirement could be met from a live contract, please contact the Corporate Procurement Mailbox. |
| **15.5** | If you have found an existing suitable Contract or Framework that could meet your requirements, although you are still required to submit a CC reference request, a Formal Tender process may not be required. However, under the terms of the Contract or Framework, you may be required to conduct a further competition in the form of a Mini Competition or Direct Award. Please contact the Corporate Procurement Unit for further information and advice on how to progress. |
| **15.6** | Resource for formal tender activity is allocated and managed through the Procurement Work Plan. The work plan forecasts procurement requirements over a period of 5 years. It is recommended that service areas add their procurement requirements to the work plan as soon as they are known. Late notification of items, which require to be tendered urgently, will be considered subject to the availability of resource within CPU and along with other priorities. |
| **15.7** | To add procurement requirements to the workplan service areas should complete a corporate contract reference request and send this, along with any supporting information to the CPU@westlothian.gov.uk for review and approval. |
| **15.8** | Once the CC reference request has been approved, you will receive a unique CC number which will be associated to your project. If you are unsure whether or not your project is on the Procurement Work Plan, please contact CPU@westlothian.gov.uk or your relevant Procurement Business Partner. |
| **15.9** | Once the requirement is added to the work plan it will be assigned to a member of the CPU team who will contact you on the date, noted in the work plan, that the tender is due to begin. |
| **15.10** | CPU must appraise the procurement in such a manner as to ensure that all legislative and commercial requirements are considered. To comply with public procurement legislation, these considerations must be documented. A contract strategy will be developed by CPU, with input from service areas, prior to commencing the any procurement exercise. The contract strategy will ensure that the appropriate delegated authority is in place prior to publishing a tender and ensures that all required legislative and commercial questions are considered and documented. The contract strategy is attached at appendix 3. |
| **15.11** | Although, tender documentation may be developed in the background, while the contract strategy is being developed, the tender may only be published once the contract strategy has been signed off and any requirements flagged for inclusion in the tender are incorporated in the final tender documentation. |
| **15.12** | When developing a contract strategy for Works, CPU should consider the guidance development by the Scottish Government as published in the Sustainable Construction Procurement guidance and in the Procurement Journey. |
| **15.13** | Formal tenders have a selection and award stage. The selection stage must use the Scottish Governments Single Procurement Document (SPD) to select suppliers. The award stage must use the tender templates developed for use by the Council, which are located in objective and uploaded to PCS-Tender. |
| **15.14** | Brief Summary of the steps for a formal tender process:

|  |  |  |
| --- | --- | --- |
| **Step** | **Description** | **Lead** |
| 1 | Identify the need for a contract with an external/3rd party supplier | Service Area |
| 2 | Consider whether the requirement is already available from an existing contract or framework | Service area |
| 3 | Complete all of the Procurement e-learning modules. | Service Area |
| 4 | Apply for a CC Reference Request, sending the completed template to CPU@westlothian.gov.uk[Corporate Contract Reference Number Template [21.39KB]](https://intranet.westlothian.gov.uk/media/10672/Corporate-Contract-Reference-Number-Template/excel/Corporate_Contract_Reference_Number_form_6_27.xlsx?m=637304993748530000) | Service Area |
| 5 | Review CC Reference Request | CPU |
| 6 | Approve/Reject CC Reference Request. A CC reference number will be sent to the service area if CPU approves the request. If the request is rejected, CPU will advise the service area on the required next steps. | CPU |
| 7 | Requirement added to the workplan | CPU |
| 8 | Contract Strategy development | CPU LeadService area support |
| 9 | Develop tender documents | CPU LeadService Area Support |
| 10 | Tender published on PCS-Tender | CPU |
| 11 | Tender Evaluation – Quality Envelope | CPU LeadService Area Support |
| 12 | Tender Evaluation – Technical Envelope | CPUService Area Support |
| 13 | Tender Evaluation – Commercial Envelope | CPU |
| 14 | Consensus Scoring | CPU LeadService area Support |
| 15 | Tender Completion Report | CPU |
| 16 | Contract award and, where applicable, stand still period. | CPU |
| 17 | Contract Management | Service area |

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| **15.5** | Once contracts are awarded, service areas manage contracts in line with the [Contract and Supplier Management Framework](https://westlothian.gov.uk/article/74083/Contract-and-Supplier-Management). |

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| **16** | **CALLING OFF FROM AN EXISTING CONTRACT OR FRAMEWORK FOR ALL SPEND OVER £5,000** |
| **16.1** | Spend across the public sector in Scotland is categorised as follows:**Category A**This category contains spend that is common to the whole public sector such as Information Technology, Energy, Stationery etc. The Scottish Government purchases all spend within this category on behalf of the public sector in Scotland. The council is required to call off from those frameworks that meet the required specification.**Category B**This category contains spend that is common to specific sectors within the public sector. There are 3 sectors – Local Government, Universities and Colleges, National Health Services (NHS). Each sector has a separate centre for procurement expertise that purchases supplies, services (including Health and Social Care) and Works on behalf of their sector. Scotland Excel is the centre of procurement expertise for the Local Government sector and develop a large number of frameworks in, for example, Education, Health and Social Care, Construction, Housing/Trades etc. An annual membership is paid to Scotland Excel to access their frameworks and the Council is required call off from those frameworks that meet the required specification and best value requirements of the Council. Any best value calculation, to compare Scotland Excel with other external frameworks, that are compliant for use, must consider that we pay a membership fee, alongside the full benefits offered by using Scotland Excel frameworks. For example, compliance with the Sustainable Procurement Duty around community benefit offered, prompt payment consideration, Fair Work First consideration, SOC checks etc. **Category C**Spend which is neither classified as A (National Contracts) or B (Sector Specific Contracts) where tenders are progressed directly by the Council, within the requirements of the Standing Orders and procurement procedures.**Category C1**Local/Regional Contracts for commodities and services which are neither classified as A (National Contracts) or B (Sector Specific Contracts) and which could be collaborative spend/contracts in a region or other grouping to the benefit of purchasing power and optimisation of skilled resources. The Council is encouraged to enter into collaborative contracts and/or make use of Framework Agreements offered by other external organisations. One of the organisations must take the lead on the tender and tendering is conducted under the requirements of the lead organisation. So, if the Council takes the lead, West Lothian Councils standing orders and procurement procedures will apply. Care should be taken to ensure that the Council can compliantly call off from speculative frameworks set up by other organisations and in all cases, where an external organisation takes the lead on a tender, West Lothian Councils governance arrangements must be fully satisfied. Examples of some organisations providing such frameworks can be found in the Frequently Ask Questions document [Frequently Asked Questions document](https://intranet.westlothian.gov.uk/article/74831/Frequently-Asked-Questions) on the CPU intranet or by contacting CPU for advice. |
| **16.2** | Where another organisation takes the lead, service areas must ensure that they still follow the correct tender process based on value. The service area must also ensure that the Council is named in the contract notice and tender documents.  |
| **16.3** | West Lothian Council should only utilise legally permissible frameworks where the council is referred to by name. Where there is uncertainty regarding whether it is permissible to use an existing framework awarded by a Central Purchasing Body, please contact the Corporate Procurement Unit for advice prior to calling off from the framework. |
| **16.4** | When the Council takes the lead on tendering a collaborative contract or Framework Agreement, they must ensure that all other organisations who wish to use the contract are specified in the tender and contract notice. |
| **16.5** | A Framework Agreement is an arrangement between one or more contracting authorities (e.g. a Local Authority) and one or more economic operator (suppliers), which establishes the terms and conditions under which the economic operator may enter into one or more contracts with a contracting authority in a period during which the framework agreement applies. |
| **16.6** | A framework agreement is not a contract and there is no obligation for the contracting authority to buy from it or the supplier to supply through it. However, a framework agreement provides the terms and conditions under which subsequent purchases, known as “call-offs” can be made. It is the “call off” or further “mini-competition” which constitutes the binding legal obligation and forms the basis upon which future contracts will be awarded throughout the term of the framework agreement. |
| **16.7** | Frameworks are an efficient mechanism benefiting from flexibility, reduced transaction costs, time savings, security of supply and a recurring competitive environment. They may be used for purchases where there is a repeat need but exact quantities or timings cannot be precisely determined and “call offs” can be made without repeating many of the stages of a competitive tendering exercise. |
| **16.8** | Frameworks facilitate collaborative procurement and the council is keen to pursue such opportunities as part of the overall development of the contract strategy. However, a Best Value assessment is required and should consider the scope and type of purchases involved and the ability to specify such purchases with sufficient precision from the outset. |
| **16.9** | As the selection process will have included business probity, technical ability and economic and financial standing prior to the award of the framework agreement itself, unless the original tender process for any framework included a call off mechanism to do so, there is no scope to repeat this process at the call-off stage. Where there is further competition at the call-off stage, it should be based on the contract award criteria laid down in the framework agreement. It is not an opportunity for a further selection process and this is not allowed. |
| **16.10** | During the life of a framework agreement it is necessary to monitor the call offs made from the Framework to ensure they do not exceed the estimated aggregated contract value advertised in the original contract notice. For frameworks set up by the Council, the contract manager should monitor this. For external frameworks a request should be made to the framework owner to confirm this prior to calling off from the framework. |
| **16.11** | Public procurement legislation applies the detailed rules for advertising and awarding frameworks. This removes the requirement to undertake this process for call-off contracts made under the framework.  |
| **16.12** | It is important to ensure that the specification of any requirement is within the scope of the existing Framework Agreement or contract and that the terms and conditions, including the method of call off, are satisfactory. |
| **16.13** | For all supplies or services (including Health and Social Care) and works with an estimated aggregated value of £5,000 or more, if you have identified an existing suitable Contract or Framework that meets your specific requirements, you are required to submit a CC reference request identifying the route to be taken. |
| **16.14** | Where approval to use an existing contract or framework is granted, you must follow the terms of the contract and/or framework procedures to establish a contract for your requirement. Under the terms of the Contract or Framework, you may be required to conduct a further competition in the form of a Mini Competition or Direct Award. |
| **16.15** | The Quick Quote functionality in PCS may require to be used for framework mini or further competitions. In such instances, it is essential that the Framework Reference is included within the Quick Quote documentation to notify the suppliers, service providers and contractors that the terms of the framework are to be applied to the Quick Quote.  |
| **16.16** | For spend of £50,000 and above, where an existing contract or framework will be used to establish a contract, a contract strategy must be completed and signed off. |
| **16.17** | A brief outline of the steps to follow are noted below:

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| **Step** | **Description** | **Lead** |
| 1 | Identify the need for a contract with an external/3rd party supplier | Service Area |
| 2 | Identify an existing contract or framework that meets the requirement | Service Area |
| 3 | Complete all of the Procurement e-learning modules. | Service Area |
| 4 | Apply for a CC Reference Request, sending the completed templated to CPU@westlothian.gov.uk[Corporate Contract Reference Number Template [21.39KB]](https://intranet.westlothian.gov.uk/media/10672/Corporate-Contract-Reference-Number-Template/excel/Corporate_Contract_Reference_Number_form_6_27.xlsx?m=637304993748530000) | Service Area |
| 5 | Review of CC Reference Request | CPU |
| 6 | Approve/Reject CC Reference Request. A CC reference number will be sent to the service area if CPU approves the request. If the request is rejected, CPU will advise the service area on the required next steps. | CPU |
| 7 | Activity added to the CPU Procurement Work Plan | CPU |
| 8 | Progress with the recommendations from the CC Reference Request Process. Please note: there may be a recommendation to follow a different approach. | Service Area |
| 9 | Contracts above £50,000 – Contract Strategy | CPU |
| 10 | Run Mini Competition or Direct Award | Service Area |
| 11 | Award contract to successful supplier | Service Area |

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| **17** | **PILOT SCHEMES** |
| **17.1** | Pilot schemes may only be set up with the prior written approval of the Corporate Procurement Manager under delegated authority from the Responsible Officer for Procurement. The business case at Appendix 4 must be prepared and the pilot scheme provider must be identified following a Quick Quote (where the estimated contract value is between £5,000 and £49,999 for supplies and services and between £5,000 and £249,999 for Works) or a competitive tendering exercise for contracts valued at £50,000 and above for supplies and services and £250,000 and above for Works. |

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| **18** | **ONLINE ADVERTISING AND MANAGEMENT OF PROCUREMENT REQUIREMENTS** |
| **18.1** | The Public Contracts (Scotland) Regulations 2015 and The Procurement Reform Act (Scotland) 2014 principles of equal treatment and non-discrimination (on the grounds of nationality) implies an obligation of transparency requiring “a degree of advertising which is sufficient to enable the market to be opened up to competition and the impartiality of the procedures to be reviewed”.  |
| **18.2** | Public Contracts Scotland, funded by the Scottish Government, is the national advertising website where the Scottish public sector are required to post contract notices and subsequent contract awards for public sector contracts. The council is required to advertise all formal tenders on Public Contracts Scotland and use the Quick Quote functionality to seek bids for all Quick Quotes. |
| **18.3** | Procurement requirements advertised in PCS are automatically advertised in the UK Find a Tender portal. Find a Tender Service (FTS) is the home of higher-value, public contract opportunities (tenders) within the UK.  |
| **18.4** | The level of detail contained in the advertisement should be sufficient to enable prospective suppliers to decide whether they are interested and should be proportionate to the value and complexity of the requirement. In most cases the requirement will be satisfied by the provision of a short description of the essential details of the contract to be awarded and of the award procedure, together with an invitation to contact the contracting body in order to obtain additional information. |
| **18.5** | Any flexibility being applied within the Light Touch Regime must be called out in the contract notice advertised in PCS. |
| **18.6** | If further advertising is required, in addition to use of PCS e.g. local press or social media this should be documented in the contract strategy to enable approval. |
| **18.7** | PCS-Tender is the national eTendering system, centrally funded by the Scottish Government, which provides a secure and efficient means for buyers and suppliers to manage tender exercises online. The council manages all formal tenders, using the full functionality of the system to evaluate and award tenders, through Public Contracts Scotland-Tender. |
| **18.8** | Online publication and management of procurement requirements is not required for:* contracts valued at £4,999 and below;
* call offs from existing frameworks or contracts, unless the terms of the contract or framework specify that Quick Quotes should be used to manage mini competitions;
* an approved business case exemption to enable a compliant direct award

 Any decision not to publicise must be documented for audit purposes. |
| **18.9** | To mitigate any challenge from any suppliers it is good practice to keep a record of the analysis undertaken. CPU records are held in the contract files in Objective. Service areas should retain records in a dedicated supplier and/or contract management folder in an area accessible to others, such as in Objective. Where the contract is not subject to the Regulations yet being publicised voluntarily, it is vital that this is made clear in the contract notice.  |
| **18.10** | Access to PCS can be requested directly through the PCS portal. The councils system controller will receive the request and provide relevant access once evidence of completion of the procurement e-learning modules has been obtained. |

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| **19** | **MARKET RESEARCH AND DATA ANALYSIS** |
| **19.1** | Market research enables a detailed understanding of key trends, major players, and overall market dynamics that could influence the commodity and supply. Market research will be conducted by CPU during the development of the contract strategy, with input from the service area. |
| **19.2** | Early market engagement can be critical to the development of the contract strategy and it is vital to understand the key issues before starting. However, it must be undertaken with care, in a transparent way, to ensure equal treatment and fairness to potential suppliers and not put the council or tender process at risk. |
| **19.3** | Market information can be obtained from a variety of sources including, but not limited to:* Knowledge of service area representative with experience of a particular market;
* Previous procurement exercises;
* Other public sector procurement organisations e.g. Scotland Excel, Scottish Government;
* Scotland Excel BI Reporting system;
* Scottish Procurement Information Hub (Spikes Cavell Observatory);
* Other Public Sector purchasing authorities, including other Local Authorities;
* Responses to a Prior Information Notice
* Trade directories, magazines, etc.
* Exhibitions
* Internet
* Supplier catalogues
* Independent subscription service purchased by the council (currently IBISWorld).
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| **20** | **USER INTELLIGENCE GROUPS (UIG)** |
| **20.1** | A UIG, led by procurement, is generally used as the term when a group of people are formed of individuals who have the technical expertise to support with development of a tender and subsequent evaluation of the bids that are received from suppliers. The subject matter of the tender, and any potential contract risk or other issues, will help to determine who the UIG representatives should be. In addition to the Service area lead and any other service representation, there may be a requirement, for example, for Legal Services, Health and Safety, Finance and Insurance Services to be invited to join the UIG.  |
| **20.2** | There are 2 types of UIGs. National UIGs are led by Scottish Government or Scotland Excel to develop national framework agreements. Representation on these groups helps to influence the specification to enable the framework agreements to be of use to the council over their lifespan. Local UIGs are those that are set up for each formal tender and CPU will establish who the UIG members are during development of the contract strategy.  |
| **20.3** | The UIG members must be prepared to be actively involved through the duration of any tender process.  |

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| **21** | **TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS (TUPE)** |
| **21.1** | The Transfer of Undertakings (Protection of Employment) Regulations 2006 governs the transfer of all or part of a business / service from one organisation to another. The regulations are designed to protect the rights of employees who are affected by the transfer, by ensuring that they are automatically transferred with the business / service and continue to enjoy the same terms and conditions, with continuity of employment after the transfer.  |
| **21.2** | The regulations can apply equally where the transfer is from the council to an external provider, from an external provider to the council or from one external provider to another.  |
| **21.3** | Although, the regulations will mainly apply when existing contracts are re-tendered, it is important to ensure that terms and conditions have clauses in place for all first and second generation TUPE requirements to anticipate TUPE in new and future contracts, particularly where services are being purchased. For further information on TUPE please contact CPU. |

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| **22** | **SUSTAINABLE PROCUREMENT DUTY** |
| **22.1** | The Scottish Parliament passed the Procurement Reform (Scotland) Act 2014 which introduced a Sustainable Procurement Duty to all public sector organisations, including the Council. The Act was introduced to Scottish legislation through The Procurement (Scotland) Regulations 2016, which came into effect on 18th April 2016. |
| **22.2** | The Sustainable Procurement Duty requires the public sector to use the “power of procurement” to improve the:* Social;
* Environmental; and
* Economic wellbeing

of the area(s) in which we operate with a particular focus on reducing inequality. |
| **22.3** | The table below provides a brief summary of the required considerations:

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| **Economic Factors*** Availability of suitable high quality jobs
* Measures to encourage local small businesses
* Addressing Fair Work Practices, including payment of the real living wage
* Efficient and effective transport links
* Lifelong learning
* Training and skills development
* The provision of infrastructure, new information and communication technologies
* Prompt payment in the supply chain
 | **Social Factors*** The promotion of good quality and affordable housing
* Safe communities
* The encouragement of the voluntary sector
* Looking after the needs of children and young people
* Looking after the most vulnerable
* Community Benefits
 |
| **Health Factors*** Promotion of good physical, social and mental health
* Developing and promoting policies that have a positive impact on health outcome
 | **Environmental Factors*** Emissions
* Availability of clean air, clean water and clean streets
* The quality of the build environment
* The removal of objects considered hazardous to health
* The removal of objects considered hazardous to health
* Removal of disfiguring or offensive graffiti
* Protecting communities against the threat of climate change
* Freedom from high risk flooding
* Improving and promoting biodiversity and accessibility to nature
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| **22.4** | There is a requirement to consider Social, Environmental and Economic benefits in every procurement exercise, regardless of its value or scope. Therefore, these must be a key part of the consideration in pre-tender project development and in developing the specification for procurement requirements. These will be considered during the development of the contract strategy. |
| **22.5** | Where these are identified, they must be included in the procurement documents and form part of the conditions of contract, with a plan in place to manage these through the life of the contract. |
| **22.6** | For all formal tenders, the contract strategy supports compliance with the legislation by documenting the requirements of the key factors such as Community Benefits, Fair Work Practice, prompt payment and Climate Change (emissions). |
| **22.7** | To support the development of the contract strategy, more detailed procedures are attached at Appendix 5 for Fair Work Practice and Appendix 6 Community Benefit. |
| **22.8** | For Climate Change (emissions) the Scottish Government has developed a sustainability test and this must also be completed for each formal tender. For commodity areas that may have multiple similar sustainability test requirements, approval must be sought for a combined sustainability test using the document at appendix 7. |

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| **23** | **TENDERING PROCESSES** |
| **23.1** | **Choosing the Correct Tender Procedure**There are a number of possible tender procedures which are permitted for formal tendering through Public Contracts Scotland. The tender procedure options are dependent upon the complexity of need and the number of potential suppliers available within the market. The procedures most commonly used by the council are the Open and Restricted Procedures. There are other options such as the Negotiated Procedure, Innovative Partnership, Competitive Dialogue Procedure etc. |
| **23.2** | **Open Procedure**The contract opportunity must be advertised. All suppliers or contractors who respond to the public advertisement must be invited to tender (ITT). Formal tenders are uploaded to Public Contracts Scotland – Tender (PCS-T) and suppliers are asked to register on this system where they will be able to access the tenders automatically. The Open Procedure is now viewed by the Scottish Government as an option which encourages businesses to tender, as they can view the requirements and make an informed decision as to whether or not to progress with their tender. The Open Procedure is potentially less onerous in time and resources, however its use is not recommended when the number of potential suppliers within the market is extensive. Although, the selection stage of an open tender will identify non-compliant bids that won’t be progressed to award stage, short listing is not allowed in an open procedure so all compliant bids must be fully evaluated. |
| **23.3** | **Restricted Procedure**The contract opportunity must be advertised stating that the Restricted Procedure method of supplier selection is being used. The Single Procurement Document (SPD) will be compiled and issued in response to each expression of interest from a prospective bidder. SPDs have a standard format, with the contract notice being tailored to meet the requirements of each individual contract. The SPD responses from suppliers are ranked using predefined and pre-published criteria and a short list of qualified suppliers is invited to tender. The Restricted Procedure is recommended where there are an extensive number of suppliers within the market, or where there are complex technical or quality issues to be considered.  |
| **23.4** | **Competitive Dialogue Procedure**This is a procedure which is particularly useful in situations where contracts are complex and both parties are seeking to develop one or more alternatives, which are capable of fulfilling requirements. Award of the contract can only be made on the tender that is the most economically advantageous. Again, negotiation is not allowed. Advice should be sought from the CPU before deciding upon the use of this procedure. |

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| **23.5** | **Negotiated Procedure**There are two types of Negotiated Procedure, one without a prior advertisement and, more commonly, one with a prior advertisement. Tenders without prior advertisement are only relevant where the available supply base is limited by technology, artistic or exclusive rights bases. Where prior advertisement occurs, the option exists to pre-qualify suppliers prior to ITT or to invite all who express an interest to tender. Negotiation then takes place with the suppliers. This procedure should only be used in exceptional circumstances, for example, where a price cannot be readily formed. Again, advice should be sought from CPU before deciding upon the use of this procedure. |

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| **24** | **DEVELOPING A FRAMEWORK** |
| **24.1** | A contracting authority may conclude a framework agreement for its own use (single-user framework) or for use by a number of contracting authorities (multi-user framework).  |
| **24.2** | A contracting authority may also conclude a framework agreement with one supplier (single-supplier framework) or a number of suppliers (multi-supplier framework). Where the contracting authority concludes a framework agreement with more than one economic operator, the minimum number of economic operators must be 3, insofar as there are a sufficient number of economic operators to satisfy the selection criteria, or admissible tenders which meet the award criteria. |
| **24.3** | **Lotting**Wherever possible, procurement requirements will be divided into “lots” to encourage competition, secure supply or maintain a consistent provision of service across different geographic areas. Framework agreements may be concluded either with one supplier or a number of suppliers per lot. |
| **24.4** | **Awarding contracts under a single-supplier framework**Where a framework agreement is concluded with just one supplier, call-off contracts must be awarded within the limits of the terms laid down in the framework agreement. A contract award notice shall be published for all contracts, with a regulated value, awarded from a framework.  |
| **24.5** | **Awarding contracts under a multi-supplier framework**Where a framework for the same goods, services or works is awarded to several suppliers, there are two possible options for awarding call-off contracts: Direct Award or Mini Competition. A contract award notice shall be published for all contracts, with a regulated value, awarded from a framework. |
| **24.6** | **Direct Award**The Regulations permit a contracting authority to award a contract “by application of the terms laid down in the framework agreement without re-opening competition”. This is possible where the terms laid down in a framework agreement are sufficiently precise to determine which economic operator is to be awarded a particular call-off contract. Notwithstanding best value considerations, in such situations, there is no need to hold a mini competition. To comply with the public procurement legislation obligation of transparency, contracting authorities should state the following in the framework agreement:* the objective circumstances in which it is permissible to make a direct award without further competition
* (how a contracting authority will select the supplier, service provider or contractor to whom an award is made (e.g. ranking on the basis of the award criteria used when the framework agreement was concluded, or by a system of rotation)
* how a contracting authority will select a subsequent supplier where the first supplier is unable to meet the requirement. The order of preference should be clear from the framework agreement.
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| **24.7** | Although the Public Contracts (Scotland) Regulations 2015 do not state whether the award criteria can be amended for a particular call off under a framework, Scottish Government guidance advises that it may be permissible to vary the weightings where a Direct Award is made and that the weightings may be varied to reflect the particular requirement provided the criteria relate to those set out in the framework agreement. Guidance must be sought from CPU before embarking on this approach.  |
| **24.8** | **Mini or Further competition**Where the terms laid down in the framework agreement are not precise or complete enough to determine which economic operator is to be awarded a particular call-off contract, a further or mini competition should be held. |
| **24.9** | The Public Contracts (Scotland) Regulations 2015 do not provide for re-negotiation of prices or substantial modifications to specifications used in setting up the framework. However, it is possible to supplement or refine the basic terms to reflect particular circumstances for the individual call-off. For example: * particular goods/services/works required
* specific delivery timescales
* specific invoicing arrangements and payment profiles.
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| **24.10** | The mini competition must be held in accordance with any rules in the framework agreement and the mini competition rules in the Public Contracts (Scotland) Regulations 2015. A contracting authority should consult in writing (invite to tender) all the suppliers under the framework that are objectively capable of meeting the particular need.This does not necessarily mean that every supplier on the framework must be included, as a framework agreement may cover a number of different goods, services or works and there is no obligation to consult with those that did not agree, when bidding for appointment to the framework, to provide the particular items that are the subject of the call-off. Lotting arrangements can be extremely beneficial in assisting minimising the number of suppliers, service providers or contractors to be contacted. |
| **24.11** | The framework agreement should establish which suppliers are able to meet which requirements. Due care is required to ensure that any particular supplier is not wrongly excluded from a mini competition. |
| **24.12** | The call off must be placed with the tenderer who has submitted the best tender in accordance with the award criteria as set out in the framework agreement. Subject to the framework rules, it is not permissible to change award criteria or introduce new award criteria, although it may be possible to change weightings. The contract notice and contract award notice should be referred to. A contract award notice shall be published for all contracts awarded from a framework. |
| **24.13** | The time allowed should take account of the complexity of the call-off contract and the time needed for the suppliers to submit their bids.  |

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| **24.14** | **Framework Call-Off Standstill Period**Where the Framework Agreement value is above the International threshold, a mandatory standstill period applies to the award of the Framework Agreement. Whilst, there is no requirement to apply a standstill period to framework “call offs”, to remove the possibility of the remedy of ineffectiveness, the Public Contracts (Scotland) Regulations 2015 provide for a contracting authority to hold a voluntary standstill period for an above threshold call-off following a mini competition. The courts have power to declare an above threshold call-off contract ineffective, where there has been a breach of the framework mini-competition rules. |

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| **25** | **LIMITATIONS OF FRAMEWORKS** |
| **25.1** | Frameworks are highly regulated procurement routes and as there is a plethora of case law judgements from UK domestic and international courts. Frameworks must be used with extreme caution. |
| **25.2** | **Length of Framework** It is not permissible for frameworks to have a lifetime of greater than four years unless there are exceptional circumstances, such as through the Light Touch Regime flexibility. The duration and any justification for a longer period must be stated within the contract notice and there must be a specific and justifiable reason recorded for the commitment to a longer period. Notwithstanding the four year rule, the rules for extending a framework are the same as for any contract. Since there is a great deal of resource and time invested in developing frameworks it is recommended that they are put in place with the maximum timescales in mind. Where applicable, a dynamic purchasing system (DPS) arrangement may be an alternative for longer term arrangements.  |
| **25.3** | **Number of Suppliers on Framework** Where a framework, and/or lot within a framework, is let with more than one supplier, in so far as there is a sufficient number of bidders, there should be at least three suppliers. If fewer than 3 bid then it may be possible to appoint 2 suppliers. There is no maximum number which can be awarded to a framework. |
| **25.4** | **Adding Suppliers to a Framework**Unless the flexibility of the Light Touch Regime applies, and the required flexibility has been defined in the contract notice, once a framework has been awarded it is not permissible to add any further suppliers, service providers or contractors to the framework during the framework period. A Dynamic Purchasing System (DPS) may be more suited to requirements, where there is a desire to add suppliers over a period of time. |
| **25.5** | **No Guaranteed Commitment**Whilst frameworks offer contracting authorities flexibility, there is no guaranteed commitment to or from suppliers, service providers and contractors. It is therefore reasonable to assume that the most competitive pricing may not be submitted from suppliers, service providers and contractors. A balanced judgement needs to be undertaken to ascertain if a framework is the Best Value option. |
| **25.6** | **Can the Prices on a Framework be Revised?**Providing that information has been provided for in the framework agreement, it is possible that prices on the framework can be subject to a price adjustment e.g. indexation mechanism. It is also possible to vary the prices on the framework through a mini competition.  |

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| **25.7** | **The Danger of a Framework Within a Framework**Where a multi-supplier framework exists, when a contracting authority runs a competition either on its own behalf or on behalf of other contracting authorities (when acting as a Central Purchasing Body), the resulting award must be a call-off contract or contracts that do not result in the creation of a subordinate multi-supplier framework agreement.  |

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| **26** | **PRIOR INFORMATION NOTICE** |
| **26.1** | The council will issue any required Prior Information Notice (PIN), on behalf of service areas, to allow suppliers to prepare to bid for the contract before the formal procurement process commences.  |
| **26.2** | The Corporate Procurement Unit can publish a PIN as soon as requirements are known.  |
| **26.3** | Use of a PIN may stimulate market interest in advance of the commencement of the procurement process and allow potential bidders to prepare themselves to bid in time for the contracts announced.  |
| **26.4** | A PIN can also help the council to identify the potential level of market interest and this may influence the procurement contract strategy. Such information will be recorded within the supply market status within the procurement contract strategy. |
| **26.5** | The issue of a PIN reduces the minimum timescales for the return of tenders. Although in order to reduce the timescales, the PIN must be issued at least 52 days ahead of the Invitation to Tender. A PIN is valid for a period of 12 months from the date of issue, except for Health and Social Care contracts where the period can cover more than 12 months. A PIN can also be used as a contract notice, where relevant. |
| **26.6** | A PIN does not create any commitment from the council to proceed with a tendering exercise. |

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| **27** | **SINGLE PROCUREMENT DOCUMENT (SPD)** |
| **27.1** | The SPD, developed by the Scottish Government, must be used for all formal tenders in the selection stage. It is an important aspect of Supplier selection in the tender process. There are standard statements for use in the SPD and these cannot be amended or added to. However, they can be selected for use depending on their suitability to the subject matter of the contract.  |
| **27.2** | It is important to ensure that selection and award criteria, appropriate to the particular procurement, are specified in the contract notice advertised on Public Contract Scotland.  |
| **27.3** | The SPD criteria concentrate on the general suitability of the potential supplier, as opposed to the specific means by which the supplier would implement the contract. The process must at this stage, therefore, refrain from asking questions that would be more appropriate for the award stage of the process, as the same questions cannot be included during both the selection stage (SPD) and award stage (tender process). |
| **27.4** | The SPD considers areas such as financial and economic standing, background of the potential supplier, business probity and its capacity, capability and experience in the particular field required. Other SPD criteria, such as prompt payment, environmental, climate change and sustainable development should also be considered where appropriate to the requirements of the contract. |
| **27.5** | Where potential suppliers form a consortium, the prime bidder should provide a single set of responses covering all consortium members. The track record of a consortium member should include details on performance and reliability on previous projects, those undertaken on its own account and jointly with consortium partners. This will also encompass records on short-listing and details of any contract breaches. |
| **27.6** | Suppliers do not need to submit all of the supporting documentation with their bids, such as insurance certification, qualifications etc, but they must confirm that they have the information available. Only the successful supplier needs to provide the information. If they are unable to do so, they should not progress further in the tender process. |
| **27.7** | The SPD is used as a pass / fail self-certification document at the selection stage of a tender. Suppliers who fail to return or fully complete the necessary sections of the SPD i.e. do not provide responses that ‘pass’ the evaluation and/or fail to confirm they are able to submit supplementary information when required, will be deemed to have a non-compliant bid and should not be progressed further in the tender evaluation process. Contract specific criteria such as membership of a particular organisation or qualification, should be detailed in the Contract Notice as part of the Standardised Statements to allow bidders to confirm the information and provide any necessary evidence. |
| **27.8** | Template letters, which are located in objective and then uploaded to PCS-T, are sent by CPU, for formal tenders, to notify successful and unsuccessful suppliers at selection stage. |
| **27.9** | Scottish Government update the SPD from time to time and detailed guidance on use of the SPD, along with the standard statements, can be found in the Scottish Governments [Procurement Journey portal](https://www.procurementjourney.scot/additional-resources/sustainable-procurement) and in [PCS-T](https://www.publictendersscotland.publiccontractsscotland.gov.uk/esop/pts-host/public/pts/web/login.html). |

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| **28** | **EVALUATION** |
| **28.1** | Contracts must be evaluated and awarded in accordance with the documented award criteria. Tender evaluation criteria must be relevant and objectively measurable, and all criteria and their associated weightings must be published either with the contract notice for a restricted procedure and/or in the Tender documentation for an open procedure where all tender documents are fully accessible. |
| **28.2** | The SPD is used as a pass / fail self-certification document at the selection stage of a tender. Suppliers who fail to return or fully complete the necessary sections of the SPD i.e. do not provide responses that ‘pass’ the evaluation and/or fail to confirm they are able to submit supplementary information when required, will be deemed to have a non-compliant bid and should not be progressed further in the tender evaluation process. Contract specific criteria such as membership of a particular organisation or qualification, should be detailed in the Contract Notice as part of the Standardised Statements to allow bidders to confirm the information and provide any necessary evidence. |
| **28.3** | An evaluation panel of at least two people, where possible, should be established and will consist of individuals with demonstrable technical ability and experience to evaluate tenders. Where possible, the panel membership should be consistent throughout the entire procurement process. The evaluation panel should be able to withstand any scrutiny and be aware of Freedom of Information requests. No member should be associated in any way with any of the tendering suppliers without prior declaration of interest using the conflict of interest declaration at Appendix 9 for individuals and Appendix 11 for consultants. Declarations are required for all competitive processes. |
| **28.4** | Where there is a requirement for consensus scoring, the panel members should independently read and score the quality/technical aspects of the tenders using pre-defined evaluation criteria and scoring system prior to a consensus scoring meeting taking place. At the consensus meeting the evaluators must agree the final scores. The process to agree the final scores must be fully transparent and documented. |
| **28.5** | To ensure best practice, no member of the evaluation panel should assess both the quality/technical elements and the commercial elements of the tender. Therefore, CPU will evaluate the commercial aspects (including price evaluation) of the formal tenders separately.  |
| **28.6** | All compliant tenders must be re-checked for arithmetical accuracy. If arithmetical errors are found they should be notified to the bidder, who should be requested to confirm or withdraw their tender. If the clarification raises a question regarding the overall price evaluation further clarification, within an extended deadline, can be sought from all bidders in the process provided the approach is fair, equal and transparent for all bidders. |
| **28.7** | Where a bidders price is abnormally low, the Scottish Governments abnormally low procedure must be followed. This can be found in the [Procurement Journey](https://www.procurementjourney.scot/route-3/clarification). |
| **28.8** | Where the estimated aggregate purchase value is £50,000 and over for supplies and services and £250,000 and above for Works, CPU must notify all potential suppliers simultaneously, and as soon as possible, of the intention to award the contract to the successful supplier. Where PCS-T is used, and letters are sent individually to suppliers, these need to all be done one after the other so that all suppliers receive notification within minutes of each other. Where the contract is above the international threshold, CPU must provide unsuccessful suppliers with a period of at least ten days, the standstill period, (where communication is performed electronically) in which to challenge the decision before the Procurement Officer awards the contract. If the decision is challenged by an unsuccessful supplier then CPU shall not award the contract and shall immediately seek the advice of the Corporate Procurement Manager. |

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| **29** | **AWARD CRITERIA** |
| **29.1** | CPU must define award criteria that are appropriate to the contract and designed to secure an outcome of Best Value for the council. Criteria can include but is not limited to quality, price, technical merit, adequate health and safety competence, aesthetic and functional characteristics (including security and control features), social, economic and environmental sustainability including Community Benefits and Fair Work Practice, running costs, cost effectiveness, after sales service, technical assistance, delivery date and delivery period or period of completion.  |
| **29.2** | For all formal tenders, the council must opt for most economically advantageous tender (MEAT) which requires a price and quality weighting to be applied. All award criteria must be published in the contract notice, including any sub criteria. The public procurement legislation prohibits the use of evaluation solely on price. |

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| **30** | **INVITATION TO TENDER (ITT)** |
| **30.1** | CPU lead on the development of the ITT, with support for the service area. Template documents are available in objective, which have been prepared for use when building the ITT document in PCS-T. This will include, but is not limited to:* Terms and Conditions of contract
* Certificate of non-collusion
* Certificate of Canvassing
* Evaluation Criteria
* Summary of specification and pricing
* Declaration of no conflict of interest
* Serious and Organised Crime Procedure
* Freedom of Information

Data Sharing AgreementData Processing AgreementNon Disclosure AgreementThird Party Access AgreementLicence to Occupy |

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| **31** | **SPECIFICATION** |
| **31.1** | Getting the content of the specification right is one of the most important aspects in preparing a tender document. To ensure that the contract achieves the desired outcome, the specification must provide clear and concise requirements. |
| **31.2** | The specification should be written in a manner designed to achieve the objectives laid out in the contract strategy and as far as possible to manage the risks identified at that time. A specification should:* Ensure that the documents are written for a non-specific audience
* Avoid using brand names. If this is not possible the words “or equivalent” should be added directly after the brand name, for example “West Lothian Council ***or equivalent***”
* Unless there are industry standard requirements, don’t be too specific – allow the bidder to do most of the work – ask them to provide you with what they can do for you, i.e. provision of an output specification.
* Be open to bidders being able to provide you with innovative responses.
* Seek advice from past users of contracts, suppliers, etc.
* Build in lessons learned from past tenders and contracts
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| **31.3** | CPU can provide good practice examples to the service for them to produce a bespoke specification based on the operational requirement to describe the procurement requirement to ensure the final specification is adequate for the intended purpose. |
| **31.4** | The confidentiality of tenders must be respected, and the details of supplier bids must not be disclosed to any bidders. No officer who has direct or indirect personal monetary interest may participate in any tendering procedure. Members of the UIG must disclose all such conflict of interests prior to commencement of the tender exercise using the form attached at Appendix 8 for individuals and Appendix 10 for consultants. |

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| **32** | **RISK ASSESSMENT** |
| **32.1** | Where a contract strategy is developed for a procurement requirement the risk of the procurement requirement and tender process must be assessed. The contract strategy has a specific section to capture the risk assessment.  |
| **32.2** | The overall risk should also assess the risk that supplier(s) will fail to meet the needs of the council. This can occur in many different ways – e.g. going out of business, late deliveries, inconsistent/poor service performance, unauthorised deviations from contract specifications etc. For framework contracts, the risk assessment should be carried out taking into account the collective risk of all the suppliers failing to meet the needs of the council. |
| **32.3** | All supporting documentation for the risk assessment must be stored in the relevant contract folder in Objective. |
| **32.4** | Post tender contract risk guidance can be found in the [Contract and Supplier Management Framework](https://westlothian.gov.uk/article/74083/Contract-and-Supplier-Management). |

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| **33** | **CONDITIONS OF CONTRACT** |
| **33.1** | Every contract shall specify all the applicable terms and conditions, drawn from the [Standard Terms and Conditions](https://intranet.westlothian.gov.uk/article/72595/Procurement-Rules-and-Regulations) or other specialist or professional bodies’ terms and conditions as appropriate.  |
| **33.2** | Any special conditions of contract shall be attached to a particular contract or type of contract, e.g. clauses on payment mechanisms for major contracts where some form of sub-contracting is expected to take place, or penalty clauses as a result of non-delivery subject to advice from Legal Services, where applicable.  |

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| **34** | **TENDER QUESTIONS**  |
| **34.1** | During the tender process suppliers should direct all questions of clarification via the systems message facility of the PCS-T Portal. The CPU lead for the tender must ensure that all questions are responded to appropriately and at the earliest possible opportunity. Answers to questions will be accessible to all bidders. This method reduces duplicate questions and work for the council as there is no need to manually circulate all questions and answers to all interested parties. Telephone questions must only relate to the use of the PCS-T Portal. |
| **34.2** | Strict use of the ‘Questions and Answers’ section allows the council to provide evidence in a form of an electronic audit trail from Public Contracts Scotland to demonstrate transparency and fair and equal treatment of all suppliers. The contract advert should specify the latest date that questions may be submitted prior to the tender return date. The identity of the tenderer raising the question will not be revealed. |
| **34.3** | If there is a delay in answering questions, the tender deadline should be extended to allow bidders to consider their response. For example, if the question is answered only days before the tender deadline. |

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| **35** | **TENDER SUBMISSIONS** |
| **35.1** | Tender submissions should only be accepted via PCS-T. Only in very rare and specific conditions will other methods be considered. For example, PCS and PCS-T is inaccessible to bidders. |
| **35.2** | The complete electronic tender must be submitted signed by the Tenderer or by a person authorised by the Tenderer. If the signatory is not the Tenderer then the Tenderer must provide at time of tendering written confirmation of the signatory’s authority to bind the Tenderer. The documents are to be signed by the bidder then scanned in for electronic submission; alternatively an electronic signature may be used prior to electronic submission. |
| **35.3** | PCS-T automatically notifies bidders when their responses have been received in the system so there is no requirement to notify them of this separately. |

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| **36** | **OPENING TENDERS** |
| **36.1** | The PCS-T Portal operates a secure post-box facility which is locked until the pre-programmed deadline has passed. When the tender is being built in the system the ‘openers’ are required to be specified. Those people designated to open the post-box facility must be registered with the site and have the appropriate access levels. |
| **36.2** | A full audit trail accompanies PCS-T which details all access, downloads and unauthorised attempts to access.  |
| **36.3** | Tenders must be opened at the advertised time of opening or as soon as possible thereafter. |

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| **37** | **DEMONSTRATIONS, INTERVIEWS AND SITE VISITS** |
| **37.1** | If a demonstration, interview or site visit is deemed necessary to assist with Best Value, this is allowable, provided equal treatment and transparency principles are observed. Where there is a desire to include such requirements in assessing the quality or technical evaluation, provision for this should be included in the tender evaluation criteria. Following any such event, providing that specific mention is included within the tender evaluation criteria, the Procurement Officer shall have discretion to alter the quality aspects of the bidders’ submission to reflect the findings. Any alterations must be recorded, along with an explanation for the alteration. Any draft quality or financial findings already identified cannot be disclosed to anyone prior to the completion of the quality evaluation. |

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| **38** | **eAUCTIONS** |
| **38.1** | An eAuction is an electronic “reverse” auction that can be used as part of an Open, Restricted or Negotiated procedure or when re-opening competition amongst suppliers on an existing framework agreement. An eAuction is the final stage of the procurement process where all other “non-price” factors (e.g. quality evaluation and terms and conditions) have already been established. As per Scottish Government guidance, e-auctions are not suitable for tendering of Health and Social Care contracts. |
| **38.2** | When considering the use of an eAuction, advice should be sought from the Corporate Procurement Manager and the Chief Solicitor. eAuctions may only be used with the prior written approval from the Responsible Officer for Procurement. |
| **38.3** | The council are able to use the PCS-T portal to allow bidders to bid against each other online and in real time. Bids from suppliers are received against a published specification and are usually based on price alone. The bid price is taken into account alongside with other scored criteria to determine the contract award after the auction closes. |
| **38.4** | To demonstrate fairness and equal treatment, eAuctions are transparent to all participants and provide an electronic audit trail of activity. eAuctions are most suited to situations where there is a competitive market and the commodity is homogenous or standardised e.g. energy contracts. |
| **38.5** | When there is an intention to hold an eAuction this must be stated in the contract notice. |
| **38.6** | When an eAuction is going to form part of the procurement process, the ITT document must include, as a minimum, the following information for bidders:* A description of the eAuction process.
* The quantifiable elements of tenders which will be the subject of the electronic auction.
* The limits and minimum differentials of the values of quantifiable elements of tenders which may be submitted in the eAuction.
* The information to be made available to bidders during the eAuction and, where appropriate, an indication of when it will be made available to them.
* The electronic system to be used in the electronic auction.
* The arrangements for connection to the electronic system to be used.
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| **38.7** | Before conducting an eAuction, returned tenders must first be evaluated in a clear and auditable manner on those areas not subject to the eAuction, and the results converted into numerical information for incorporation in the auction phase. The award criteria must have been agreed internally in advance and been stated in the contract notice or SPD/ITT documents. |
| **38.8** | Following evaluation, bidders that have submitted acceptable responses should then be invited simultaneously, by email to submit new prices or values in the eAuction. The invitation should be sent at least 2 working days prior to the auction. |
| **38.9** | Procuring Officers are permitted to set up an auction so that bidders can view the prices or values set by the other bidders (as long as the intention to share prices/other values has been communicated in advance). They may also disclose the number of other bidders participating and their relative ranking. However, they must not disclose the identity of any participating bidders. |
| **38.10** | An eAuction, or the phases of an eAuction, should be closed;* at the date and time specified in the invitation, or
* when there are no new prices/values for a specified period, or
* when using automatic extensions, when no new bids which meet the requirements are received or;
* at the end of the last phase (if phases have been fixed).
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| **38.11** | Post tender negotiations cannot be undertaken following an electronic auction. The contract can only be awarded following completion of the eAuction process, and conclusion of the Standstill Period where the contract value is above the international threshold. |

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| **39** | **POST TENDER NEGOTIATION** |
| **39.1** | Seeking tender clarification is permitted and should be carried out via the PCS-T messaging portal. However, discussions with potential suppliers after submission of a tender and before the award of a contract with a view to obtaining adjustments in price, delivery or content (i.e. post-Tender negotiations) must not take place for the Open or Restricted Procedures. |
| **39.2** | If post-tender negotiations are necessary after a single-stage tender or after the second stage of a two-stage tender, then such negotiations shall only be undertaken with the supplier who is identified as having submitted the best tender and after all unsuccessful suppliers have been informed. During negotiations tendered rates and prices shall only be adjusted in respect of a corresponding adjustment in the scope or quantity included in the tender documents. Procurement Officers carrying out post-tender negotiations should ensure that there are recorded minutes of all negotiation meetings and that both parties agree actions in writing. |
| **39.3** | The Chief Solicitor and the Corporate Procurement Manager must be consulted wherever it is proposed to enter into post-tender negotiations and approval given. |
| **39.4** | Where post-tender negotiation results in a material change to the specification (or contract terms) the contract must not be awarded but re-tendered. |

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| **40** | **NOTIFICATION TO SUCCESSFUL BIDDERS** |
| **40.1** | The notification to the successful candidate(s) of the award decision must contain the following information:1. Contract name
2. Contract reference number
3. Contract start and end date
4. Pricing schedule
5. Reference to all documents that form the contract
6. Any agreed variations to the standard conditions of contract
7. Debrief on winning bidders tender submission

Template letters have been developed and must be used. |
| **40.2** | The successful Tenderer must complete and return the council’s contract Acknowledgement and Acceptance form, which is embedded in the contract award letter, by the date specified within the award letter. Reasonable time should be provided for the supplier returning the acknowledgement and acceptance form. |
| **40.3** | Notification of intention to award a contract, and notification to unsuccessful bidders, on the basis of the evaluation criteria must be issued simultaneously. However, in respect of formal tenders within the International thresholds, a period of at least 10 calendar days must elapse between the date that the contract award decision is communicated and the date that the contract commences. Commencement and expiry of the ‘mandatory standstill’ period must be communicated to the successful contractor in the letter of award. Template letters have been developed and must be used. |

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| **41** | **NOTIFICATION TO UNSUCCESSFUL BIDDERS** |
| **41.1** | Providing feedback can help unsuccessful suppliers to improve future tender submissions. Unsuccessful Bidders have a right to know the reasons for their rejection and the council welcomes the opportunity to explain its decisions. |
| **41.2** | The notification to the unsuccessful candidate(s) of the award decision must contain the following information:* Contract name
* Contract reference number
* The name of the winning tenderer
* The scores the unsuccessful tenderer obtained against those of the successful tenderer
* An explanation of the scores and how their bid could have been improved to obtain a better score relative to the winning bidder.

Please note, that all bids are submitted in confidence and no detailed bid information about the winning bidders tender can be shared with unsuccessful suppliers. Commercial confidentiality must be maintained. |
| **41.3** | Template letters have been developed and must be used. |

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| **42** | **MANDATORY STANDSTILL PERIOD** |
| **42.1** | For all International threshold contracts advertised there is a mandatory requirement for a standstill period. The mandatory standstill period between notification of award decision and contract commencement is required to allow unsuccessful bidders a reasonable opportunity to apply in court for interim measures to challenge the award, which could lead to the award decision being overturned. It is therefore necessary for the council to issue notice of their decision to unsuccessful candidate suppliers at least 10 calendar days prior to their entry into the contract. |
| **42.2** | Although, the mandatory standstill period does not apply to below threshold procurements, it can be applied voluntarily to, for example, complex and high risk tenders.  |
| **42.3** | The mandatory standstill period begins the day after the electronic communication of the award decision to all bidders. If the standstill period ends on a non-working day, it must be extended to the next working day. An outline of the 10 day timeline can be seen in the table below.

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| **Timescale** | **Description** |
| Day 0 | Notification of intent to award, containing all relevant information to be e-mailed or faxed (most rapid means of communication) to unsuccessful Bidders and confirmed by post. |
| Day 1 | Standstill period commences. |
| Day 2 - 9 | Standstill period continues |
| Day 10 (midnight) | End of standstill period. |
| Day 11 | Conclusion (final award) of Contract if no legal challenge received. |

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| **42.4** | If no legal challenges have been received by the end of the mandatory standstill period, then the contract may be concluded and a contract award letter issued to the successful supplier. |

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| **43** | **ELECTRONIC SIGNATURES** |
| **43.1** | The Acknowledgement and Acceptance form, included in the contract award letter, must be received from the successful bidder.  |
| **43.2** | Electronic signatures can be used on tender documentation. Please see the information attached at Appendix 12 for further information. |

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| **44** | **DEBRIEFING** |
| **44.1** | Debriefing can assist suppliers to improve their competitive performance, which is of longer term benefit to Procuring Organisations. Bidders have a right to know the reasons for their success or failure. |
| **44.2** | The Procurement Officer provides a debrief in the standard notification to unsuccessful candidates; however a candidate may request in writing the reasons for a contracting decision. Under such circumstances, the Procurement Officer must give the reasons in writing within 15 days of the request. If requested, the Procurement Officer may also give the debriefing information to candidates who were de-selected in a pre-tender short listing process. |
| **44.3** | Where a formal debriefing meeting is requested, experienced and qualified representatives from both the Service and Corporate Procurement Unit may be involved and staff must understand their role prior to the debriefing. |

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| **44.4** | Only the Tenderer’s own submission may be discussed during a debrief. Commercial terms, innovations or any information submitted by a bidder cannot be disclosed. Feedback from bidders regarding the tender process may be requested. A record of any tenderer debrief must be kept. Procurement Officers should be aware that this may be subject to any FOISA request. |

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| **45** | **LEGAL CHALLENGE BY TENDERER** |
| **45.1** | A Tenderer may make an application to the Court of Session/Sheriff Court which automatically suspends the procurement process upon serving of a summons. This litigation is a relatively inexpensive process for the Tenderer, who will not be responsible for the costs of delay, merely legal expenses, if their claim is rejected. The onus is on the council to demonstrate that the application is sufficiently without merit to mean that the suspension is lifted, prior to the council proceeding to the contract award stage. |
| **45.2** | In the event that the council breaches the standstill period or proceeds with contract award despite automatic suspension, then the contract may be declared ‘ineffective’, i.e. can be set aside even when performance has commenced and the court may make an order unwinding the result – the council may become liable for damages from the aggrieved bidder and the supplier who was awarded the contract. |
| **45.3** | The court must then decide what to do about works already completed under the contract and must order a fine. To avoid ‘ineffectiveness’ it is critical that the process has been standstill compliant as a contract may not be declared ineffective for substantive breach alone. Bidders have a time limit of 6 months from contract award or 30 days from contract award notice in PCS. |
| **45.4** | If no formal legal challenges have been received by the end of the mandatory standstill period, then the contract may be concluded and a contract award letter issued to the successful supplier. |

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| **46** | **CONTRACT AWARD NOTICE** |
| **46.1** | Contract award notices must be placed on Public Contracts Scotland for all formal tenders and Quick Quotes. Contract award notices for Quick Quotes must be published by the service within 30 days of the contract acceptance date by the successful supplier. The notice for formal tenders must be placed by CPU within 30 days of receiving confirmation that the successful bidder agrees and understands the contents of the letter of acceptance. |

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| **47** | **TENDER OUTCOME REPORT** |
| **47.1** | Public procurement legislation requires the council to review the outcome of a tender prior to award. |
| **47.2** | The tender outcome report template at Appendix 13 must be completed for all formal tenders. |

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| **48** | **MODIFICATION OF CONTRACTS DURING THEIR TERM** |
| **48.1** | Modifications in the form of are generally in the form of:* extensions of time;
* increase in value; and
* variation of scope/specification

It may be necessary to vary just one, all of them or a combination of the three. A Contract and framework agreement may be modified without a new procurement procedure provided the modification complies with the [public procurement legislation](https://www.legislation.gov.uk/uksi/2015/102/regulation/72/made).  |
| **48.2** | Where there was provision in the original contract notice, and/or procurement documentation, for the particular modification then, subject to compliance with the public procurement legislation and Best Value considerations, the council may wish to utilise such modifications. In such instances the service area should follow the contract variation process set out in the corporate [Contract and Supplier Management Framework](https://westlothian.gov.uk/article/74083/Contract-and-Supplier-Management).  |
| **48.3** | Any modifications to a contract, which were not provided for in the contract notice, and/or procurement documentation, must comply with the requirements set out in the legislation for such situations. A contract extension business case exemption (Appendix 14), must be approved by the Responsible Officer for Procurement where the proposed estimated aggregated contract value will be £5,000 or above. Where the proposed estimated aggregated value is £4,999 or less, the Head of Service may approve (Appendix 15).  |
| **48.4** | A detailed written record of all negotiations and discussions with suppliers, service providers or contractors in relation to variations must be maintained and retained on file. |

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| **49** | **INSURANCES** |
| **49.1** | If the council uses a third party provider (Contractor) to carry out work, in general the contractor is responsible for its own actions. However, in certain circumstances the council may be liable for the actions of its contractor(s). |
| **49.2** | To minimise the exposure to the council for claims arising from the actions of the contractor, it is essential that the contractor has suitable insurance in place for the duration of the contract. CPU shall consult with the council’s Financial Management Unit within Finance and Property Services to establish the types and levels of insurance required. CPU shall ensure that the insurance requirements are clearly set out in the tender and subsequent contract documentation. |
| **49.3** | Certificates of insurance (and any renewal receipts during the period of the contract) shall be checked by CPU prior to the commencement. The contract should also make provision for insurance documentation to be available on demand to contract manager for the duration of the contract. The insurance certificates shall be checked for cover the level of indemnity and the period of insurance and a record kept. |
| **49.4** | Evidence of the renewal of the insurance policies may be required at the expiry date of the cover, depending on the contract terms and the contract period. A diary system should be set up by the contract manager so that renewal certificates are obtained where necessary. |
| **49.5** | The minimum levels of insurance for council contractors are set out below, however guidance should always be sought from the council’s Financial Management Unit, as the requirement will always be dependent on the context.**In every case**:* Employers Liability of £10,000,000 for any one incident
* Public Liability of £5,000,000 for any one incident

**Where required by the terms of the contract:*** Contract Works to at least the value of the contract

**Where appropriate or where required by the terms of the contract:*** Products Liability £5,000,000 for any one incident and in total in any one year of Insurance; or
* the limits of indemnity required by the contract (where known).
* Professional Indemnity £2,000,000 for any one incident and in total in the policy year, or the limits of indemnity required by the contract (where known). Professional indemnity applies where the liability arises from breach of professional duty of care, defective advice, formula and design
* For medical malpractice insurance to a minimum of £5,000,000 for any one incident.
* Motor Insurance of £5,000,000 for any one incident in respect of third party property damage
* Financial/fidelity guarantee to the value of the goods or funding held under contract
 |
| **49.6** | A risk assessment shall be carried out as, in the case of high risk or high value contracts, higher limits may be appropriate, in which case advice shall be sought from the council’s Financial Management Unit. Lower limits must not be accepted without reference to the Financial Management Unit. |
| **49.7** | FMU must be consulted on the successful suppliers insurance information prior to contract award. The following information must be sent with the certificates:• a brief outline of the work;• details of the contract terms;• the contract duration – start date, end date, maintenance period;• the contract value;• the limits of indemnity requested in the contract if applicable.A diary system should be set up by the contract manager so that renewal certificates are obtained where necessary during the life of the contract. |
| **49.8** | In the case of a Scottish Buildings Contracts Committee (SBCC) contract and other standard forms of contract, much of this information is shown in the Appendices in these contracts and this should be cross checked with the Council minimum requirements. |

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| **50** | **FINANCIAL VETTING OF POTENTIAL CONTRACTORS** |
| **50.1** | The council has a duty to determine the financial stability of suppliers in ways that meaningfully assess the risk of being unable to deliver the contract due to financial difficulties. This is important because the consequences for the council of a contractor failing to carry out their obligations could include costs in making good and/or instructing a new contractor to complete the work, social costs in arranging alternative delivery of a service, and/or damage to the council’s reputation as a reliable provider or procurer of services. |

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| **50.2** | Dun and Bradstreet, or similar independent resource, shall be used by CPU to determine an initial review of a tenderer’s financial stability. When using Dun and Bradstreet, the current provider of the independent assessment, if the supplier scores 51 or more the supplier will be deemed to have passed the financial assessment.  |
| **50.3** | If a supplier scores 50 or less when using the Dun and Bradstreet independent finance rating, a full financial assessment, using the excel template developed for this purpose, must be completed. If the supplier fails this detailed assessment they will be deemed to have failed the financial evaluation and, after CPU verify the position with FMU, must not be progressed further in the tender process.  |

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| **51** | **SERIOUS AND ORGANISED CRIME** |
| **51.1** | During the procurement process, there is a requirement for the council to share data with Police Scotland, who may use this information, including supplier employee information, such as directors details, to prevent fraud, money laundering and to verify supplier identity. Where permitted by law, the council and Police Scotland may also enable other agencies to access this information to detect, investigate and prevent crime. |
| **51.2** | SOC comes in many forms which may include the supply of drugs, acquisitive crime and human trafficking, generally, all SOC shares the same common goal; generate illicit profit at the expense of others. SOC will attempt to disguise these activities through investment in semi-legitimate businesses.  |
| **51.3** | It is entirely possible that businesses linked with SOC will be funded by criminal activity, therefore may not follow the relevant legislations or regulations when it comes to trading. Any Local Authority that may unknowingly form a close contractual relationship with a SOCG could experience extensive reputational damage as a result of lack of due diligence checks. |
| **51.4** | There is an Information Sharing Protocol in place between Police Scotland and the Council. During the procurement process, there is a requirement for the council to share data with Police Scotland. There is also a requirement to include a declaration in the tender for suppliers to confirm that they are not involved in serious and organised crime. The [**Serious and Organised Crime Procedure**](https://objective.westlothian.gov.uk:8443/id%3AA13228639/document/versions/published) provides more information on what information is to be shared. |

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| **52** | **PHYSICAL SECURITY** |
| **52.1** | Where a requirement has a need for physical on site security, there is a requirement to ensure that any contractor holds the Security Industry Authority (SIA) accreditation. |
| **52.2** | Where this is required the qualification criteria in the tender must ask for SIA accreditation as a pass/fail criteria. |

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| **53** | **CYBER SECURITY** |
| **53.1** | If the contract will involve, support or rely on the digital processing of information, organisations should ensure that appropriate consideration is given to potential cyber risks and their management. |
| **53.2** | When buying IT equipment there is a requirement to include the Scottish Governments [Supplier Assurance Questionnaire](https://www.gov.scot/publications/cyber-resilience-supply-chain-guidance/) within the tender. When the purchase is non IT the questions [**internal IT cyber security questions**](https://objective.westlothian.gov.uk:8643/id%3AA16204994/document/versions/published) are to be included within the tender. |
| **53.3** | IT Services will evaluate the tender responses to the questions. A service request must be logged with the IT helpdesk. |

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| **54** | **DATA SECURITY** |
| **54.1** | The Council must consider procurement processes and new contracts to ensure these are compliant with the Data Protection legislation. |
| **54.2** | Data protection enhances protection of personal data and imposes strict obligations on those who process it. Further information is available on the [Councils intranet site.](https://intranet.westlothian.gov.uk/article/36236/General-Data-Protection-Regulation-GDPR) |
| **54.3** | When the processing and/or sharing of personal data will be necessary for a requirement a [Data Processing Agreement](https://intranet.westlothian.gov.uk/article/72664/Data-Protection) must be included in the tender. |

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| **55** | **STANDARD APPROACH TO ADDRESS DATA IN SYSTEMS** |
| **55.1** | The council requires a standard approach for address data. Where there is a requirement to input an address, to reduce keying errors, there is a requirement to use central databases to look these up. |
| **55.2** | When there is a requirement for address data to be input within a requirement, there is a requirement to refer to one of the following data bases and integration options within the tender specification:* **Corporate Address Gazetteer (CAG).** A database of all addresses in West Lothian, which is maintained in house by the Strategic Information Officer in PED&R.
* **One Scotland Gazetteer (OSG).** A database of all addresses in Scotland. It is fed by the CAG from each of the 32 local authorities every 3 weeks. It is owned and maintained by the Improvement Service and is available at no cost. The OSG is also to be used as the basis for the National Census going forward.
* **AddressBase.** A database that covers all addresses in the UK. It is fed every 6 weeks by data from the OSG as well as other sources in England, Wales, and Northern Ireland. It is owned and maintained by the Ordnance Survey.

Integration Options* **APIs.** APIs are available for the OSG, and AddressBase, that allow direct integration into systems, where address data is fetched directly from the database to the system during a user request.
* **Change Only Update (COU) File**. Data can also be exported from the CAG, OSG, and AddressBase on a regular basis into address databases within the systems themselves. These are then updated on a regular basis using COU Files, which rather than updating the entire database, they update the relevant rows as necessary.
* **Data Hub.** The Improvement Service provides a tool called Data Hub which could be used to cleanse currently held data. Address data can be extracted from current systems and uploaded to the Data Hub. Once there, it is cleaned and matched against data held in the OSG. The resulting data set can then be extracted, and re-uploaded to the original system. There is also software available internally that can also match address data. Further details available from Rebecca Anderson.
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| **56** | **ENGAGEMENT OF CONSULTANTS** |
| **56.1** | It is recognised that, on occasion, the services of consultants may be required by virtue of their expertise in specialist areas or a lack of ‘in-house’ council resources. Consultants are also engaged to provide guidance, advice and support on the implementation of a particular project, e.g. a major computer application or a major civil engineering contract. This engagement of consultants is different to the engagement of Specialist Staff (Section 57). |
| **56.2** | Approval to engage a consultant must be sought, in advance of any subsequent applicable approval for tendering or exception to tender, from the relevant Head of Service, the Responsible Officer for Procurement and the Chief Executive (or in the absence of these individuals, the relevant officer deputising). See Appendix 16 for the application for approval to use consultancy services. |
| **56.3** | Once approval to tender for the engagement of a Consultant is granted, in line with standing orders and public procurement legislation, the compliant route to tendering, based on the estimated aggregated contract value, must be followed.  |
| **56.4** | A clear definitive specification of requirements and scope of the commission must be issued to prospective bidders. The consultant must be aware of the level of service required to avoid the possibility of future disputes. A clear specification also minimises the risk of hidden extras being charged by the consultant. |
| **56.5** | Care must be taken when writing the specification and evaluation of prospective consultant’s bids to ensure that they have the necessary expertise and overall resources to undertake the assignment. The possibility of an unsatisfactory outcome can be minimised by ensuring that the consultant has the requisite experience and/or technical expertise and has adequate resources available to undertake the commission within the council’s timescales. |
| **56.6** | It is vital that the buyer confirms in writing, through the Quick Quote, formal tender process or business case exemption, with the consultant, all aspects of the work to be undertaken, together with the corresponding cost. Consultants must not be allowed to commence work on a project prior to the cost being approved by the Responsible Officer, and a formal contract being formed and acceptance of the contract being in place. |
| **56.7** | In a situation where a consultant is asked to undertake research work without first agreeing a cost ceiling, it is conceivable that a substantial claim could be made based on a consultancy day works basis. It is very difficult to contest such a claim having regard to the fact that it is based solely on the consultant’s own records. Where commissions are awarded on a ‘time basis’ the consultant shall be required to submit detailed timesheets, as a minimum monthly, to substantiate all fees charged. |
| **56.8** | It is extremely important that the contract manager for the project keeps their manager fully informed of all consultant dealings. The officer must prepare a record of all meetings with the consultant, as even where the officer dealing with the consultant does not have the authority to commit the council to a contractual agreement, the consultant can in certain circumstances, still claim recompense for any work undertaken. |
| **56.9** | CPU shall normally prepare the relevant contract documentation, specification and scope of the commission for formal tenders. However, in certain circumstances a specialist consultant’s contract may be used. The contract submitted by the external consultant must be approved by the council’s Chief Solicitor prior to acceptance. |
| **56.10** | In circumstances where the original contract is to be modified, reference must be made to Section 48 of these procedures.  |
| **56.11** | Consultancy work awarded on a time/cost basis, for a period of more than 12 months, shall be subject to continuous review by the contract manager. |
| **57** | **ENGAGING SPECIALIST STAFF** |
| **57.1** | The council may have a need to engage staff on a temporary basis who have specialist skills and knowledge not readily available from the general market. Specialist staff are defined as those who cannot be obtained from the Scottish Governments Temporary and Interim Staff Framework and/or other external framework agreements and/or cannot be recruited on permanent or fixed term contracts, where the vacancy should be filled from the labour market in traditional ways. The engagement of specialist staff does not include the recruitment of teachers for Education, Planning and Area Services, or the use of consultancy services covered by Section 56.  |
| **57.2** | In the first instance, when engaging specialist staff, the Council is required to consider the Temporary and Interim Staff Framework which is tendered and managed, on behalf of the public sector in Scotland, by the Scottish Government. The framework [guidance](https://intranet.westlothian.gov.uk/media/41324/Temporary-and-Interim-Staff-Handbook-2019-2023-V1-6/pdf/Temporary_and_Interim_Staff_Handbook_2019_-_2023_V1.6_1.pdf?m=637830207284200000) provides details of the framework and how to use it. Where guidance is password protected, the password can be obtained from CPU@westlothian.gov.uk. |
| **57.3** | Specialist staff must be engaged in a fair, open and transparent manner which complies with contract standing orders, public procurement legislation, HMRC IR35 requirements, employment legislation and with the council’s duty to obtain Best Value. The engagement of specialist staff by services shall be the exception rather than the rule. |
| **57.4** | Any contract for specialist staff shall be classified as either a contract for services or a contract of service, i.e. employment. |
| **57.5** | The relevant Head of Service shall consult with the Responsible Officer for Procurement to determine which type of contract applies. |
| **57.6** | If it is envisaged that it may be necessary to enter into a contract with an individual, the HMRC employment status questionnaire must be used to determine the nature of the proposed contract. The nature of the contract must be determined prior to receiving any quotes or tenders. In complex cases, HMRC should be [contacted directly](https://www.gov.uk/guidance/understanding-off-payroll-working-ir35) for advice. The results of this exercise, and any advice received from HMRC, should be retained as evidence. If the result of this tool indicates that the person should be treated as an employee, that person should be recruited under a Contract of Service and placed on the council’s payroll so that tax and national insurance can be deducted. Further clarification on this, and the IR35 regulations should be sought from HR Services. |
| **57.7** | If it is intended to engage an individual who has worked in a position within the Scottish public sector for up to two years prior to the date of commencement of the proposed contract, either under a contract of service or a contract for services, approval for the contract must be given by the Chief Executive. |
| **57.8** | A business case must be prepared which documents the rationale for the proposed contract. This should be approved by the Head of Service. |
| **57.9** | As per standing orders and public procurement legislation, the estimated aggregated contract value for the contract for services will determine which compliant route for tendering is applicable to any required contract. |
| **57.10** | A contract for services should only be entered into where the HMRC employment status questionnaire confirms that the contractor can be treated as self-employed. Where an individual submits a successful quote or tender, the contract entered into must be with that person, who must be placed on the fees payroll. In this case there is no requirement to deduct tax or national insurance and the individual may be paid gross. Where a limited company or partnership submits a successful quote or tender, the contract entered into must be with that limited company or partnership. |

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| **57.11** | Whether any contract for services is with an individual or a company, consideration should be given to seeking advice from the Head of Corporate Services about the terms of the contract, and in particular issues of insurance and indemnity, to protect the council’s position. |

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| **58** | **SUPPLIERS** |
| **58.1** | All potential suppliers are advised to register with [www.publiccontractsscotland.gov.uk](http://www.publiccontractsscotland.gov.uk) - a free service, which the council uses to advertise contract opportunities. |
| **58.2** | Approval for the use of new suppliers, i.e. those that are not on PECOS, Open Contractor or AXiM, must be obtained from the council’s Financial Management Unit, before an order is placed or in the case of a tender, at the contract award stage.  |
| **58.3** | If an order needs to be created on PECOS, the completed parts 1 and 2 of the council’s [SF01 New Supplier Form](https://intranet.westlothian.gov.uk/media/39519/Supplier-Information-Form-V18/doc/Supplier_Information_Form_V18.doc?m=637187498306070000) and headed paper showing the supplier’s bank details should be attached to a PECOS non-catalogue order (leaving the supplier as “unknown”). |
| **58.4** | If an order needs to be created on Open Contractor or AXiM, the completed parts 1 and 2 of the council’s [SF01 New Supplier Form](https://intranet.westlothian.gov.uk/media/39519/Supplier-Information-Form-V18/doc/Supplier_Information_Form_V18.doc?m=637187498306070000) and headed paper showing the supplier’s bank details should be emailed to suppliersnew.amend@westlothian.gov.uk. |

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| **59** | **PAYMENT PROCEDURES** |
| **59.1** | The Councils [Purchase to Pay and Systems Procedures](https://intranet.westlothian.gov.uk/media/41865/PURCHASE-TO-PAY-SYSTEMS-PROCEDURE-Updated-Nov-21/pdf/COUNCIL_PURCHASE_TO_PAY_SYSTEMS_PROCEDURE_-_Updated_Nov_21.pdf?m=637727436054170000) outline the most appropriate use of the councils’ payment systems when making payments to third parties.  |
| **59.2** | The councils [Purchase Card Procedure](https://intranet.westlothian.gov.uk/media/41871/Purchase-Card-Procedure/pdf/Purchase_Card_Procedure.pdf?m=637836476346530000)sset out regulations which apply to all council purchase cards, cardholders and their authorising officers. Purchase cards should be used to facilitate low value purchases, normally with a value below £1,000. |
| **59.3** | Daily BACS [procedures](https://intranet.westlothian.gov.uk/article/72755/Systems-and-Procedure) set out the regulations to Services using the BACS import facility. The BACS import facility should be used to facilitate only **non-commercial** payments to various individuals or organisations out with the council’s purchase to pay systems. Please note that cheques are used only for revenues refunds. |
| **59.4** | The Council Cash procedures cover the use and control of all cash within the council, including petty cash, floats held for cash registers or receiving income, cash held on behalf of third parties and imprests operated via a bank account. |

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| **60** | **PROCUREMENT PERFORMANCE MEASURES** |
| **60.1** | Public Sector procurers are under considerable pressure to deliver performance improvements and to achieve best value through more efficient and coordinated service delivery in addition compliance with the Sustainable Procurement Duty, introduced by the Procurement Reform (Scotland) Act 2014 (the Act) through the Procurement (Scotland) Regulations 2016, to harness the power of procurement to secure economic, social and environment outcomes from public spend with third party suppliers. |
| **60.2** | The Act requires public sector contracting authorities with a turnover of £5m or more to publish an Annual Procurement report which reports on compliance with the Sustainable Procurement Duty. A report also goes to the Council Executive and the Procurement board on a bi-annual basis. |
| **60.3** | In addition to the requirements of the Sustainable Procurement Duty there are strategic and operational key performance indicators and actions for CPU. These are managed and reported through Pentana, the Councils performance management system.  |
| **60.4** | In addition to statistical performance measurement all public organisations are subject to a regular Procurement Commercial Improvement Programme (PCIP). The objective of PCIP is to set out a mechanism for identifying areas where organisations can strengthen their approach to procurement through a detailed evaluation of their procurement capability to improve their structure, processes and ultimately performance. Presently facilitated by Scotland Excel, evidence is gathered, documented and presented by the Corporate Procurement Unit. |

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| **61** | **CONTACTING THE CORPORATE PROCUREMENT UNIT** |
| **61.1** | Individual Procurement Business Partners within the Corporate Procurement Unit have been assigned responsibility for specific service areas and their commodities across the council. Any queries relating to a specific commodity should be directed to the appropriate individual(s). Details can be found on the [Corporate Procurement Intranet page](https://intranet.westlothian.gov.uk/article/72509/Corporate-Procurement-Unit).  |

**APPENDIX 1**

**WEST LOTHIAN COUNCIL TENDER THRESHOLDS**

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| Procurement Type | Aggregate Estimated Contract Value, excluding VAT\*\* | Aggregate Estimated Contract Value, including VAT\*\* | Tender Advertising Requirement | Minimum No of Quotations/Tenders Sought |
| Informal Quotation/PECOS Order | £0-£999 | - | N/A | Requirement to ensure best value |
| Informal Quotation | £1,000-£4,999 | - | N/A | Two Quotes |
| Quick Quote | £5,000 to £49,999 | - | PCS - Quick Quotes | Three Quotes |
| Tender | £50,000 to £177,896 | - | PCS – Tender | Three Tenders |
| Tender | £177,897 and above | £213,487 and above | PCS – Tender | Five Tenders |

**Supplies/Materials and Services**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Procurement Type | Aggregate Estimated Contract Value, excluding VAT\*\* | Aggregate Estimated Contract Value, including VAT\*\* | Tender Advertising Requirement | Minimum No of Quotations/Tenders Sought |
| Informal Quotation/PECOS Order | £0-£999 | - | N/A | Requirement to ensure best value |
| Informal Quotation | £1,000-£4,999 | - | N/A | Two Quotes |
| Quick Quote | £5,000 to £49,999 | - | PCS - Quick Quotes | Three Quotes |
| Tender | £50,000 to £552,949 | - | PCS – Tender | Three Tenders |
| Tender\* | £552,950 and above | £663,540 and above | PCS – Tender | Five Tenders |

**Health and Social Care Services**

**Works**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Procurement Type | Aggregate Estimated Contract Value, excluding VAT\*\* | Aggregate Estimated Contract Value, including VAT\*\* | Tender Advertising Requirement | Minimum No of Quotations/Tenders Sought |
| Informal Quotation/PECOS Order | £0-£999 | - | N/A | Requirement to ensure best value |
| Informal Quotation | £1,000-£4,999 | - | N/A | Two Quotes |
| Quick Quote | £5,000 to £249,999 | - | PCS - Quick Quotes | Three Quotes |
| Tender | £250,000 to £1,999,999 | - | PCS – Tender | Three Tenders |
|  | £2m to £4,444,446 | £2m to £5,336,937 | PCS – Tender | Three Tenders |
| Tender | £4,447,447 and above | £5,336,937 and above | PCS – Tender | Five Tenders |

\*Some Health and Social Care tenders in this threshold may be exempt, in line with public procurement legislation, from tendering requirements. Please contact CPU for guidance.

\*\*Updated from time to time in line with regulatory amendments.

**APPENDIX 2**

[Quick Quote Guide](https://intranet.westlothian.gov.uk/media/11779/Quick-Quote-Step-by-Step-Guide/pdf/Quick_Quote_Step_by_Step_Guide_V8.pdf?m=637907949588200000)

**APPENDIX 3**

[Contract Strategy Template](https://objective.westlothian.gov.uk:8643/id%3AA7421237/document/versions/published)

**APPENDIX 4**



**BUSINESS CASE TEMPLATE FOR PILOT SCHEME**

**PLEASE NOTE THAT THIS BUSINESS CASE APPLIES TO PILOT SCHEMES - EXPENDITURE MUST BE VALUED BETWEEN £50,000 AND THE EU THRESHOLD**

|  |  |
| --- | --- |
| **Service Area:** |  |
| **Procuring Officer:** |  |
| **Pilot Scheme Provider:** |  |
| **Description of Supplies / Services required:** |  |
| **Estimated Value of Contract (£)** |  |
| **Proposed Contract Period** |  |

|  |
| --- |
| **Please state the reasons why this procurement is being set up as a Pilot Scheme.** |
|  |

|  |  |  |
| --- | --- | --- |
| **Procuring Officer Signature:** |  | **Date:** |
| **Head of Corporate Services:** |  | **Date:** |

**DATA LABEL: INTERNAL**

**APPENDIX 5**

**WEST LOTHIAN COUNCIL PROCUREMENT PROCEDURE FOR**

**FAIR WORK FIRST QUESTIONS IN TENDER AND CONTRACT DOCUMENTATION**

**PURPOSE OF THIS PROCEDURE**

West Lothian Council has a firm commitment to work within the legislative framework to encourage its contractors to consider Fair Work First, previously referred to as Workforce Matters, including payment of the Real Living Wage (as defined by the Living Wage Foundation). The Council Executive approved a report on 25 August 2015, which agreed West Lothian Council would, as part of the quality evaluation of a tender include criterion for workforce matters, including the Real Living Wage. SPPN6/2021 provides updated guidance on Fair Work First criteria. Fair Work First criteria are relevant to the subject matter of the contract and quality of the service delivery or supplier delivery of the contract. This element of the evaluation criteria must be proportionate to the scale of any proposed contract.

This procedure provides guidance for including Fair Work First criteria in the council tender process.

**SCOTTISH GOVERNMENT GUIDANCE ON FAIR WORK FIRST**

The Scottish Government published SPPN6/2021, which confirms that Fair Work First criteria is central to achieving the Scottish Governments priority for sustainable and inclusive growth. Fair Work First criteria should be included in all procurement processes, where relevant and proportionate to do so. Annex A of the [Fair Work First Guidance](https://www.gov.scot/publications/implementation-of-fair-work-first-in-scottish-public-procurement-sppn-6-2021/) has been updated to reflect the updated Fair Work First criteria and provides information on each criteria. The Scottish Governments [Procurement Journey](file:///C%3A%5CUsers%5CGray.angela%5CObjects%5CProcurement%20Journey) website also provides further background.

The Fair Work First criteria, which the Council will apply to tendering, is listed below:

* Appropriate channels for effective voice, such as trade unions recognition;
* Investment in workforce development;
* No inappropriate use of zero hours contracts;
* Action to tackle gender pay gap and create a more diverse and inclusive workplace;
* Providing fair pay for workers (for example, the real living wage) for the duration of the contract;
* Supplier accredited as a Living Wage Employer
* Supplier commitment to the Scottish Business Pledge
* Offer flexible and family friendly working practice to all workers from day one of employment;
* Oppose the use of fire and re-hire practices; and
* Supplier commitment to publish a public statement, on their internet, of support for the principles of Fair Work First for their employees. The statement should be agreed jointly with an appropriate workplace representative in the suppliers organisation.

**FAIR WORK FIRST CRITERIA IN TENDERS**

The steps to including Fair Work First criteria in tenders and contracts is noted in the table below.

|  |  |  |
| --- | --- | --- |
| **Step** | **Focus Area** | **Requirement** |
| 1 | Contract Strategy | Highlight the FWF criteria to be included in the tender. See the standard FWF question attached at Appendix 1. |
| 2 | PCS-Tender Tender Templates | Include the FWF question in the tender template. |
| 3 | Tender Evaluation | Weightings included in tender will be scored by evaluation panel. See scoring methodology at Appendix 1. |
| 3 | Contract Award | Ensure that all agreed FWF criteria forms part of the contract. |
| 4 | Benefits Tracking | Record all agreed FWF criteria in the Benefits Tracking Spreadsheet. |

Those who bid for public contracts are expected to commit to adopting Fair Work First in their performance of the contract. The way in which each bidder adopts Fair Work First will differ on a case by case basis. As per SPPN4/2021 Fair Work First within regulated procurements will be reported through the Annual Procurement Report process.

6 June 2022

**APPENDIX 1**

**INFORMATION FOR TENDER DOCUMENTS**

West Lothian Council supports the creation of a fairer and more inclusive community which improves the lives of local people and tackles poverty. The Council supports the development of a positive and inclusive workplace environment and organisational culture where all employees have an effective voice, security of work, access to opportunities and are respected in the workplace.

As a Scottish Accredited Living Wage Employer we also encourage all employers within the area and those we contract with to pay the real Living Wage.

As part of the Councils commitment to the delivery of high quality contracts, we recognise that a workforce that is well-rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service. The Council has adopted Fair Work First criteria, which include:

* Appropriate channels for effective voice, such as trade unions recognition;
* Investment in workforce development;
* No inappropriate use of zero hours contracts;
* Action to tackle gender pay gap and create a more equal, diverse and inclusive workplace;
* Providing fair pay for workers (for example, the real living wage) for the duration of the contract;
* Supplier accredited as a Living Wage Employer
* Supplier commitment to the Scottish Business Pledge
* Offer flexible and family friendly working practice to all workers from day one of employment;
* Oppose the use of fire and re-hire practices; and
* Supplier commitment to publish a public statement, on their internet, of support for the principles of Fair Work First for their employees. The statement should be agreed jointly with an appropriate workplace representative in the suppliers organisation.

This is a description of the Councils focus on Fair Work First, it is not necessarily relevant to this specific contract. Suppliers must respond with their package of Fair Work practices that they consider to be relevant to the contract. In order to ensure the highest standards of service quality in this contract we expect contractors to take a positive approach to Fair Work practices as part of a fair and equitable employment and reward package.

**QUESTION**

Please describe how you will commit to Fair Work practices for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract. Good answers will reassure evaluators that your company takes a positive approach to Fair Work practices which will impact on the quality of the contract. The Fair Work measures your organisation, and any subcontractors, commit to, are those measures which are additional to your legal obligations as an employer and any requirements detailed in the specification.

This reassurance can include a variety of practices which demonstrate your approach to Fair Work and should be tangible and measurable examples that can be monitored and reported during contract management procedures.

The following links provide more information:

• [What is Fair Work?](https://www.gov.scot/binaries/content/documents/govscot/publications/advice-and-guidance/2018/07/fair-work-practices-in-procurement-toolkit/documents/information-sheets/0e815d45-79e2-4a26-a983-f3514a1351b7/0e815d45-79e2-4a26-a983-f3514a1351b7/govscot%3Adocument?inline=true)

• [What is the Real Living Wage?](https://www.gov.scot/binaries/content/documents/govscot/publications/advice-and-guidance/2018/07/fair-work-practices-in-procurement-toolkit/documents/information-sheets/6795f34b-5728-4533-a13f-b2bab922617f/6795f34b-5728-4533-a13f-b2bab922617f/govscot%3Adocument/3.%2BFair%2BWork%2B-%2BToolkit%2B-%2BInformation%2BSheet%2B-%2BWhat%2Bis%2Bthe%2Breal%2BLiving%2BWag....pdf)

• [What are Fair Work Practices?](https://www.gov.scot/binaries/content/documents/govscot/publications/advice-and-guidance/2018/07/fair-work-practices-in-procurement-toolkit/documents/information-sheets/5d705beb-3c35-4d75-88c7-875e59a3aafa/5d705beb-3c35-4d75-88c7-875e59a3aafa/govscot%3Adocument?inline=true)

**SCORING METHODOLOGY**

|  |  |  |  |
| --- | --- | --- | --- |
| **Scoring** | **Categorisation** | **Evaluation Description** | **Further info** |
| 0 | Failure to Respond | No response is provided to the question or a response is provided that is not relevant to the nature of the question or the Tenderer has confirmed that they will not promote Fair Work First practices in the delivery of this contract. | Either there is no response or the response mentions FWF but does not commit to any of the criteria. |
| 1 | Poor | Response is partially relevant however provides limited information in relation to commitment to promote Fair Work First practices in the delivery of this contract. | A poor response will make a commitment to the WLC FWF criteria but does not provide evidence or case studies of how they are meeting or will meet the commitments of the WLC FWF criteria. |
| 2 | Acceptable | Response is relevant, acceptable and whilst it broadly demonstrates the Tenderer’s commitment to promoting Fair Work First practices in the delivery of this contract, it lacks detail on how the requirement will be fulfilled in certain areas. | An acceptable response will provide a clear commitment on some of the WLC FWF requirements, along with evidence and/or case studies of how they are meeting and/or will meet the commitments of the WLC FWF criteria |
| 3 | Good | Response is relevant and provides good information in relation to the Tenderer’s commitment to promote Fair Work First practices in the delivery of this contract. The response is sufficiently detailed to demonstrate a good understanding of the impact of Fair Work First practices on the Quality of contract delivery and provides details on how these practices will be applied, monitored and refined during the contract. | A good response will provide a clear commitment on all of the WLC FWF requirements, along with evidence and/or case studies/examples of how they are meeting and/or will meet the commitments for the WLC FWF criteria. |
| 4 | Excellent | Response is completely relevant and excellent, overall and gives a comprehensive and unambiguous account of the Tenderer’s commitment to promote Fair Work First practice in the delivery of this contract. Response demonstrates an excellent understanding of the impact of Fair Work First practices on the Quality of contract delivery and is supported by evidence of how this commitment is embedded across the organisation, and how these practices will be applied, monitored and refined during the contract. Response may be supported by relevant case studies. | An excellent response will provide a clear commitment on each of the WLC FWF requirements, along with evidence to show how they are meeting each of the WLC FWF criteria.  |

**APPENDIX 6**

**WEST LOTHIAN COUNCIL PROCUREMENT PROCEDURE**

**FOR**

 **COMMUNITY BENEFITS IN PROCUREMENT**

**PURPOSE OF THIS PROCEDURE**

West Lothian Council is committed to maximising Community Benefit from its procurement activities. This will be achieved through the inclusion of specific clauses within procurement contracts.

Community Benefit clauses can be entered into contracts to deliver wider benefits in addition to the core purpose of the contract. These clauses can be used to build a range of economic, social or environmental conditions into the delivery of council contracts. Such social, economic and environmental benefits are hereinafter referred to as “Community Benefits”. The officer to whom the task of carrying out each procurement exercise is delegated is referred to as the “Procurement Professional”.

**LEGISLATIVE REQUIREMENT**

The Procurement Reform (Scotland) Act 2014, enacted by the Procurement (Scotland) Regulations 2016, requires Procurement Professionals to consider the inclusion of Community Benefits in the procurement process in certain circumstances. West Lothian Councils Standing Orders for the Regulation of Contracts (Standing Orders) requires Community Benefits to be considered for all formal tenders. This procedure provides guidance for Procurement Professionals within West Lothian Council to legally incorporate Community Benefits within the tendering process.

The Scottish Government has defined the following groupings for Community Benefits:

* Number of Jobs Filled by Priority Groups (Each contracting authority sets its own priority groups)
* Number of Apprenticeships Filled by Priority Groups
* Number of Work Placements for Priority Groups
* Number of Qualifications Achieved Through Training by Priority Groups
* Total Value of contracts sub-contracted to SMEs
* Total Value of contracts sub-contracted to Social Enterprises
* Total Value of contracts sub-contracted to Supported Businesses
* Other community benefit(s) fulfilled

This procedure outlines the council’s approach to incorporating Community Benefits. Community Benefit clauses secured in contracts must be recorded in the Benefits Tracking document, which can be found in Objective.

**IDENTIFYING COMMUNITY BENEFITS**

In accordance with Standing Orders, any contracts with an estimated aggregated purchase value of £50,000 for supplies or services and £250,000 for works, must be formally tendered. Procurement Professionals must consider the inclusion of Community Benefits on a case by case basis for contracts that are formally tendered.

Procurement Professionals will aim to obtain Community Benefits called off through Category A and Category B Frameworks where Community Benefits have been included in the tender process. Procurement Professionals will continue to work with the Scottish Government Procurement and Scotland Excel to incorporate Community Benefits into as many Category A and Category B contracts as possible.

Service areas lead on competitive processes for contracts of up to £49,999. There is no requirement to consider the inclusion of Community Benefits in contracts with an aggregated contract value of up to £49,999. However, non evaluated Community Benefits may be sought by the service area lead.

To maximise Community Benefits from its procurement activities, the following resources are available to guide Procurement Professionals in selecting the types of Community Benefits that could be included in contracts:

* a wish list, generated by Planning and Economic Development with input from West Lothian communities, is in place to increase the visibility of those areas in the local community where Community Benefits could enhance the local area. A link to the wish list should be included in all formal tenders where Community Benefits are to be submitted as part of a suppliers tender response.
* A [toolkit](https://www.citb.co.uk/media/bzibn1f2/community-benefits-toolkit-for-construction.pdf), developed by the Construction Industry Training Board (CITB), with a particular focus on Community Benefits for the construction industry.

Although, Community Benefits are driven by community requirements and what suppliers can commit to, as far as possible, Procurement Professionals should ensure that Community Benefits being considered are in line with at least one of the council’s Corporate Plan priorities and represent Best Value for the council.

**TRANSPARENCY AND NON DISCRIMINATION**

The principles of transparency and non-discrimination are critical to ensuring that Community Benefits are legally incorporated within the tendering process.

The council is committed to maximising Community Benefits from its procurement activities. However, taking into account the over-riding procurement principles of transparency and non-discrimination, West Lothian Council cannot specify that Community Benefits be delivered only within West Lothian. For example, Procurement Professionals cannot stipulate within tendering documentation that only West Lothian residents be employed or only West Lothian sub-contractors be utilised.

The aim of achieving Community Benefits as part of the council’s tendering processes must be made clear from the outset. Procurement Professionals should issue a Community Benefits statement within the Contract Notice indicating that the contract to be awarded may include provisions to achieve Community Benefits. A sample Contract Notice is provided in Appendix 1.

**KEY STEPS IN SECURING COMMUNITY BENEFITS IN CONTRACTS**

The decision to include Community Benefits as part of contract award criteria should be considered on a case by case basis. In some circumstances, the evaluation of Community Benefits proposals may not be appropriate. To satisfy the Sustainable Procurement Duty that procurement legislation places on the Council, the Contract Strategy must record that they have been considered along with the reason why they are not applicable.

When evaluating Community Benefits as part of the tendering process, Procurement Professionals should set a specific weighting for Community Benefits proposals within the defined contract award criteria (e.g. 10% Community Benefits). Further guidance regarding contract award criteria is detailed in Section 29 of the council’s Corporate Procurement Procedures and a scoring methodology is attached at Appendix 2.

In order for Community Benefits to be evaluated against objective criteria, Procurement Professionals should stipulate specific and quantifiable Community Benefits proposals within the tendering documentation. This will also ensure that performance against these proposals is measurable during contract monitoring post award. Where it is not possible to include community benefits in the award criteria, consideration should be given to including non evaluated community benefits. An example question is attached at Appendix 3.

Procurement Professionals may require to liaise with PEDR and/or Legal Services regarding the wording of Community Benefits within contract documentation depending on the complexity of the Community Benefit offered.

The steps to including Community Benefits criteria in tenders and contracts is noted in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Step** | **Focus Area** | **Requirement** | **Lead** |
| 1 | Contract Strategy | Highlight the Community criteria to be included in the tender. See the standard Community Benefit question attached at Appendix 1. | CPU |
| 2 | PCS-Tender Tender Templates | * Include the Community Benefit question in the tender template.
* Add the link to the wish list in the tender.
 | CPU |
| 3 | Tender Evaluation | Weightings included in tender will be scored by evaluation panel. See scoring methodology at Appendix 1. | CPU |
| 3 | Contract Award | Ensure that all agreed Community Benefit clauses form part of the contract. | CPU |
| 4 | Post tender - Benefits Tracking | Record all agreed Community Benefit clauses in the Benefits Tracking Spreadsheet. | CPU |
| 5 | Post tender reporting on Community Benefits secured | Report on community benefits secured to:* Procurement Board – Quarterly Report
* Bi Annual Report – Council Executive
* Annual Procurement Report – Scottish Government
 | CPU |
| 6 | Contract Management | Delivery of Community Benefits through delivery of KPIs. | Service Area |
| 7 | Post contract monitoring and reporting on Community benefits achieved | Monitor output and impact of Community Benefit | PEDR |

**MONITORING AND REPORTING**

Procurement Professionals must ensure that robust arrangements are in place within the tendered contract to enable monitoring of the Community Benefits element of the contract, post tender. The following monitoring information should be requested and included in the contract documentation:

* a single point of contact within the contracting organisation who will be responsible for ensuring the delivery of the Community Benefit proposal;
* a clear statement of the actual outputs to be monitored;
* the frequency of monitoring information arrangements;
* the format of monitoring information arrangements;
* a means of verifying the monitoring information.

Community Benefit clauses secured within regulated procurements will be reported to the Procurement Board on a quarterly basis, bi-annually to Council Executive and annually through the Annual Procurement Report to Scottish Government.

The approach that contract managers take to monitoring the Community Benefits requirements should be no less rigorous than that applied to other core elements of the contract. Without robust monitoring arrangements in place, the council will be unable to track progress or check whether the contractor has fulfilled any contractual obligations to deliver community benefits. Subsequently, the council may be open to legal challenge from bidders that were not awarded the contract if procedures are not in place to monitor the winning contractor’s performance on the Community Benefits element of the contract. The achievement and subsequent impact of secured community benefits will be reported through a corporate performance indicator (PI) in Pentana. CPU will collect data from Service areas to update the PI.

**APPENDIX 1**

**EXAMPLE WORDING FOR CONTRACT NOTICE**

“West Lothian Council is committed to maximising Community Benefits from its procurement activities. Under this procurement, the contractor, and its supply chain, will be required to support the authority’s economic, social and environmental objectives relating to participation in skills development, training and employment initiatives and other added value contributions. Accordingly, contract performance conditions may relate in particular to social, economic and environmental considerations.”

**APPENDIX 2**

**SCORING METHODOLOGY**

|  |  |  |  |
| --- | --- | --- | --- |
| **Scoring** | **Categorisation** | **Evaluation Description** | **Further info** |
| 0 | Failure to Respond | No response is provided to the question or a response is provided that is not relevant to the nature of the question or the Tenderer has confirmed that they will not provide community benefits in the delivery of this contract. | Either there is no response or the response mentions community benefit but does not commit to providing community benefits. |
| 1 | Poor | Response is partially relevant however provides limited information in relation to commitment to provide community benefit in the delivery of this contract. | A poor response will make a commitment to community benefits but does not offer any community benefits. |
| 2 | Acceptable | Response is relevant, acceptable and whilst it broadly demonstrates the Tenderer’s commitment to promoting Fair Work First practices in the delivery of this contract, it lacks detail on how the requirement will be fulfilled in certain areas. | An acceptable response will provide a commitment on community benefit, provide and offers of community benefit clauses and limited evidence of how they will be achieved. |
| 3 | Good | Response is relevant and provides good information in relation to the Tenderer’s commitment to promote Fair Work First practices in the delivery of this contract. The response is sufficiently detailed to demonstrate a good understanding of the impact of Fair Work First practices on the Quality of contract delivery and provides details on how these practices will be applied, monitored and refined during the contract. | A good response will provide a clear commitment on community benefit, provide an offer of community benefit clauses and some evidence of how they will be achieved. |
| 4 | Excellent | Response is completely relevant and excellent, overall and gives a comprehensive and unambiguous account of the Tenderer’s commitment to promote Fair Work First practice in the delivery of this contract. Response demonstrates an excellent understanding of the impact of Fair Work First practices on the Quality of contract delivery and is supported by evidence of how this commitment is embedded across the organisation, and how these practices will be applied, monitored and refined during the contract. Response may be supported by relevant case studies. | An excellent response will provide a clear commitment on community benefits, provide an offer of community benefit clauses and evidence to show how they will be achieved.  |

**APPENDIX 3**

**COMMUNITY BENEFIT QUESTION FOR TENDER**

West Lothian Council is committed to maximising Community Benefits from its procurement activities in order to build economic, social or environmental conditions into the delivery of council contracts.

In the Tender Submission, the bidder will be required to detail any social, economic and environmental benefits associated with contract performance during the contract term in the event of their appointment, in particular, within any of the following areas:

(Or for frameworks – delete as applicable)

In the Tender Submission, bidders will be required to detail any social, economic and environmental benefits associated with contract performance during the contract term in the event of their being appointed to the Framework and winning a service package or packages, in particular within any of the following areas:

|  |  |
| --- | --- |
| **Social Benefits** | e.g. jobs, work experience, training, apprenticeships and mentoring. |
| **Economic Benefits** | e.g. use of Small, Medium Enterprises, promotion of opportunities to Social Enterprises and the Voluntary Sector, community consultation, young person engagement, and community sponsorship. |
| **Environmental Benefits** | e.g. public art projects, community improvement projects, resources for community environmental initiatives and physical infrastructure. |

Such social, economic and environmental benefits are hereinafter referred to as “Community Benefits”. Bidders may refer to the West Lothian Council **Community Benefit Wish List** and choose from a range of community benefits that have been proposed for consideration by the West Lothian Community.

If there will be no Community Benefits, the bidder should state this in the submission. If there will be Community Benefits, the Tender Submission should include a methodology/plan/statement as to how this will be delivered.

The information included in the Tender Submission in terms of this clause is hereinafter referred to as the “Community Benefits Information”.

Under this procurement exercise, the Community Benefits Information will in no way be scored/evaluated/taken into account beyond the requirement that the Community Benefits Information is included in the bidder's Tender Submission.

While the Community Benefits Information will in no way be scored/evaluated/taken into account beyond the requirement that it is included in the bidder’s Tender Submission, if the Community Benefits Information contains any Community Benefits, these will be accepted by the Authority via the contract variation process and will be enforceable as part of the contract. Accordingly, where a contract is awarded to a bidder whose Tender Submission included Community Benefits, the bidder will be required to deliver those Community Benefits as part of the contract.

**APPENDIX 7**

**Category Sustainability Test Summary Document**

|  |  |
| --- | --- |
| **1.0** | **Overview** |
| **This summary document should be completed in the event that one Sustainability Test is being used to cover a range of multiple procurement exercises that are of a similar nature.****Procurement Officers are required to provide details of the types of procurement covered by this Summary sustainability test.****Note: any category test document must be approved prior to including in a contract strategy.** |

|  |  |
| --- | --- |
| **1.** | **Category Details** |
| **Category Title** | (add title of contract / category title) |
| **Created By (CPU)** | (add CPU lead) |
| **Link to Sustainability Test (SG website)** | (add link to sustainability test) |
| **Date Created** | (xx/xx/xxxx) |

|  |  |
| --- | --- |
| **2.0** | **Sustainability Test Summary** |
| Procurement Officers are required to provide a summary to confirm reasoning for using one sustainability test for a number of procurement exercises. |
| **2.1** | **Description** |
| description of the procurement exercise(s) covered by this sustainability test |
| **2.2** | **Explanation** |
| **2.1****De**explanation as to why one test is being carried out for a number of procurement exercise |
| **2.3** | **Summary** |
| summary of sustainability test outcomes |

|  |  |
| --- | --- |
| **3.1** | **Sign Off** |
| **Sign off is required for all category Sustainability Test Summary Documents.** |
| **Signed by Procurement Lead** |  |
| **Print Name** |  |
| **Date** |  |
| **Signed by Procurement Business Partner** |  |
| **Print Name** |  |
| **Date** |  |
| **Signed by Procurement Manager** |  |
| **Date** |  |

**APPENDIX 8**

**West Lothian Council**

**Declaration of Interest Document (Pre-Tender) - Individual**

This Declaration document should be completed by those who will be involved in the tender process, in the event of there being an existing conflict or potential conflict of interest, prior to beginning any Procurement Exercise.

Completed Declaration forms must be held by the Service Area for audit purposes.

**Quick Quote Title**: <insert Contract Title>

**Contract Reference:** <insert CC number>

**DECLARATION OF INTEREST STATEMENT**

I would like to declare the following existing/potential conflict of interest situation arising from the discharge of my duties concerning the procurement exercise, or contract management of:

(Insert contract Name & Reference)

a). Persons / companies with whom/which I have official dealings and/or private interests:

(insert relevant details)

b). Brief description of my duties which involve or may involve the persons/companies mentioned in item (a) above:

(insert relevant details)

Signed : Print Name:

Position : Date:

**NB. Any false statement could jeopardise the validity of your evaluation and subsequent contract award.**

**APPENDIX 9**

**West Lothian Council**

**Declaration of No Conflict of Interest Document (Pre-Evaluation) - Individual**

This Declaration document should be completed prior to the commencement of the evaluation of any bids received by every member of the Evaluation Team, prior to the opening of any bids.

Completed Declaration forms must be held by the Service Area for audit purposes.

**Quick Quote Title**: <insert Contract Title>

**Contract Reference:** <insert CC number>

**DECLARATION OF NO CONFLICT OF INTEREST**

I hereby declare that I have no association, relationship, or any other interest, other than a normal arms length business dealing that could potentially influence my judgement, scoring or evaluation of the tenders submitted and listed below:

* X
* Y
* Z

Signed : \_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NB. Any false statement could jeopardise the validity of your evaluation and subsequent contract award.**

**APPENDIX 10**

**Declaration of Interest Document (Pre-Tender) - Consultant**

This Declaration document should be completed by those who will be involved in the tender process, in the event of there being an existing conflict or potential conflict of interest, prior to beginning any Procurement Exercise.

Completed Declaration forms must be held by the Service Area for audit purposes.

**Quick Quote Title**: <insert Contract Title>

**Contract Reference:** <insert CC number>



**APPENDIX 11**

**Declaration of No Conflict of Interest Document (Pre-Evaluation) - Individual**

This Declaration document should be completed prior to the commencement of the evaluation of any bids received by every member of the Evaluation Team, prior to the opening of any bids.

Completed Declaration forms must be held by the Service Area for audit purposes.

**Quick Quote Title**: <insert Contract Title>

**Contract Reference:** <insert CC number>



**APPENDIX 12**

**Electronic signatures**

**What is an electronic signature?**

An electronic signature simply means that some data in electronic form has been ‘used’ by a person to sign, or otherwise signify agreement or consent as an equivalent to a signature. When you check the ‘I agree’ or ‘Submit’ box in an online form, or when you paste a copy of your handwritten signature into a PDF document, you are signing a contract electronically.

Not all electronic signatures are equal, and in commerce and business dealings, if you want to use an electronic signature, it needs to be understood that different types of signature have different effects. The only type of electronic signature which can currently be used in West Lothian Council is “simple” electronic signature.

In Scots law, the majority of documents can be validly signed using a simple electronic signature.   However, there are issues around the security and reliability of a simple electronic signature.

**Simple electronic signatures**

In basic terms, an electronic signature is data in electronic form that is attached to or ‘logically associated’ (i.e. electronically connected) with other data in electronic form, and which is used by the signatory to sign. Simple electronic signatures are the ones most commonly encountered, such as scanned manuscript signatures; using a finger or stylus to sign on a screen; clicking on an onscreen button such as ‘I agree’ or ‘Submit’; and using a PIN with your bank card.

There are other types of simple electronic signature that are more sophisticated and therefore of greater reliability, but due to the inability to be able to link them with the actual signatory, they are still in the category of simple electronic signatures. Typical examples are the type of electronic signature that uses a signing platform such as Adobe Sign® or DocuSign®.

A practical disadvantage of most commercially available electronic signatures is that it is not possible for any third party to interrogate the signature directly, to establish whether the person who purported to sign the document was the person who signed. Therefore, although simple electronic signatures are perfectly valid, the level of reliance that can be placed on them is potentially problematic depending on how the signature is created.

**Electronic ‘witnessing’**

There is no equivalent ‘witnessing’ in the electronic world. This is a common misconception.

**Steps to take when signing documents with a simple electronic signature**

The first consideration is whether the document needs to be signed at all. Some documents, particularly informal ones and correspondence, may not require a signature.

The second consideration is whether the document can be signed using a simple electronic signature.  If the document is of a type that needs to be in writing then a simple electronic signature will not be possible.

If the document requires a signature and a simple electronic signature is proposed you should consider the following steps:

**Conduct a risk assessment:** What is the value of the transaction on which the signature depends? How likely is it that the signatory may dispute their signature, or intention to be bound? What would be the impact of such a dispute?

**Obtain and keep supporting evidence:** A simple electronic signature has no self-proving status, and if challenged, its validity will depend on the circumstances of application and intention.

Always ensure you have supporting evidence of the signatory’s intention to be bound by the document. This supporting evidence would include, e.g. an email trail confirming intention to be bound; a note of a telephone call from a signatory confirming they have signed; and a certificate issued by an e-signing platform.

**Facsimile signatures:** Protect your signature from tampering or unauthorised use by securely storing it e.g. in a private personal folder on your computer, so that only you have access to it.

**Signing platforms:** To assist in verification of your or a third party's signature on an e-signing platform, request a certificate from the platform provider, which can be downloaded and saved. For example, DocuSign provides a certificate setting out details about the signing process including who signed the document, when and from which IP address.

While the certificate provides some reassurance as to the identity of the signatory, it is not foolproof against tampering, fraud or unauthorised application of the e-signature. You should seek separate independent confirmation from the signatories that they applied their own signature and intend to be bound.

**APPENDIX 13**



**Tender Outcome Report**

**For**

**Contract – [Title]**

**Contract Reference**

**CC[XXXX]**

**Contract Period:**

**From XXXX to XXXX**

**with up to XX months optional extension available (where applicable)**

|  |  |
| --- | --- |
| **1.0** | **Summary of Process to Date** |
| Provide a summary of the tender process, including the tender timescales, how many bids were received and any other relevant information. Insert a screenshot of the opening status of the envelopes if carried out on PCS-Tender. |

|  |  |
| --- | --- |
| **2.0** | **Decisions for any Supplier Disqualification** |
| Provide details in the event of any supplier having been disqualified from the tender process. |

|  |  |
| --- | --- |
| **3.0** | **Recommendation for Award** |
| Provide your recommendation for award based on the outcome of the tender process, detailing the evaluation outcome in the relevant sections below. |

|  |  |
| --- | --- |
| **4.1** | **Selection Stage Outcome** |
| Provide details of the outcome of the selection stage of the tender process (ESPD / SPD). |

|  |  |
| --- | --- |
| **4.2** | **Technical and Commercial Evaluation** |
| Provide details of the outcome of the Technical and Commercial Evaluations of the Tender process.Insert link, or embedded file |

|  |  |
| --- | --- |
| **5.0** | **Clarifications** |
| Provide details of any clarifications conducted during the evaluation process. |

|  |  |
| --- | --- |
| **6.0** | **Benefits & Savings as a Result of Tender Award** |
| Provide details of any benefits and / or savings as a result of the proposed tender award. |

|  |  |
| --- | --- |
| **7.0** | **Risks** |
| Provide details of any risks that are present and any mitigation plans to counter these risks.Insert link, or embedded file |

|  |  |
| --- | --- |
| **8.0** | **Sustainability Considerations** |
| **Environmental Factors/life cycle costing factors incorporated in the contract** |  |
| **Social Factors incorporated in the Contract** |  |
| **KPIs for Net Zero emissions 2045 target incorporated in the contract?** |  |
| [**Circular Economy**](https://www.zerowastescotland.org.uk/circular-economy/what-it-is) **incorporated in the contract?** |   |
| **Economic Factors incorporated in the contract?** |  |
| **KPIs for Community Benefits secured in the contract for delivery?** |  |

|  |  |
| --- | --- |
| **9.0** | **Community Benefits Considerations** |
| What Community Benefits have been offered as part of the proposed winning bid? |

|  |  |
| --- | --- |
| **10.0** | **Cyber Security Considerations** |
| Are there any cyber security risks or issues that have become apparent as a result of the tendering process?  |

|  |  |
| --- | --- |
| **11.0** | **Data Security Considerations** |
| Are there any data security risks or issues that have become apparent as a result of the tendering process?  |

|  |  |
| --- | --- |
| **12.0** | **Physical Security Considerations** |
| Are there any physical security risks or issues that have become apparent as a result of the tendering process?  |

|  |  |
| --- | --- |
| **13.0** | **Outcome of Police Checks** |
| Are there any cyber security risks or issues that have become apparent as a result of the tendering process?  |

|  |  |
| --- | --- |
| **14** | **Prompt Payment**  |
| Does the contract include the prompt payment KPI, “Percentage of sub-contractors paid within 30 days of receipt of a valid invoice”?  |

|  |  |
| --- | --- |
| **15** | **Fair Work First** |
| **Which Fair Work First Criteria have been secured in the contract?** |
| Appropriate channels for effective voice, such as trade unions recognition; |  |
| Investment in workforce development; |  |
| No inappropriate use of zero hours contracts; |  |
| Action to tackle gender pay gap and create a more diverse and inclusive workplace; |  |
| Providing fair pay for workers (for example, the real living wage); |  |
| Offer flexible and family friendly working practice to all workers from day one of employment; and/or |  |
| Oppose the use of fire and re-hire practices |  |
| Has the supplier published a public statement of support for the principles of Fair Work First for their employees. The statement should be agreed jointly with an appropriate workplace representative in the suppliers organisation. |  |

|  |  |
| --- | --- |
| **16.0** | **Conflict of Interests** |
| Are there any conflicts of interest that have become apparent as a result of the tendering process?  |

|  |  |
| --- | --- |
| **17.0** | **Tender Outcome** |
| Detail how the tender outcome will meet the requirements that were laid out in the Contract Strategy document. |

|  |  |
| --- | --- |
| **18.0** | **Lessons Learned** |
| Are there lessons learned for future tenders and/or processes and procedures etc? |

|  |  |
| --- | --- |
| **19.0** | **Approval** |
| **Signed by Procurement Lead** | *Signature* | *Date* |
| **Signed by Service Area Lead** | *Signature* | *Date* |
| **Signed by Procurement Business Partner (all contract values)** | *signature* | *Date* |
| **Signed by Procurement Manager for contract of £500,000 and above** | *Signature* | *Date* |

**APPENDIX 14**

# Contract Extension Business Case Template (£5,000 and above)

|  |  |
| --- | --- |
| **CC Reference** |  |
| **Contract Title** |  |
| **Supplier Name** |  |
| **Contract Start Date** |  |
| **Original Contract Start Date** |  |
| **Original Contract End Date (including extensions)** |  |
| **Other previously approved extensions (please indicate start date, end date, value and/or change of scope/specification)** |  |
| **Description of Proposed modification to contract** |  |
| **Reason for proposed modification to contract** |  |
| **Original Annual Value** | £ |
| **Actual Annual Value** | £ |
| **Proposed Extension start date** |  |
| **Proposed Extension end date** |  |
| **Value of Proposed Extension** | £ |
| **Change of scope/specification** |  |

|  |  |  |
| --- | --- | --- |
| **Service Lead** |  | **Date:** |
| **Head of Service** |  | **Date:** |
| **Category Manager Signature** |  | **Date:** |
| **Procurement Manager Signature** |  | **Date:** |
| **Responsible Officer Signature:** |  | **Date:** |

**Appendix 15**

# Contract Extension Business Case Template (£4,999 and below)

|  |  |
| --- | --- |
| **CC Reference** |  |
| **Contract Title** |  |
| **Supplier Name** |  |
| **Contract Start Date** |  |
| **Original Contract Start Date** |  |
| **Original Contract End Date (including extensions)** |  |
| **Other previously approved extensions (please indicate start date, end date, value and/or change of scope/specification)** |  |
| **Description of Proposed modification to contract** |  |
| **Reason for proposed modification to contract** |  |
| **Original Annual Value** | £ |
| **Actual Annual Value** | £ |
| **Proposed Extension start date** |  |
| **Proposed Extension end date** |  |
| **Value of Proposed Extension** | £ |
| **Change of scope/specification** |  |

|  |  |  |
| --- | --- | --- |
| **Service Lead** |  | **Date:** |
| **Head of Service** |  | **Date:** |

**APPENDIX 16**

|  |
| --- |
| **APPLICATION FOR THE USE OF CONSULTANCY SERVICES\*** |

|  |
| --- |
| **COUNCIL SERVICE AREA MAKING REQUEST** |
|  |
| **SERVICE AREA LEAD** |
|  |
| **CAN SERVICE BE PROVIDED IN-HOUSE?** |
| Yes / No |
| **IF NO, PLEASE PROVIDE REASONS WHY CONSULTANCY IS REQUIRED** |
|  |
| **HIGH LEVEL SUMMARY OF CONSULTANCY REQUIREMENT****Consultants will provide professional advice, guidance or support to facilitate\*\*:*** **the resolution of a particular issue or matter**
* **the delivery of a particular project, strategy or service**
* **guidance on how to resolve a matter or issue regarding delivery of a project, strategy or service**
 |
|  |
| **PROPOSED OUTCOME OF CONSULTANCY**  |
|  |
| **DETAILS ON HOW THE CONSULTANCY SERVICE WILL BE PROCURED** |
|  |
| **FINANCIAL INFORMATION ON CONSULTANCY** |
| Service area and unit |  |
| Cost centre | 420700 /  |
| Available budget |  |
| One off or recurring spend |  |
| Total cost of consultancy service |  |

|  |
| --- |
| **HEAD OF SERVICE APPROVAL FOR APPLICATION** |
| I confirm that I authorise spend of £……………… for …………………… …………………………………………………………………………consultancy services. |
| Head of Service name: (please PRINT):  |
| Signature: | Date: |

|  |
| --- |
| **CORPORATE FINANCE MANAGER VERIFICATION OF APPLICATION** |
| I confirm that the budget information provided is accurate for the above use of consultancy services. |
| Signature: | Date:  |
| **CHIEF EXECUTIVE APPROVAL FOR APPLICATION** |
| I confirm that I authorise the above use of consultancy services. |
| Chief Executive / Depute Chief Executive name(please PRINT):  |
| Signature: | Date:  |

\*Following approval to use consultants, consideration must be given to utilising the Scottish Procurement Business Management Consultancy Contract, details of which can be found at <http://www.scotland.gov.uk/Topics/Government/Procurement/directory/ProfessionalServices/BusMgtCons>

**\*\***Examples include:

* IT – Advice on strategy to meet the councils IT hardware needs
* HR – Advice on equality impact of adjustments to the councils salary structure
* Finance – advice on financial inclusion
* Areas that fall outside the scope of this approval route include:

\*\*Engagement of agency staff

* Contracts of employment of staff on permanent or fixed term contracts
* Engagement of supply teachers
* Specific consultancy services required to deliver the capital programme (i.e. consultant architect, quantity surveyor or engineer) and also charged to capital subjective codes