



SESTRAN GOVERNANCE SCHEME

Document Version Control – Governance Scheme

Date	Author	Version	Status	Reason for Change
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Introduction

The SEStran Governance Scheme collects together the key documents which form the basis for South East Scotland Transport Partnership's (SEStran's) decision making. It is made up of the following documents:

Part 1: Standing Orders

Meetings of the Partnership and its committees should be conducted in line with its standing orders, which are procedural rules covering such issues as who chairs the meeting, how debate is conducted, and how votes are taken.

Part 2: List of Committee Powers

Whilst some SEStran's decisions need to be taken by the Partnership Board, i.e. a meeting of all its Members, others are delegated to specific committees. This document sets out the framework for decision making by the Partnership and its committees.

Part 3: List of Officer Powers

Whilst major issues of policy and strategy are decided by Members at the Board or elsewhere in the committee framework, many day to day decisions are left to officers. This document sets out the type of decisions which officers can take, and what consultation they should carry out before doing so.

Part 4: Financial Rules

This document covers the essential rules by which SEStran deals with its financial affairs, often in line with recommendations from Audit Scotland.

Part 5: Contract Standing Orders

In its day to day operation, the SEStran enters into many contracts for goods, services and supplies with others. This document sets out the rules by which SEStran tenders for such contracts in line with procurement law.

Part 6: Corporate Procurement Policy

The Corporate Procurement Policy builds on the framework set out by the Contract Standing Orders and ensures that SEStran procures goods and services in a transparent, equality-focused manner.



**Standing Orders of
The South-East of Scotland Transport
Partnership**

As amended August 2017

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Document Version Control – Standing Orders

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Definitions

1. In these Standing Orders the following words and expressions have the following meanings:

"1973 Act" means the Local Government (Scotland) Act 1973 as amended;

"The 2005 Act" means the Transport (Scotland) Act 2005;

"The 2005 Order" means the Regional Transport Partnerships (Establishment, Constitution and Membership) (Scotland) Order 2005;

"constituent council" means constituent local authority as listed in paragraph 4;

"The Partnership" means the South-East of Scotland Transport Partnership;

"Chairperson" means the Chairperson of the South-East of Scotland Transport Partnership;

"Deputy Chairperson" means any deputy chairperson of the South-East of Scotland Transport Partnership;

"Partnership Director" means the officer appointed as Partnership Director by the Partnership and the "Treasurer", "Secretary", "Solicitor", and "Estates Functions Officer" similarly refer to officers as appointed by the Partnership; "appropriate officer", as contained in these Standing Orders refers to any of the appointed officers of the Partnership;

"councillor member" in reference to the Partnership means a member appointed by the constituent councils, that is the City of Edinburgh, Clackmannanshire, East Lothian, Falkirk, Fife, Midlothian, Scottish Borders and West Lothian Councils.

"non-councillor member" means a member not appointed as a councillor member, that is to say, a member appointed by the Scottish Ministers in the first year of operation of the Partnership, and thereafter by the Partnership with the approval of the Scottish Ministers.

"working day" means any day which is not a Saturday, a Sunday, or a public holiday in any part of the area for which the Partnership is responsible.

"Governance Scheme" means the suite of governance documents for SEStran from time to time in force of which these standing orders form part, including the List of Committee Powers, List of Officer Powers, Financial Rules, Contract Standing Orders, and any other documents which the Partnership deems necessary for the proper governance of the organisation.

2. Applying the Interpretation Act

The Interpretation Act 1978 applies to these Standing Orders in the same way as it applies to an Act of Parliament.

3. Commencement

These Standing Orders will apply from 22nd September, 2017. They shall constitute the Standing Orders of the Partnership under paragraph 6(5) of Schedule 2 of the 2005 Order, until otherwise amended or revoked.

4. The Partnership - Constitution

The Partnership was established under the 2005 Act and the 2005 Order which came into effect on 1 December 2005. The Order specifies the functions of the Partnership and its powers.

The Partnership is constituted under section 1(1) of the 2005 Act and comprises (Firstly) representatives of the constituent councils, as follows:-

Council	Member	Weighting of votes
The City of Edinburgh Council	5 members	2x
Clackmannanshire Council	2 members	1x
East Lothian Council	2 members	1x
Falkirk Council	2 members	2x
Fife Council	3 members	2x
Midlothian Council	2 members	1x
Scottish Borders Council	2 members	1x
West Lothian Council	2 members	2x

and (Secondly), between 7 and 9 other members.

5. Appointment of Members and Other Membership Arrangements

The provisions of paragraphs 1 and 2 of Schedule 2 of the 2005 Order are set out below at paragraph 6 and shall be held to be incorporated into these Standing Orders, subject always to:-

- a) such amendments, deletions or additions as may be made to the relevant part of the 2005 Order from time to time
- b) such minor amendments made herein for cross-referencing purposes, and
- c) such additional provisions as are set out in these Standing Orders insofar as the same do not contradict the requirements of the 2005 Order.

6. Appointment of members and other matters

6.1./

6.1 Appointment of Members

- (1) The Partnership shall have the number of councillor members appointed by and from each constituent council of the Partnership specified in Paragraph 4 of these Standing Orders opposite the name of that council (as shown in the second column).
- (2) The Partnership shall have such number of other members as they consider appropriate within the range specified in Paragraph 4, and each such member shall be appointed in accordance with sub paragraphs (3) and (4) below.
- (3) During the period ending with the holding of the poll at ordinary elections for councillors in 2007, each such other member shall be appointed by the Scottish Ministers.
- (4) After the period mentioned in sub paragraph (3), each such other member shall be appointed by the Partnership, subject to the consent of the Scottish Ministers, in line with the policies from time to time in force, including those related to equality of opportunity.
- (5) The Partnership and the Scottish Ministers may each appoint such number of observers as they consider appropriate to the Partnership.
- (6) Observers may participate in proceedings of the Partnership in the same manner as councillor members and other members but may not hold office in it or participate in its decisions.
- (7) A person shall be disqualified from being appointed as a member or observer of the Partnership if that person is an employee of the Partnership.
- (8) Subject to sub paragraph (9) below, each constituent council of the Partnership shall:-
 - (a) at the first meeting of that council taking place after each ordinary election appoint as councillor members of the Partnership the number of persons specified in Paragraph 4 in respect of that constituent council; and
 - (b) on a vacancy occurring due to a person appointed by that council ceasing to be a member of the Partnership in the circumstances described in paragraph 6.2(2) to (6) below, appoint another person in that person's place unless the council, having regard to the length of time until the next ordinary election, consider it unnecessary to do so.
- (9)/

- (9) The first appointment of councillor members of the Partnership established under this Order shall be made by each constituent council as soon as is practicable after the coming into force of this Order and at the latest by a month after the coming into force of this Order.
- (10) As soon as possible after making the first appointment of councillor members each constituent council of the Partnership shall intimate in writing to the Secretary, the names of those persons appointed.
- (11) Each constituent council may appoint persons as substitute councillor members to attend meetings of the Partnership, or of any of its committees or sub committees, in the absence of any councillor members appointed to the Partnership by that council, and where any such substitute councillor members are appointed:-
 - (a) only one substitute councillor member may attend in place of a councillor member who is absent; and
 - (b) the substitute councillor member shall have the same powers as the councillor member who is absent.
- (12) Any person appointed as a councillor member, or substitute councillor member, of the Partnership must be a councillor for the area of the constituent council making the appointment.
- (13) A constituent council shall intimate in writing to the Secretary of the Partnership:-
 - (a) as soon as possible after appointing any person as a councillor member or substitute councillor member of the Partnership, the name of that person; and
 - (b) as soon as possible after a vacancy has occurred due to a person appointed by that council ceasing to be a councillor member or substitute councillor member of the Partnership in the circumstances described in paragraph 6.2(2) or (4) below, the name of that person.
- (14) The proceedings of the Partnership shall not be invalidated by any vacancy or vacancies among its members or by any defects in the method of appointment of any of its members.

Duration and termination of membership

- 6.2.** (1) Subject to sub paragraphs (2) to (6) below, any person appointed by a constituent council as a councillor member of the Partnership shall hold office until the first meeting of that council held after the next ordinary election following the date of that member's appointment.

- (2) If, prior to the next ordinary election following the date of the member's appointment, a councillor member of the Partnership ceases to be a councillor for the area of the constituent council which appointed the member, the member shall immediately cease to be a member of the Partnership.
- (3) A councillor member of the Partnership may resign their membership at any time by written intimation to that effect to:-
 - (a) the Secretary of the Partnership; and
 - (b) the constituent council which appointed the councillor member.
- (4) A constituent council may at any time terminate the membership of any person appointed by them as a councillor member of the Partnership if, immediately prior to this, the constituent council provides an explanation for the termination by written intimation to the Secretary of the Partnership, the Chairperson of the Partnership and that councillor member.
- (5) The Chairperson of the Partnership, following a vote to that effect by the Partnership, may write to a constituent council and request that the council terminates the membership of a councillor member.
- (6) Where the Chairperson of the Partnership writes to a constituent council in terms of sub paragraph (5) above, such a request shall not be refused unreasonably by the constituent council.
- (7) Subject to sub paragraphs (8) to (9) below, other members and observers appointed by the Partnership, or the Scottish Ministers as the case may be, shall hold office for a period of 4 years following the date of their appointment unless otherwise specified at the time of their appointment.
- (8) Other members of the Partnership and observers may resign their membership at any time by written intimation to that effect to the Secretary of the Partnership.
- (9) The Partnership may remove other members from office or observers if it is satisfied that:-
 - (a) the other member's or observer's estate has been sequestrated or the other member or observer has been adjudged bankrupt, has made an arrangement with creditors or has granted a trust deed for creditors or a composition contract; or
 - (b)/

- (b) the other member or observer:-
 - (i) is incapacitated by physical or mental illness;
 - (ii) has been absent from meetings of the Partnership for a period exceeding whichever is the longer of (a) three consecutive months or (b) two consecutive meetings of the full Partnership, such period starting from the date of any meeting, without the permission of the Partnership; or
 - (iii) is otherwise unable or unfit to discharge the member's functions as a member or is unsuitable to continue as an other member or observer.

Voting arrangements of Partnerships

- 6.3.** (1) Where any decision of the Partnership is to be determined by a vote, each councillor member of the Partnership has a single vote and may vote on all matters.
- (2) Non-councillor members may vote on all matters with the exception of
- (a) questions arising under s.3(2)(a) of the 2005 Act, or on whether or not to make a request for the making of an order under s.10(1) of that Act, or any other matter excluded by law ;
 - (b) those matters which would require expenditure outwith the Partnership's existing, approved budget;
- declaring that, in interpreting such exclusions, they will be so interpreted so as to give non-councillor members as full participation in decision-making as practicable.
- (3) Subject to sub paragraphs (4) and (5) below, where any decision of the Partnership is to be determined by a vote, it shall be determined by a simple majority of the votes cast.
- (4)/ Each councillor member of each constituent council within the Partnership shall have their vote weighted by making it count as one, two, three or four votes as specified in the third column of Paragraph 4.
- (5) The Partnership may determine by a two-thirds majority of the votes cast, subject to sub paragraph (4) above, to amend these Standing Orders to require that certain specified decisions be determined by a two thirds majority of the votes cast.

Chairpersons/

Chairpersons and Deputy Chairpersons

- 6.4.** (1) The Partnership shall appoint from its membership a Chairperson and such number of Deputy Chairpersons as they consider appropriate. The Chairperson and Deputy Chairpersons shall each be from different Councils.
- (2) Subject to sub paragraph (3) below, the Chairperson and Deputy Chairpersons of the Partnership shall each hold office for a period to be determined by the Partnership not exceeding two full council terms.
- (3) If, prior to the end of their period of appointment, a Chairperson or Deputy Chairperson of the Partnership ceases to be a member of the Partnership, they shall immediately cease to hold office.
- (4) The Chairperson, or in the Chairperson's absence a Deputy Chairperson, shall preside at all meetings of the Partnership, but where both the Chairperson and all Deputy Chairpersons are absent from any meeting the members present shall appoint a Chairperson for that meeting.
- (5) In the event of an equality of votes at a meeting, the Chairperson of that meeting shall, subject to sub paragraph (6) below, have a casting vote as well as a deliberative vote.
- (6) Where there is an equality of votes at a meeting and the matter which is the subject of the vote relates to the appointment of a member of the Partnership to any particular office, committee or sub committee of the Partnership, the decision shall be by lot. Reference is also made to paragraph 28 on method of voting

Secretary of Partnership

- 6.5.** The Partnership shall appoint a Secretary, a Treasurer, an Estates Functions Officer and a solicitor any of whom may also be an officer of one of the constituent councils.

Meetings and quorum

- 6.6.** (1) The first meeting of the Partnership shall be held as soon as is practicable after the Partnership is established, and the Chief Executive or equivalent position of City of Edinburgh Council shall be responsible for its arrangement.
- (2) Subject to sub paragraph (1) above, the Partnership shall hold such meetings as it shall consider necessary for it to carry out its functions at such place or places as it may from time to time fix. Reference is made to paragraphs 8 to 40 for further provisions relating to meetings.
- (3)/

- (3) The secretary of the Partnership shall send copies of the minutes of all its meetings to each of the constituent councils for their information. Reference is made to paragraphs 21 and 22 for further provisions relating to minutes of meetings.
- (4) At a meeting of the Partnership one third of all members of the Partnership is a quorum.
- (5) If, at any time during a meeting, a question arises on whether there is a quorum, the Chairperson shall instruct a count of the members who are present. If a quorum of members is not present, then the meeting shall be adjourned to a time and date decided by the Chairperson.
- (6) If less than a quorum of members is entitled to vote on an item because of declarations of interest, then that item cannot be dealt with at that meeting.
- (7) For the avoidance of doubt, Members will be entitled by remote means such as teleconferencing or videoconferencing as long as arrangements can be made to ensure that effective communication between Members attending in this way and the rest of the meeting can be implemented.
- (8) In all matters connected with Board or committee meetings, every effort shall be made to ensure that all members can fully participate in the meeting, and that all issues relating to equality are addressed and reasonable adjustments made to existing procedures where possible.

Committees and Sub committees

- 6.7.** (1) The Partnership may appoint from its membership such committees or sub committees as it may from time to time consider necessary or desirable and may refer to any such committee or sub committee such matters as the Partnership may from time to time specify.
- (2) The Partnership may delegate any of its functions to any committee established by the Partnership. Further reference is made to the provisions on delegation set out at paragraphs 31 and 32.

Meetings

Arrangement of Meetings

- 7.** All meetings of the Partnership and its committees will be called and arranged in accordance with the 1973 Act, as amended by inter alia the 2005 Act and the 2005 Order.

Special Meetings

8. A special meeting of the Partnership may be called at any time by: -
- the Chairperson requesting the Secretary to do so, or
 - a written requisition, signed by at least one quarter of the members, and specifying the business to be transacted at the meeting. In such case, the meeting is to be held within 14 days of receipt of the requisition by the Secretary.

Notice of Meetings

9. (1) At least 7 clear working days before a meeting of the Partnership, or, if in the opinion of the Secretary, a meeting needs to be called at shorter notice in circumstances of extreme urgency, then at the time it is called, the following must occur: -
- the Secretary must publish the time and place of the intended meeting at the offices of the Partnership and the headquarters of the constituent councils. If the meeting is called by members, then the notice must be signed by those members and must set out the business they want to deal with there;
 - a summons to attend the meeting must be sent to every member at his usual address. The summons must set out the business that is to be dealt with, and the Secretary must sign it.
- (2) Any summons issued under paragraph (1) must give a note of the business and the proposed order for dealing with business at the meeting. No other business may be dealt with unless it is brought before the Board as a matter of urgency. However, if members requisition a meeting, only the business listed in the requisition may be considered.
- (3) If 3 clear working days' notice has not been given for any item, the item may be considered at the meeting if the Chairperson rules that there are special reasons why it is a matter of urgency. The Chairperson must give those reasons. The item must be made known at the start of the meeting when the order of business is decided. If the Chairperson rules that the matter is not urgent, then it will be included as an item for the next ordinary meeting of the Partnership, unless it is dealt with before then.
- (4) If a summons is not served on any member the meeting will still be valid.
- (5) Publication and service of notices in relation to meetings, may be by written or electronic means except to the extent that any member has specified in writing to the contrary to the Secretary.

Chair

10. (1) The Chairperson will chair a meeting of the Partnership when he/she is present.
- (2) If the Chairperson is absent, the Deputy Chairperson will take the chair. If the Chairperson and Deputy Chairperson are both absent, then another member (chosen by the members present) will chair the meeting. Any person presiding over a meeting will have the same powers and duties as Chairperson of the Partnership in relation to any meeting and its business.
- (3) The Chairperson (or other person presiding at the meeting) will have a casting vote, as defined in Standing Order 6.4(5).

Attendance

11. The Secretary will record the names of the members present at each meeting.

Access for the Public and Press

12. (1) Except where this Standing Order says otherwise, every meeting of the Partnership and its committees shall be open to the public and the press.
- (2) The Partnership may keep any members of the public out of a meeting, or cause them to leave, if they are hindering or are likely to hinder the work of the Partnership. If a member of the public interrupts any meeting, the Chairperson may warn that person and, if the person continues with the interruption, the Chairperson may order the person to be removed from the meeting room. If there is general disturbance in any part of the meeting room, the Chairperson may order that part to be cleared.
- (3) For the avoidance of doubt, sections 50A to 50F inclusive of the 1973 Act shall be imported into these Standing Orders as applying mutatis mutandis to the Partnership.
- (4) The public will be kept out of a meeting when an item of business is being considered if it is likely that they will hear confidential information. Nothing in this Standing Order authorises or requires confidential information to be disclosed in breach of the obligation of confidence as defined in the 1973 Act.
- (5) The Partnership may decide to keep the public out of a meeting when an item of business is to be considered if it is likely that they will hear information that is defined as 'exempt' in the 1973 Act.
- (6)/

- (6) This Standing Order does not require the Partnership to allow the taking of photographs or access for radio or television broadcasting. Such access is at the discretion of the Chairperson or the person presiding at the meeting of the Partnership or any of its Committees.

Order of Business

13. The business of the Partnership at ordinary meetings will normally take place in the following order:-

- (1) Order of business.
- (2) Declaration of Interests by members.
- (3) Deputations.
- (4) Questions.
- (5) Minutes of previous meetings.
- (6) Motions of which notice has been given.
- (7) Election business, including any matters of appointments.
- (8) Special business (relating to annual estimates or budgets).
- (9) Ordinary business.
- (10) Motions given in at the start of the meeting, if the Chairperson rules they are matters of urgency, to be dealt with at that meeting.

Any item on the agenda may be taken out of its order if:-

- the Chairperson decides this; or
- a member suggests it and those at the meeting agree.

Chairperson - Powers and Duties

14. On all points of order the Chairperson's decision is final. If asked, the Chairperson must explain the reasons for decisions. When the Chairperson speaks, any member who is addressing the meeting must stop. The Chairperson must keep order and make sure that members have a fair hearing. The Chairperson will decide all matters of order, competence and relevance arising at meetings. If two or more members want to speak, the Chairperson will decide who is to be first. If there is disorder at any meeting the Chairperson may adjourn the meeting to any other time or day that he may fix at the time or afterwards. In these circumstances, by simply leaving, the Chairperson will adjourn the meeting. The Chairperson may make a statement at the start of the meeting on any matter that affects the Partnership's interests.

Adjourning Meetings

15. (1) The Partnership may adjourn any meeting to any other time or day that the Chairperson may fix at the time or afterwards.
- (2)/

- (2) The Partnership may adjourn any meeting for a reasonable interval. This adjournment will be made if:-

- the Chairperson says so; or
- a member proposes it, another seconds it, and the members vote in favour of it. There will be no amendments or discussion.

Order of Debate

16. A member who wants to speak will, when called on, address the chair. The member shall speak directly on the motion or amendment that is being proposed, seconded or discussed, or on a question of order. No member can speak more than once on any subject that is being discussed, except for a point of order or (with the permission of the Chairperson) to give an explanation. However, the person proposing a motion has a right of reply. A member who is speaking when a question of order is raised will stop speaking until the Chairperson has dealt with the question of order.

Motion “That the Question Be Now Put”

17. Any member who has not spoken on the question before the meeting may propose “that the question be now put”. If this is seconded and the Chairperson thinks the question has been discussed enough, the Chairperson will order a vote on the motion (without amendment or discussion) by a show of hands. If the motion is carried, the proposer of the original motion will have a right to reply, and the question itself will then be put to the meeting. If the motion “that the question be now put” is not carried, a similar motion may be made after every two further members have spoken.

Length of Speeches

18. Except with the Chairperson’s permission, the proposer and the seconder of a motion or an amendment must not speak for more than five minutes and all other speakers for not more than three minutes. The proposer of the original motion may speak for up to five minutes in reply, and the reply must not introduce any new matter into the debate. After that the discussion will finish and the question will then be put by the Chairperson.

Obstructive or Offensive Conduct

19. If any member at any meeting disregards the Partnership or the Chairperson, or behaves obstructively or offensively, a motion may then be proposed and seconded to suspend the member for the rest of the meeting. The motion will be put without discussion. If it is carried, the Chairperson will order the member to leave the meeting.

Revoking/

Revoking a Resolution

20. A decision of the Partnership cannot be changed within 6 months unless: -
- the Chairperson rules that there has been a material change of circumstances; and
 - notice has been given of the proposed change.

Minutes of Meetings

21. The Secretary (or a person nominated by him or her in writing to do so in his or her absence) will take the minutes of all Partnership meetings. The minutes will be printed and, as far as possible, circulated among members at least seven working days before the next ordinary meeting of the Partnership. There they will be presented and corrected if necessary. If the minutes are held to be a true record of the proceedings of the meeting they relate to, the person chairing the next meeting will sign them as a correct record.

Validating the Proceedings

22. The proceedings at a meeting may be challenged on the ground that the meeting was not called properly. Confirming the minutes of the meeting at the next meeting will validate proceedings.

Questions in Writing

23. (1) At any meeting of the Partnership, a member may put a question to the Chairperson about any relevant and competent business not already on the summons for the meeting. However, the question must have been given in writing to the Secretary by 12 noon on the seventh working day before the meeting.
- (2) A member may put a question to the Chairperson at a meeting of the Partnership about any matter that is on the summons for that meeting. He or she must give the question in writing to the Secretary by 10 am on the third working day before the meeting. The Chairperson will decide whether it will be answered verbally or in writing at the meeting.
- (3) Arising from each verbal or written answer, the member who put the written question may put one supplementary question. These will be answered verbally by the Chairperson.
- (4) The Chairperson may decide to disallow any supplementary question if:-
- the Chairperson rules the supplementary question is not relevant to the subject of any written questions answered at the meeting; or
 -

➤ the Chairperson gives another reason.

- (5) No discussion will be allowed on any verbal, written or supplementary questions or their answers.

Motions must be in Writing and Signed

24. Every motion and amendment except where the context otherwise requires must be put into writing. It must be signed by the person proposing it and handed to the Secretary.

Motions Intended for Consideration at the End of a Meeting

25. If there is a motion that does not relate to the business of the meeting, and the meeting has not been given adequate notice of the motion, it may be considered at the end of the meeting. However, this can only happen if the Chairperson rules there are special reasons why it is a matter of urgency. The Chairperson must give these reasons. Before the start of the meeting, the motion must be given to the Secretary who will read it to the meeting when the order of business is decided. If the Chairperson rules the matter is not urgent, it will be included as an item of business for the next ordinary meeting of the Partnership (unless it is dealt with before then).

Motions Intended for Consideration at the Next Meeting

26. (1) Notice of motions intended for consideration at a meeting of the Partnership must be given in writing. The notice must be signed by the member or members giving notice and delivered to the Secretary by 12 noon on the tenth working day before the next ordinary meeting of the Partnership. (This does not apply if it is a matter of urgency dealt with under Standing Order 25). All such motions will be included in the summons for the next meeting in the order in which they are received.
- (2) If the Chairperson rules that more than one such motion deals with the same subject, only the motion that was proposed first will be considered.

Motions – Procedures

27. (1) All motions and amendments will be proposed and seconded and then given in writing to the Secretary as soon as they are moved. This does not apply to motions simply seeking to approve or disapprove of any matter, purely negative amendments, amendments proposing further consideration and reports, and motions and amendments that are fully set out in a minute of a meeting.
- (2)/

- (2) Every amendment must be relevant to the motion in question.
- (3) The proposer with the permission of the seconder may withdraw a motion or amendment.
- (4) A motion to approve a report or a minute of a Committee will be considered as an original motion. Any motion that involves altering or rejecting such a report or minute or any part of it will be dealt with as an amendment.
- (5) The Chairperson of a Committee will have the right to move the approval of the report or minute of that Committee.
- (6) Motions or amendments that are not seconded will not be discussed or recorded in the minutes. However, the proposer can ask for his dissent to be minuted. This does not apply if the vote is taken by roll call.
- (7) The mover of the motion or amendment may agree to add to it all or part of an amendment moved and seconded by other members, provided that:-
 - his/her seconder consents;
 - the mover and seconder of the added amendment consents; and
 - the agreement takes place before the mover of the motion has replied.

Method of Voting

- 28.**
- (1) In a meeting of the Partnership or any Committee, the vote on any matter will be taken by calling the roll.
 - (2) If a vote has been taken and someone immediately challenges the accuracy of the count the Chairperson will decide whether to have a recount.
 - (3) Reference is also made to Standing Order 6.4 in relation to voting matters.

How Motions Must Be Put

- 29.** Where one or more amendments are made upon a motion, the vote shall be taken among the amendments and the motion in that order. In the event that the motion or any amendments, which shall include any motion or amendment relating to the appointment of a member to any particular office or Committee, receives an absolute majority of votes of the members present and voting, then that proposition shall be carried. Where no such absolute majority obtains, /

obtains, the proposition with the least number of votes shall be eliminated and a further vote (or further votes as may be required) taken until an absolute majority of votes is received for a proposition.

Taking a Vote

- 30.** After the Secretary has started to take the vote, no member will be allowed to offer an opinion, ask a question, or interrupt the proceedings until the result of the vote has been announced.

Delegating to Committees and Officers

- 31.**
- (1) The Partnership may appoint such committees as it considers necessary or desirable and to refer to such committees such matters as it may specify. Any committee may deal only with those matters referred to it from the Partnership.
 - (2) The Partnership's committees, their terms of reference and functions, are set out in the List of Committee Powers which also forms part of the Council's overall Governance Scheme.
 - (3) The Chairperson of any committee shall be appointed by the committee itself. Should the Chairperson be absent, then the members present will appoint someone from amongst themselves to chair the meeting.
 - (4) The Partnership may delegate powers to officers of the Partnership as may be set out in any List of Officer Powers as might be approved by the Partnership.
 - (5) The Partnership may delegate powers to a sub group comprised of members and/or officers in relation to specific matters.

Exceptions from Delegation

- 32.** Subject to the terms of any law, the following will not be delegated to any committee: -
- (1) Introduction of new policies or changes in policies which might have a significant impact on the resources of the Partnership.
 - (2) Any matter involving expense not in accordance with financial regulations.

Attendance/

Attendance of Members of the Partnership at Committee Meetings

33. (1) If a motion is referred to a committee, the proposer of the motion will be appointed as a member of the committee for that motion and any later consideration by the committee that directly relates to the motion.
- (2) A member of the Partnership cannot be present at a meeting of a committee of which he or she is not a member when: -
- the meeting is considering a matter where the decision may affect the interests of any person as an individual; and
 - the decision is made after a hearing by the committee where the person has a right to be heard (in person or through a representative).

Quorum for Committees

34. For the avoidance of doubt, the quorum for the Performance and Audit Committee shall be 4.

Application of Standing Orders to Committees

35. These Standing Orders shall apply to committees as they do to meetings of the Partnership, subject to the immediately preceding paragraph.

Deputations

36. (1) The Partnership or any committee can decide whether to hear any deputations from members of the public, staff or other interested parties on any matter that is referred or delegated to it. Any application for a deputation to speak to the meeting must be in writing, signed by a representative of the organisation or group wishing to be heard and delivered to the Secretary no later than one working day before the meeting concerned. However, the Chairperson can waive this requirement.
- (2) When the Partnership is considering whether to hear a deputation, it must not discuss the merits of the case itself. Unless the meeting agrees unanimously to hear or to refuse to hear the deputation, a vote will be taken without discussion on whether to hear the deputation. A deputation will have 10 minutes to present its case.
- (3) Any member can put a question to the deputation that is relevant to the subject but members must not discuss the merits of the case.

Code of Conduct

37. Members of the Partnership should comply with the Councillor's Code of Conduct, made under the Ethical Standards in Public Life etc. (Scotland) Act 2000, or in the case of non-councillor members such parts as apply to them.

Partnership Business - Responsibility of the Proper Officer

38. Subject to the provisions of paragraph 80 (financial instruments) the Partnership Director shall be the Proper Officer for the Partnership for the purposes of sections 190, 191 and 193 of the Local Government (Scotland) Act 1973. In execution of such deeds the Partnership Director shall ensure that s/he takes appropriate advice from the appropriate officer or adviser to the Partnership.

Financial Arrangements

39. The Partnership will adopt such protocols for the financial administration of the Partnership and including all arrangements for budgeting and financial planning of the Partnership as are necessary for the proper financial administration of the Partnership and the delivery of Best Value in terms of the Local Government in Scotland Act 2003.

Items of Urgency

40. If a decision which would normally be made by the Partnership requires to be made urgently between meetings of the Board, the Partnership Director, in consultation with the Chairperson (whom failing, the Deputy Chairperson(s)), can take action subject to the matter being reported to the next meeting of the Partnership.

Suspending or Altering Standing Orders

41. (1) A Standing Order can only be suspended or abolished at any meeting if three-quarters of the Partnership members present agree.
- (2) None of the Standing Orders can be cancelled or altered unless a resolution to do so is passed after notice has been given at a previous ordinary meeting of the Partnership.
- (3) if the Secretary considers that any decision of the Partnership, on the conduct of its business, has altered Standing Orders, he should report this to the Partnership.

Contracts and Tenders

General/

General Procedures

- 42.** (1) In these Standing Orders the word “contractor” means a works contractor, a supplier of consultancy services and a supplier of goods and services.
- (2) All procedures for approval of contractors, inviting and receiving tenders and all other arrangements affecting contracts shall -
- comply with relevant legal requirements, EC Procurement Directives and associated Statutory Instruments and Regulations; and
 - seek to ensure that tenders are genuinely competitive and that best value is achieved for the Partnership.
- (3) Subject to the above, detailed procedures relating to all such procedures shall be set out in the Contract Standing Orders from time to time in force, which shall be observed by all members and officers of the Partnership, and are hereby deemed to be incorporated into these Standing Orders.

Financial Regulations

General Financial Regulations

- 43.** (1) These regulations are made in terms of Section 95 of the 1973 Act, as applied to the Partnership by Section 106(1)(ba) of the said Act.
- (2) Section 95 of the 1973 Act empowers the Partnership to make arrangements for the proper administration of its financial affairs and to secure that the proper officer of the Partnership has responsibility for the administration of those affairs. The Partnership has appointed the Treasurer to be the proper officer. The Local Authority Accounts (Scotland) Regulations 1985 lay down that the system of accounting control and the form of the accounts and supporting records should be determined by the Treasurer. These regulations also provide that the Treasurer should ensure that the system of accounting control is observed and that the accounts and supporting records are kept up-to-date.

Accounts

- 44.** The Treasurer, as proper officer, is statutorily responsible for all financial matters in which the Partnership is involved. As such the Treasurer, will provide means for procedural control which ensure that:
- all expenditure is a proper charge;
 - all income due to the Partnership is collected;

- all assets are protected;
- all liabilities are accounted for; and
- proper financial reports are prepared.

The supervision and control of accounting, costing and other financial systems, records and operations together with the production of financial management information and the closing of accounts will be done in accordance with procedures and instructions issued by the Treasurer. The Treasurer will ensure that the accounts are properly maintained and prepared in accordance with Partnership policy, the relevant legislation and appropriate Codes of Practice.

Budgets

45. The preparation of financial plans and budgets and their form will be done in accordance with procedures and instructions issued by the Treasurer in so far as such procedures and instructions do not exist in Standing Orders or any protocols that might be agreed by the Partnership.

Expenditure Authorised

46. The authorisation of expenditure and operation of budgetary control will be done in accordance with procedures approved by the Treasurer insofar as such procedures do not exist in Standing Orders.

Audit

47. The Treasurer will make arrangements for the internal audit of the accounts of the Partnership and the Partnership Director and other officers of the Partnership are to make available for inspection by internal auditors such cash, vouchers, documents, correspondence or other items as may be deemed necessary by the Treasurer. The Treasurer will ensure that arrangements for the carrying out of the Statutory Audit, in terms of Section 96 of the 1973 Act, are in order.

Irregularities

48. Any member of the Partnership or of its staff discovering any suspected fraud or irregularity in the financial transactions of the Partnership is to immediately inform the Treasurer. In consultation with the Partnership Director, s/he will then conduct such investigation as he considers necessary and will take such action as may appear to him to be appropriate.

Invoices, Salaries, etc.

49. The incurring of expenditure, the verification, certification, submission and payment of invoices, salaries, wages and pensions will be done in accordance with procedures and instructions issued by the Treasurer.

Travelling Claims, etc.

50. The submission and processing of travelling, subsistence, financial loss claims and attendance allowances will be done in accordance with procedures and instructions issued by the Treasurer, including any travel policy from time to time in force.

Revenues

51. The collection of all revenues accruing to the Partnership is to be arranged by or in consultation with the Treasurer.

Debt Recovery

52. The Treasurer can sign petitions and certificates to the Sheriff Court for summary warrant applications. In consultation with the Treasurer, the Solicitor may settle or compromise any action of payment where the amount compromised does not reduce the amount recovered by more than £1,000.

Bad Debts

53. The Treasurer will have authority, having exhausted recognised means of debt collection, to authorise the writing off of bad debts up to a maximum of £1,000 in any case and for any sum where the debtor: -

- (a) is a company in liquidation; or
- (b) is untraceable.

Subject in the case of (a) above to an appropriate claim against the liquidator having been lodged. The Treasurer will report all other irrecoverable debts to the Partnership for authority to write off.

Charges

54. The Treasurer will ensure that charges are reviewed annually by the Partnership.

Bank Accounts

55. The Treasurer will operate the bank accounts on behalf of the Partnership.

Advances

56. The Treasurer will advance such amounts to such persons as he deems necessary in order that such persons may defray petty expenditure and the Treasurer, in consultation with the Partnership Director, will determine the conditions relating to such advances.

Inventories

57. Records of stocks and stores will be kept in such form as shall be approved by the Partnership and the Partnership Director who will be jointly responsible for ensuring that up-to-date inventories of furnishings, office equipment, machinery, scientific apparatus, silverware, works of art and other valuable property are maintained.

Property Register

58. The Estates Functions Officer of the Partnership will maintain an up-to-date register of all land and heritable property owned by or leased by the Partnership whether in its own right or in trust and will ensure that all such property is readily identifiable at any time.

Insurance

59. The Treasurer will arrange for the insurance of all such risks as may be required to be covered and will negotiate all claims in respect of such insurance.

Staff Records, Pay etc

60. The Treasurer will give instructions regarding the maintenance of such staff records as are necessary for pay and superannuation purposes.

Signing

61. The Partnership Director is designated in terms of the 1973 Act as proper officer for the purposes of sections 193 (authentication of documents) and 194 (execution of Deeds) for signing (where necessary) of financial instruments or instruments effecting the transfer of any securities or otherwise giving effect to the powers of borrowing delegated to the Treasurer. In execution of such deeds the Partnership Director shall ensure that s/he takes appropriate advice from the Treasurer or, in the event of there being no Treasurer, such other appropriate adviser to the Partnership.

Investments

62. The Treasurer can undertake any function, which might reasonably be deemed to be investment business and decide on specific purchases and sales of stocks, shares or any other allowable investments, as long as the Treasurer takes appropriate advice where necessary.

Treasury/

Treasury Management

63. The Partnership's treasury management will be carried out according to the Partnership's Treasury Policy Statement. Where practical, all Partnership money will be aggregated for the purposes of treasury management and will be under the control of the Treasurer. All executive decisions on the approved treasury management activities will be delegated to the Treasurer. The Treasurer will act according to CIPFA's *Code for Treasury Management in Public Service*. The Treasurer will arrange to borrow such sums as may be required from time to time by the Partnership in accordance with the Treasury Policy Statement and within the terms of section 3 of the 2005 Act. The signatories to any document or agreement relating to, constituting the security for, or acknowledging the existence of or receipt of any loan arranged under the terms of the Treasury Policy Statement and the foregoing powers will be those nominated by the Partnership in respect of the signing of cheques. Mortgage deeds in the name of the Partnership will be signed and sealed in accordance with Section 194 of the 1973 Act. The Treasurer will report to the Partnership each financial year on the activities of the treasury management operation.

LIST OF COMMITTEE POWERS

Document Version Control – List of Committee Powers

Date	Author	Version	Status	Reason for Change
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August 2017

List of Committee Powers

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Introduction

The following List of Committee Powers sets out what powers the South of Scotland Transport Partnership (SEStran) has delegated to specific committees. It should be read along with SEStran's Standing Orders and the other documents in the overall Governance Scheme.

Performance and Audit Committee

The Terms of Reference and functions of the Performance and Audit Committee are to deal with the following matters:-

1. SCRUTINY

- 1.1. To scrutinise any matter relating to the Partnership having regard to the Partnership's responsibility for Best Value and continuous improvement.

2. STAFFING

- 2.1. To take decisions on all staffing matters which are not otherwise delegated to the Partnership Director, including performance appraisal and remuneration matters related to the Partnership Director, and changes to terms and conditions.
- 2.2. To consider and determine, with powers, appeals submitted by any employee who is entitled to appeal to the Partnership under any statutory provision, contract of employment, condition of service or any partnership policy or procedure on employment.
- 2.3. To act as the Disputes Committee of the Partnership in determining, with powers, the Partnership's position on any matter which is the subject for the formal dispute (except in so far as the decision has already been taken by the Partnership).

3. STANDARDS

- 3.1. Promoting and maintaining high standards of conduct by members
- 3.2. Assisting members and co-opted members to observe the Member's Code of Conduct and any Partnership Code of Conduct or protocol.
- 3.3. Advising the Partnership on the adoption or revision of any Code of Conduct for members including training or arranging for training to be provided.
- 3.4. Considering any report by the Standards Commission for Scotland and any Hearing held under the Ethical Standards in Public Life etc. (Scotland) Act.
- 3.5. Considering all matters concerning the establishment, maintenance and public availability of a register of interests that have been declared by members or employees of the Partnership including guidance for the assistance of members and employees on the registration of interests, gifts and hospitality.

- 3.6. Considering and updating where appropriate the Partnership's Code of Conduct for employees.
- 3.7. Considering any protocol to guide members and officers in their relations with one another.
- 3.8. Considering guidelines on the standards of conduct required of agents and contractors acting for and on behalf of the Partnership.
- 3.9. Considering the Partnership's Customer Care and Complaints policies.
- 3.10. Considering all reports made by external bodies with a regulatory function in respect of the Partnership.

4. AUDIT

- 4.1. Reviewing with management the adequacy of the following matters:-
 - 4.1.1. internal control systems;
 - 4.1.2. policies and practices to ensure compliance with relevant statutes, directions, guidance and policies;
 - 4.1.3. financial information presented to the Partnership;
 - 4.1.4. risk assessment arrangements and procedures.
- 4.2. Reviewing with management the Partnership's financial statements, management letters or reports in compliance with Codes of Corporate Governance.
- 4.3. Ensuring that the internal audit function is properly resourced and has appropriate standing within the Partnership.
- 4.4. Reviewing the activities of the internal audit function, including its annual work programme, co-ordination with the external auditors, the reports setting out the investigations and the responses of management to specific recommendations.
- 4.5. Scrutinising and investigating any particular matter which the Committee consider requires further examination.

Membership

The Committee shall comprise 8 councillor members, one from each authority; and 4 non-councillor members, chosen (in the event of disagreement) by the Partnership. Each councillor member shall be entitled to nominate a substitute from their own authority. The Chair of the Partnership shall be entitled to substitute for any member of the committee.

The Committee's quorum shall be 4.

Succession Planning Committee

Purpose

Inclusive and diverse Boards are more likely to be effective, to be better able to understand their stakeholders and benefit from fresh perspectives, new ideas, vigorous challenge and broad experience.

The role of the SEStran Succession Planning Committee is to:

- lead on meeting the Board's responsibilities in relation to planning for succession through appointments and Board member development;
- offer advice to the Board on future appointments and reappointments;
- review and evaluate the skills, knowledge, expertise, diversity (including protected characteristics) of current Board members, and requirements of future members, on an annual basis; and
- monitor the development and continuous improvement a succession plan that can be presented to the Board.

Constitution

1. The Succession Planning Committee shall consist of the Chair, two Board members, the Partnership Director, the Secretary and representative from SEStran's Human Resources advisers. Other officers may be invited to attend for all or part of any meeting as and when appropriate.
2. The Chair of the Committee will be the Chair of the Board.
3. The quorum required to be present at any meeting of the Committee shall comprise no fewer than three members.
4. The Committee will meet at least biennially. The meeting will be timed to align with the Board planning cycle. The Committee will also convene on an ad hoc basis to deal with issues such as unanticipated Board member departures and changes to the operating environment.
5. The Committee will report to the Board. A copy of the minutes will normally form the basis of the report.
6. The Committee will review its own effectiveness and provide an overview report to the Board annually on the Committee's work and key considerations.
7. The Succession Planning Committee may co-opt additional members for a period not exceeding one year to provide specialist input.

Remit

1. Review and evaluate skills, knowledge, experience and diversity (including in relation to protected characteristics) of the Board including the attributes required for all or the majority of Board members (both now and in the future).
2. Identify skills and diversity gaps and shortages in light of Sestran's long-term strategy.
3. Further develop, monitor and continuously improve a succession plan in response to the skills and diversity needs that have been identified, and in so doing, ensuring that new members appointed to the Board reflect the needs identified, thus avoiding appointments being made in the image of the current Board members.

4. Consider how SEStran can best meet its obligations under the Equalities Act 2010 and subsidiary regulations.
5. Consult and seek advice from various sources on ways of attracting the type of applicant required, identify and advise on different methods and approaches to recruitment including the application process, information pack and interviews.
6. Give consideration to participation of users of services or members of the SEStran Equalities/Healthcare Forum in the recruitment process.
7. Consider recommending one or more committee members taking part in the assessment of applicants.
8. Keep the Board apprised of the committee's work and prepare an annual report to the Board.
9. Involve, as appropriate, the executive resources of the body such as HR and legal professionals, to enhance and support appointment activity and to ensure that it is aligned with the body's brand, values and other corporate communications.
10. Adhere at all times to the relevant Code of Practices and appropriate guidance and advice from the office of the Commissioner for Ethical Standards in Public Life in Scotland.

General

1. The work of the Committee needs to be fully informed by:
 - Strategic planning,
 - Business planning,
 - Risk register,
 - Information presented to the Board on its composition in accordance with the Equality Act 2010 (Specific Duties) (Scotland) Amendment Regulations 2016, and
 - Performance assessment (which will also be linked to external and internal audit).

LIST OF OFFICER POWERS

Document Version Control – List of Officer Powers

Date	Author	Version	Status	Reason for Change
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August 2017

List of Officer Powers

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1.0 **APPLICATION OF LIST OF OFFICER POWERS**

1.1 **Commencement**

This List of Officer Powers replaces SEStran's Scheme of Delegation and shall have effect from 22nd August, 2017.

1.2 **Interpretation**

1.2.1 In this document the following words shall have the meanings assigned to them, that is to say:-

“Act” means the Transport (Scotland) Act 2005;

“Sustran” means the South East of Scotland Transport Partnership, constituted in terms of the Act and having their principal offices at Area 3D (Bridge) Victoria Quay, Edinburgh EH6 6QQ;

“Officer” means an official employed to carry out a function of Sustran, whether directly employed, seconded, or otherwise;

“Partnership Director,” “Treasurer,” “Secretary,” “Solicitor,” “Chairperson” and “Deputy Chairperson” have the meanings ascribed to them respectively by the Standing Orders;

“Standing Orders” means the current Standing Orders of Sustran as from time to time amended.

“Contract Standing Orders” means the current Contract Standing Orders of Sustran as from time to time amended.

1.2.2 Any reference to any Act of Parliament shall be construed as a reference to the Act of Parliament as from time to time amended, extended or re-enacted and to include any byelaws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder. Any reference to any statutory instrument, regulation or order shall be construed as a reference to that instrument, regulation or order (as the case may be) as from time to time amended, extended or re-enacted.

1.2.3 Subject to the foregoing provisions of this paragraph, the Interpretation Act 1978 shall apply to this document's interpretation as it applies to the interpretation of an Act of Parliament.

1.3 **Alteration**

Subject to the provisions of the Act, Sestran shall be entitled to amend, vary or revoke this List of Officer Powers from time to time.

1.4 **Rules Regulating Use of Delegated Powers**

- 1.4.1 Officers must use the authority delegated to them according to the policies of Sestran. Sestran will decide new policy.
- 1.4.2 Where the Partnership Director has delegated authority the principle of subsidiarity should be applied and decisions should be further delegated to as close to the point of service delivery as is appropriate in the circumstances.
- 1.4.2 If the Partnership Director is not available, his or her nominated depute or other senior officer(s) can use the authority delegated, unless they cannot do so by law or because of this document.
- 1.4.3 All delegated powers must be exercised subject to adequate budgetary provision being available and having regard to the terms of Sestran's statutory powers, Standing Orders, Financial Rules and current policies.
- 1.4.4 An officer must not make any decision or take any action in accordance with powers conferred by this List of Officer Powers if the decision or outcome could create the perception that an officer is not strictly adhering to the key principles of public life as set out in the relevant Code of Conduct. These principles are selflessness, integrity, objectivity, accountability, openness, honesty, respect and leadership. Delegated powers must not be used where either the interests of the officer, the matter to which the decision relates or the identity of any other person involved could lead a member of the public to conclude that the powers had been used to avoid scrutiny by Sestran or a Committee of Sestran. If an officer is in any doubt as to whether they should make use of delegated powers then they should seek guidance from their line manager or the Solicitor.
- 1.4.5 The provisions of this List of Officer Powers to officers are intended to assist in the efficient and effective management of Sestran's activities and to foster a culture of responsiveness to customers and service users. In applying it, it is important that officers pay due regard to the need for appropriate periodic reporting of delegated decisions to members of Sestran, both for information purposes and to allow Members to properly discharge their scrutiny role.
- 1.4.6 Interpreting policy: if there is a question on whether a decision taken by or action authorised by an officer sets up or alters policy on any matter, it will be decided by the Partnership Director in consultation with the Chairperson. Any such decision shall be subject to review by the

Performance and Audit Committee, who will report their findings to Sestran for approval.

1.4.7 Disputes: The Partnership Director in consultation with the Chairperson will decide on all disputes on whether an issue is delegated to a particular officer. Any such decision shall be subject to review by the Performance and Audit Committee.

1.4.8 Reports will be submitted to Sestran on substantive decisions taken and actions authorised under delegated authority. These will be in the form and under the arrangements as determined by the Partnership Director.

2. DELEGATION TO PARTNERSHIP DIRECTOR:

GENERAL DELEGATION

The Partnership Director is authorised:-

2.1 Urgent matters

If a decision which would normally be made by the Partnership requires to be made urgently between meetings of the Board, to take, in consultation with the Chairperson (whom failing, a Deputy Chairperson), action subject to the matter being reported to the next meeting of the Partnership. Where such action involves incurring expenditure, the Treasurer shall be consulted. In appropriate circumstances the Solicitor shall be consulted in advance of taking action.

2.2 Appointments

to appoint officers within agreed staffing and expenditure levels.

2.3 Discipline

to conduct disciplinary and grievance proceedings for officers under Sestran's approved procedures.

2.4 Changes to the Establishment

to amend structures or gradings below the level of Partnership Director.

2.5 Performance Appraisal and Pay Scales

Within agreed staffing and expenditure levels, and subject to existing terms and conditions, carry out such performance appraisals and implement such performance related pay schemes as from time to time may be appropriate.

2.6 Other Personnel Matters

- (a) in relation to staffing matters, to instruct the immediate implementation of any circular from any officially recognised body which allows no discretion to Sestran. Where there is a choice of action, the circular should normally be referred to Sestran.
- (b) to decide in accordance with approved schemes and to take such decisions relating to terms & conditions e.g.:
 - paid or unpaid leave for special circumstances, secondment or leave to work or visit abroad
 - closing down early for a festive season/ public holiday
 - approval of transfer of annual leave
 - extending sickness allowance
 - approval of applications for car loans/leasing schemes
 - to approve the voluntary termination, early retiral or ill-health retiral of any officer in Sestran's service provided the terms and conditions relating to the termination or retirement are in accordance with the relevant Partnership policy
 - to administer and manage the various approved policies and procedures including disciplinary, grievance and absence management.

2.7 **Health & Safety Legislation**

to manage Sestran's Health & Safety policy and arrangements.

2.8 **Transferring funds (Virements)**

Subject to any policies and directions issued by the Treasurer, to authorise:-

- (a) transfer of funds between headings within their approved revenue budgets.
- (b) transfer of funds between capital budgets included in the capital budget.

In carrying out transfers, the Partnership Director must

- (1) report to Sestran if a change in Partnership policy is involved.
- (2) report to the Treasurer if the transfer will affect revenue or capital budgets for future years.

- (3) tell the Treasurer when a transfer is approved under delegated powers.

2.9 **Contracts**

- (a) to exercise the powers conferred on him contained in Contract Standing Orders.
- (b) subject to compliance with Contract Standing Orders, to appoint consultants/ specialist advisers as appropriate.

2.10 **Other Delegations in terms of Standing Orders**

In addition to the delegations in relation to Contracts referred to in the immediately preceding paragraph, to exercise the powers conferred on him elsewhere in the Standing Orders, and specifically (but without prejudice to the generality):

- Paragraph 38 - Execution of Deeds etc., under Section 190, 191 and 193 of the Local Government (Scotland) Act 1973;
- Paragraph 79 - Execution and authentication of Deeds relating to financial instruments or instruments affecting the transfer of any securities etc.

Reference is made to the requirements in the Standing Orders to take advice from the appropriate officers.

2.11 **Miscellaneous**

(a) **Hospitality**

to approve reasonable hospitality to representatives of other authorities, external organisations and for official internal/staff functions e.g. Long Service Awards in accordance with the Financial Rules.

(b) **Use of Land and Buildings**

to approve, subject to compliance with any approved scheme of charges, the use, by appropriate organisations and bodies, of any land or premises owned by Sustran and under their sole operational control.

(c) **Access**

to regulate the use and conduct of persons on or in any land owned, occupied or managed by Sustran or otherwise under its control and to which the public have access, whether on payment or not.

(d) **Stock "Write-off"**

In general, to be responsible for the management of stocks and equipment, and to write off of any such stores, plant, furniture and equipment which has become unfit for use and are unsaleable after consultation with the Treasurer.

(e) Stock Re-Valuations

following consultation with the Treasurer, to write down value of obsolete or slow moving stock to a realistic value, lower of cost or net realisable value.

(f) Disposal of capital items

following consultation with the Treasurer, to authorise obsolete plant items and equipment to be sold at public auction with the highest offer accepted.

3. SPECIFIC DELEGATION TO THE PARTNERSHIP DIRECTOR:

The Partnership Director (which delegated power should not normally be delegated further) is authorised:-

- 3.1 to represent the interests of Sestran in communications with the media.
- 3.2 to pay valid claims for damage to, or loss of, property of third parties in circumstances where Sestran is deemed to be liable and the amount involved is less than Sestran's insurance excess.
- 3.3 to terminate on behalf of Sestran any contract which Sestran is entitled to terminate under the appropriate conditions of contract and where he/she is satisfied that it is in the interests of Sestran to do so and following consultation with the Solicitor.
- 3.4 to assess which capital projects are submitted to Sestran's capital budget plans.
- 3.5 in consultation with the Treasurer, to prepare reports on procurement and funding of transport projects (including the most appropriate method of procurement and funding) for Sestran.
- 3.6 in consultation with the Treasurer, to develop criteria to determine the form of agreement for delivery of contracts and the financial relationships flowing from these.
- 3.7 to expend the approved budget.
- 3.8 to make payment of all sums to all creditors subject to the certification and authorisation of appropriate officers, and to make arrangements for further delegation to other officers for payment of invoices up to limits to be specified

by the Partnership Director, notifying the Treasurer in terms of the Financial Rules.

- 3.9 Where a claim for compensation has been submitted to Sestrans then it must be assessed by the Solicitor or by Sestrans's claim handlers to determine whether Sestrans has any legal liability to meet the claim. In those cases where Sestrans has no legal liability, the Partnership Director may decide that the circumstances giving rise to the claim merit the making of an ex gratia payment. The Partnership Director is authorised to make such payments up to the value of £5,000. Such payments require to be made in consultation with the Solicitor.
- 3.10 to authorise the acceptance of sponsorship and/or advertising in respect of Partnership controlled media in accordance with approved Partnership policies.
- 3.11 to delegate authority to allow monitoring of start/leave dates, performance and timekeeping, in terms of the Financial Rules.
- 3.12 to approve all technical decisions in relation to operational matters.
- 3.13 to respond as required to consultations from the Scottish or U.K. Government, local authorities or other bodies on matters relevant to Sestrans, where Members have not indicated a preference to consider matters at a Partnership meeting. In each case the Partnership Director shall so far as possible take into account the views of individual Members, and consult with the Chairperson and Deputy Chairperson(s).

4. SECRETARY

The Secretary is authorised:-

- 4.1 to act as the proper officer for the following purposes of the Local Government (Scotland) Act 1973 –
- Section 43 and Schedule 7 (Meetings and Proceedings)
 - Section 50B (Access to agenda and connected reports)
 - Section 50C (Inspection of Minutes and other documents)
 - Section 50D (Inspection of Background Papers)
 - Section 50F (Additional rights of access to documents for members of the Partnership)
 - Section 193 (Authentication of documents)

5. TREASURER

The Treasurer is authorised:

- 5.1 to establish a financial framework, including Financial Rules, which provide for effective managerial control and review and satisfactory monitoring and

reporting procedures; and to maintain all financial records. Reference is made to Standing Orders 61 to 81 and the Financial Rules.

- 5.2 to establish proper arrangements in respect of Treasury Management, Pensions and the safeguarding of assets including risk management and insurance.
- 5.3 to authorise effective insurance cover in consultation with the Treasurer in accordance with the Financial Rules.
- 5.4 To act as proper officer for the purposes of the Local Government (Scotland) Act 1973, section 95;
- 5.5 to create, operate and close any bank accounts on behalf of Sustran.
- 5.6 to authorise bad debts to be written off in accordance with Standing Order 71.
- 5.7 to deal with claims in sequestrations and liquidations (Section 191 of the Act of 1973).
- 5.8 to review the financial limits given in Standing Orders or Financial Regulations every year, in line with the relevant inflation indexes.
- 5.9 to exercise all borrowing and lending that Sustran needs in accordance with the Treasury Policy Statement. Any document or agreement which relates to, is the security for, confirms the existence of or is a receipt for any loan/lease arranged under the terms of the Treasury Policy statement will be signed by those people who are nominated by Sustran to sign cheques. Mortgage deeds in the name of Sustran will be signed and sealed according to Section 194 of the Local Government (Scotland) Act 1973.
- 5.10 to use any suitable banking and advisory services and deciding on specific purchases and sales of stocks, shares or any other allowable investments as long as the Treasurer takes the appropriate advice where necessary. Reference is made to Standing Order 80.
- 5.11 to sign all claims, returns or written submissions relating to grants and financial statistics.
- 5.12 To administer the Partnership's scheme of allowances and expenses in terms of the Financial Rules.

6. SOLICITOR

The Solicitor is authorised:-

- 6.1 to act as Monitoring Officer for Sustran. To act as the designated officer for the Ethical Standards in Public Life, Public Interest Disclosure, and Data Protection legislation.
- 6.2 to carry out legal procedures necessary to implementing any matters delegated to the Partnership Officers.
- 6.3 to sign missives and other conveyancing documents and to sign notices and orders in connection with compulsory purchase orders.
- 6.4 to accept tenders in terms of Contract Standing Orders.
- 6.5 to engage private legal firms or engage counsel when appropriate and it is in Sustran's interest.
- 6.6 to start, defend and appear in any legal or tribunal proceedings or any inquiry when appropriate and it is in Sustran's interest.
- 6.7 to settle any action or claim against Sustran up to the level of £1,000. This power to be exercised in consultation with the Treasurer.

SESTRAN FINANCIAL RULES

Document Version Control – Governance Scheme

Date	Author	Version	Status	Reason for Change
April 2006	SEStran	1.0	Approved	Implementation
Jun 2014	SEStran	1.1	Revised	Governance Review
Oct 2017	SEStran	1.2	Revised	Implementation of Version Control

Authorising Expenditure

- 1 Arrangements for authorising expenditure will be in accordance with the procedures adopted by the City of Edinburgh Council.
- 2 No official may let the Partnership's spending (whether revenue or capital) exceed its budget.
- 3 No official may incur any expenditure unless it is an expense which has been approved by the Partnership.
- 4 Proposals to incur expenditure which can be contained within the overall approved budget - but which have not been provided for therein - can be financed by means of budget transfers (or virements). Subject to any policies and directions issued by the Treasurer, power is delegated to Partnership Director to authorise transfer of funds between headings within their approved budgets. In carrying out transfers, the Director must:
 - i. report to the Partnership if a change in policy is involved;
 - ii. report to the Partnership if the transfer will affect revenue budgets for future years;
 - iii. advise the Treasurer when a transfer is approved under delegated powers.
- 5 Where capital grant is awarded for a specific project, no transfer to alternative projects is permitted without the formal consent of the Scottish Government.
- 6 The Partnership Director, in consultation with the Chair, may submit a request for expenditure of an emergency nature. In such circumstances the expenditure concerned may be incurred on the authorisation of the Treasurer. The Director shall arrange for the matter to be reported to the Partnership.
- 7 All claims, returns or written submissions relating to grants and financial statistics must be signed by the Treasurer. Any exception to this must be agreed by the Treasurer.

- 8 Financial records shall not be disposed of other than in accordance with arrangements approved by the Treasurer.

Reporting Requirements

- 9 Every Partnership report is required to include the financial consequences of proposals for the current and future years to be stated.
- 10 In the event that reports do not meet the above criteria, or insufficient time is given to the Treasurer to allow proper consideration of the matter, the Treasurer may request the Secretary to withdraw such an item from the agenda.
- 11 The Treasurer, in conjunction with the Partnership Director, is required to submit detailed monitoring reports to the Partnership at the 6, 9 and 12 month stages of each financial year. These reports will compare actual expenditure to date and projected outturn expenditure with the budget position. Both revenue and capital expenditure and key service issues will be reported.
- 12 The financial content of Partnership reports cannot be determined by a universal set of rigidly applied rules. An element of judgement is required. However, this needs to be based on best professional practice and advice. Reports with financial implications should be prepared having regard to the following considerations:
- i. Cost - the full revenue and/or capital cost per annum arising directly from the proposal;
 - ii. Budget Provision - whether the proposal will be funded from a specific and identified budget area or from a specified substitution;
 - iii. Income/Savings - details of any additional income or savings arising from the proposal which are available to offset costs, and a clear indication of whether these are sustainable in future years or one-off;
 - iv. An explanation of the assumptions used in determining costs, savings and/or income be stated;
 - v. Where costs, income or savings will be incurred over a number of years, an analysis over the period to assist with forward financial planning;
 - vi. External Funding - details of any external funding or contributions from other sources and the timing of the receipt of these funds;
 - vii. All figures to be shown using a consistent price base, with the price base clearly stated (for example, 'using April 2006 prices);
 - viii. Where a project will be delivered over a number of years, an annual cash-flow projection to be provided;

- ix. A comparison of the financing options that have been considered, for example, acquisition, finance lease, operating lease, etc.;
 - x. A sensitivity analysis of the project to key variables to be set out, including a risk analysis.
- 13 These should be treated as guidelines to be applied dependent on the particular content of reports and the materiality of the financial implications. Not all these considerations will be relevant to every proposal or project with financial implications. Together with the provision of professional financial advice, however, these measures are intended to strengthen the Partnership's control of its finances and to enable the Partnership to demonstrate that financial information is prepared on a robust, transparent and consistent basis.

Salaries and Wages

- 14 Appointments of all employees shall be made in accordance with the procedures approved by the Partnership and the approved establishment, grade and rates of pay.
- 15 The processing and payment of salaries and wages shall be done in accordance with procedures adopted by the City of Edinburgh Council and instructions issued by the Treasurer from time to time.
- 16 The payment of salaries, wages, compensations and other emoluments to all employees or retiring allowances to former employees shall be made by the Treasurer, who shall also be responsible for transmitting superannuation contributions to the Pension Fund and tax and national insurance contributions to HM Revenue & Customs.
- 17 The Partnership Director is responsible for keeping the staff number within approved structures and budgets.
- 18 The control objectives to be achieved by operation of the Partnership's payroll procedures are to demonstrably ensure that:
 - i. all payments are made timeously according to entitlement;
 - ii. all deductions on behalf of third parties are appropriate and remitted timeously;
 - iii. all transactions are accounted for in the ledger.
- 19 The duties of payroll preparation, verification and payment must be segregated.
- 20 The Partnership Director carries the responsibility for the security of such records, and for implementing such procedures, which demonstrably ensure both compliance with Partnership Policy, and the accuracy of the information used as the basis for payroll input.

- 21 These procedures will include proper delegation of authority which allows monitoring of start/leave dates, performance and timekeeping, evidenced by signature or password and independent verification of the whole of the information submitted.
- 22 The Partnership Director carries the responsibility for ensuring that submission of the information necessary for payroll input meets the prescribed deadlines set to enable timeous payroll production.
- 23 The Partnership Director is responsible for providing the Treasurer with such information as is required for the completion of Partnership and statutory returns.
- 24 For persons such as consultants engaged by the Partnership for specific tasks, but who are not regarded as having full employee status, special care should be taken with respect to their tax and National Insurance treatment. Every case which might fall into this category, should be referred to the Treasurer for advice.
- 25 Legitimate hospitality, or expenses incurred in the course of duty, shall be reimbursed through the Payroll in accordance with procedures agreed by the Treasurer.

Audit

- 26 The Treasurer, through the offices of the Chief Internal Auditor of the City of Edinburgh Council, shall arrange for a continuous internal audit, to carry out an examination of accounting, financial and other operations of the Partnership.
- 27 The Chief Internal Auditor shall review, appraise and report on:
 - i. the adequacy of internal control as a matter of probity and as a contribution to the economic, efficient and effective use of resources;
 - ii. compliance with approved Partnership policies, plans or procedures;
 - iii. whether the Partnership's assets are properly accounted for and safeguarded from losses arising from theft, fraud, waste, inefficient administration or poor value for money;
 - iv. the suitability and reliability of management data produced within the Partnership;
 - v. how effectively managers perform their responsibility with assistance from the Chief Internal Auditor to achieve value for money;
- 28 The Chief Internal Auditor shall have authority, subject to any necessary prior consultations to:
 - i. enter at all reasonable times on any Partnership premises or land;

- ii. have access to all records, documents and correspondence relating to any financial and related transactions of the Partnership;
 - iii. require and receive such explanations as are necessary concerning any matter under examination; and
 - iv. require any employee of the Partnership to produce cash, stores or any other Partnership property under their control.
- 29 If members of the Partnership or its staff discover any suspected fraud or irregularity that affects the affairs of the Partnership, they must immediately inform the Treasurer who will, in consultation with the Partnership Director, make enquiries and take any action deemed appropriate.
- 30 The Treasurer will ensure that proper arrangements are made for carrying out the statutory audit of the Partnership.
- 31 The Chief Internal Auditor will submit an annual report to the Partnership.

Allowances and Expenses

- 32 The Treasurer shall be responsible for the payment of such allowances and reimbursement of such expenses as the Partnership determines.
- 33 The Treasurer shall be responsible for administering the Partnership's scheme of allowances and expenses in accordance with any relevant statutory provisions.
- 34 The Partnership Director is required to ensure that:
 - i. claims are submitted in accordance with conditions of service, Partnership policies and other statutory provisions, together with relevant supporting information such as receipts;
 - ii. claims are submitted on the appropriate form and certified by an authorised officer;
 - iii. the Treasurer is advised of the officers authorised to sign claim forms on their behalf;
 - iv. the Treasurer is provided with such information as is required to complete Partnership and statutory returns.
- 35 A report on Members' allowances will be published annually, incorporating all details of allowances paid and expenses reimbursed.

Insurance

- 36 Through the offices of the Insurance Manager of the City of Edinburgh Council, the Treasurer shall effect such insurance covers as may be required and negotiate with the Partnership's insurers all claims, in consultation with the other Partnership Officers where necessary. The

Treasurer shall review all insurances as appropriate and report thereon to the Partnership.

- 37 The Partnership Director shall give prompt notification to the Treasurer of all new risks, properties, etc. which require to be insured, and of any alterations or material facts which may affect existing insurances.
- 38 The Partnership Director shall notify the Treasurer, immediately in writing, of any loss, liability or damage or any event likely to lead to a claim and should inform the police where appropriate.
- 39 The Partnership Director shall consult with the Treasurer regarding the terms of any indemnity which may be required. The Treasurer shall consult with the Partnership Solicitor and Insurance Manager regarding the relevant insurance requirements.
- 40 The Partnership Director shall take due account of any recommendations proposed by the Partnership's insurers arising from a risk survey and inform the Treasurer where it is not possible to carry out the recommendations within the timescales specified by the Insurers. The Treasurer shall advise on risk management issues in consultation with the Partnership Director, the appointed insurance adviser and the relevant insurer(s).
- 41 The Treasurer is responsible for preparing, developing and co-ordinating the Partnership's risk management policy.
- 42 The Partnership Director is responsible for ensuring the implementation and effectiveness of the risk management policy and for its review.

Purchasing

- 43 The Partnership Director is responsible for ensuring that all purchasing activity is undertaken in accordance with guidance issued by the Treasurer.
- 44 The Partnership Director carries the responsibility for enforcing compliance with credit purchase procedures which demonstrably ensure that:
 - i. all goods and services ordered are necessary to carry out the Partnership's functions and comply with Partnership policies;
 - ii. sufficient funds are available in the appropriate budget;
 - iii. all goods and services supplied are of the necessary standard, are in accordance with the order details and, where relevant, are properly recorded in stock and inventory records;
 - iv. all invoices authorised for payment are submitted on time, are in accordance with the goods and services supplied, and are properly accounted for in the financial ledger;
 - v. unused order stationery is stored securely;

- vi. there is adequate segregation of duties at least between authorisation of payment and receipt of goods, and ideally between each of these two and authorisation of the order.

Payment of Accounts

Suppliers' Invoices

- 45 The arrangements for processing invoices for payment shall be in accordance with the procedures adopted by the City of Edinburgh Council.
- 46 The Partnership Director will be responsible for certifying invoices for payment and for approving other officers who may authorise invoices and the limits of their authority.
- 47 The Treasurer must be notified of:
 - i. the names of officers who have the facility to authorise invoice payment and the limits of their authority;
 - ii. any change to (i) must be notified within five working days.
- 48 Certification of invoices for payment will incorporate the following checks:
 - i. that the invoice is correctly addressed to the Partnership;
 - ii. that the payment is a true liability of the Partnership and that the goods or services have been properly ordered;
 - iii. that the goods have been received, examined and accepted as to quality and quantity;
 - iv. that the work done or service rendered has been satisfactorily carried out;
 - v. that prices are in accordance with the contract or quotation. Where no contract or quotation exists, that the prices are reasonable;
 - vi. that the account is arithmetically correct;
 - vii. that deductions have been made for discounts where applicable;
 - viii. that, where appropriate, goods have been recorded on stores or inventory records;
 - ix. that both expenditure and VAT are correctly coded to the financial ledger.
- 49 The Treasurer may withhold payment if any of the above conditions are not met.
- 50 Payments must not be made prior to receipt of goods, without approval of the Treasurer.
- 51 Where an original invoice is unavailable, a copy must be requested from the supplier. All copies of original invoices must be endorsed as a certified copy by the supplier and signed by the suppliers'

representatives. Endorsed copies are acceptable for audit and VAT recovery purposes.

- 52 When an invoice contains a VAT error, e.g. an arithmetical error, the invoice must not be changed manually. The supplier should be contacted in order that a credit note might be issued and a new invoice issued for the correct amount.

Regular and Non-Regular Miscellaneous Payments

- 53 Miscellaneous Payments include capital grants, refunds to individuals, payroll corrections, etc.
- 54 The payment of regular and non-regular miscellaneous payments will be made through special applications in accordance with procedures laid down by the Treasurer. The following conditions apply:-
- i. payments shall not relate to a contract for supplies and services;
 - ii. the Treasurer must approve the format of customised miscellaneous payment forms;
 - iii. the payment must be within the statutory and discretionary responsibilities of the Partnership.

Payment by Bank Transfer

- 55 The Treasurer may pay invoices or make miscellaneous payments by bank transfer (BACS), and shall be provided by the Partnership Director with the appropriate bank information. Urgent transactions (not invoices) may be paid by CHAPS at the discretion of the Treasurer.

Control Objectives

- 56 The aim of these procedures is to demonstrate that all payments are:
- i. made timeously once and only once;
 - ii. in accordance with the Partnership's needs;
 - iii. in accordance with the Partnership's policies;
 - iv. properly accounted for.
- 57 Ideally, all payment procedures should be arranged in such a way that the duties of:
- i. authorising purchase;
 - ii. receiving goods and services;
 - iii. authorising payment;
 - iv. making payment;
 - v. verification;
- are segregated, all evidenced by password control or signature and date. Any situation where this cannot be achieved should be discussed with the Chief Internal Auditor.

Payment of Grants

- 58 The Partnership Director is responsible for ensuring that each grant award complies with the corporate criteria and is subject to any such conditions as the Partnership deems appropriate to the particular award.
- 59 The Partnership Director is responsible for project evaluation and the monitoring and evaluation procedures adopted in each case.
- 60 The Partnership Director is required to contain total grants paid within budget provisions for the current year.
- 61 The arrangements for processing grant payments will be in accordance with procedures adopted by the City of Edinburgh Council.

Further Information

- 62 For further information regarding these Financial Rules, please contact Iain Shaw, Principal Finance Manager, City of Edinburgh Council. Tel. 0131-469 3117. iain.shaw@edinburgh.gov.uk

Reviewed June 2014

APPENDIX 2

EXPENSES CLAIM FORM (OTHER MEMBERS)

Date of Meeting.....

Name of Claimant :
Address
Post Code

To whom cheque should be made payable if different from above
Payee
Address
Post Code

Your expenses will be paid as soon as possible after you submit this form. Payment cannot be made on the date of the Partnership meeting. **In support of SESTRAN's commitment to sustainable transport, please consider where practicable, travel by foot, bicycle or public transport in preference to travel by car. Thank you.**

DETAILS OF EXPENSES INCURRED

PUBLIC TRANSPORT Bus, Rail etc.		£
CAR MILEAGE (45p per mile)	Number of miles claimed	£
ACCOMMODATION / SUBSISTENCE		£
OTHER - PARKING CHARGES, ETC.		£

Amount payable £ _____

RECEIPTS MUST BE ATTACHED FOR ALL EXPENSES OTHER THAN CAR MILEAGE

Rail fares should be based on the cheapest rate available, including special arrangements currently in operation by rail franchises e.g. APEX, Supersavers, Savers etc.

I declare that I have incurred the above expenses attending this SESTRAN meeting

Signature of claimant..... **Date**.....

Authorised by

Date.....

Ledger Code to be charged to

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Please return to: Iain Shaw, The City of Edinburgh Council, Department of Finance, Waverley Court (Level 2.6) , 4 East market Street , Edinburgh, EH8 8BG Telephone: 0131 469 3117

11

SESTRAN CONTRACT STANDING ORDERS

1. SESTRAN makes the following standing orders in relation to the procurement of Supplies, Services and the execution of Works on its behalf. They are the Contract Standing Orders referred to in Standing Order 42 of the Standing Orders of SESTRAN.
2. These Contract Standing Orders must be applied in accordance with the following principles:
 - 2.1 Any procurement must be conducted in accordance with the principles of transparency, equality, non-discrimination, and proportionality;
 - 2.2 Except as otherwise provided for, all contracts to which these orders apply should be made as a result of competition; and
 - 2.3 Any procurement must be conducted so as to ensure delivery of Best Value in terms of the Local Government in Scotland Act 2003.
 - 2.4 These Contract Standing Orders are subject to the over-riding provisions of European Union, United Kingdom, or Scottish legislation; including the Regulations. They are also subject to any EU Commission, UK Government or Scottish Government guidance on public procurement that may be issued from time to time.
3. No employee of SESTRAN who has an actual, or potential, conflict of interest or a direct or indirect pecuniary interest in a tender should be involved in the tendering process.
4. The Partnership Director may nominate a delegated representative to exercise the powers delegated to him by these Contract Standing Orders.
5. The following contracts shall be exempted from the provisions of these Contract Standing Orders with the exception of the duty to ensure the delivery of Best Value as set out in 2.3 of these Orders:
 - 5.1 Any contract of employment, but not including contracts for the employment of staff on an agency basis;
 - 5.2 Any contract or type of contract which is declared by the Partnership to be exempt because it is satisfied the exemption is justified by special circumstances;
 - 5.3 Any contract or framework agreement entered into by a consortium, partnership, collaboration, company or similar body:

- 5.3.1 of which the Partnership is a member, registered user or otherwise is entitled to use the said contract or framework agreement; and
 - 5.3.2 which body exists for the purpose of joint purchasing arrangements; and
 - 5.3.3 provided such body has invited tenders in accordance with the principle contained in 2.4 and the use of that contract or framework agreement complies with the principle in 2.3 .
- 5.4 Any contract relating to the disposal or lease of land and/or buildings;
- 5.5 Where the Partnership Director is satisfied that the requirement is not readily obtainable from more than one supplier, service provider, or contractor, and it can be demonstrated that no equivalent is available; provided any contract awarded in accordance with this exemption is reported to the Partnership at its next meeting.
- 5.6 Where the estimated cost of a contract does not exceed £25,000, the Partnership Director or appropriate officer may invite and place tenders for consultancy services, without seeking competitive tenders, provided that, in the Partnership Director's or appropriate officer's opinion, best value would not be secured by competition.

Procedures for Awarding Contracts

6. The procedure for the award of any contract shall be determined upon the estimated value of that contract. The relevant values and the associated tendering procedure that must be applied are detailed in Table below. These values are exclusive of VAT and relate to the full potential life of the contract (i.e. including possible extension periods).

Tender Procedure	Works	Services	Supplies
EU Procedure – Standing Order 7	£4,000,001 and above	£150,001 and above	£150,001 and above
Below OJEU but with mandatory advertising – Standing Order 8	Between £50,001 and £4 million	Between £25,001 and £150,000	Between £25,001 and £150,000
Advertising not mandatory – Standing Order 9	£50,000 or less	£25,000 or less	£25,000 or less

- 6.2 The estimated value of a contract shall be assessed in accordance with Regulation 8 of the Regulations.

- 6.3 The disaggregation of a single requirement to circumvent or avoid the requirements of these contract Standing Orders or any legal requirement is expressly prohibited.

7. EU Procedure: Works contracts of £4,000,001 and above and Services/supplies Contracts of £150,001 and above.

- 7.1 This Contract Standing Order shall, together with the procedures detailed in the **General Tender Procedures section** below, apply to Works contracts with an estimated value of £4,000,001 and above and Services and Supplies Contracts with a value of £150,001 or above.
- 7.2 All contracts to which this Standing Order applies shall be conducted in accordance with the EU Commission Open, Restricted, Negotiated or Competitive Dialogue Procedures as detailed in the Regulations.
- 7.3 The tender opening procedure specified in Appendix 1 of these Contract Standing Orders shall be followed for hard copy tenders.

8. Works Contracts between £50,001 and £4 million and Services and Supplies Contracts between £25,001 and £150,000

- 8.1 This Contract Standing Order shall, together with the procedures detailed in the **General Tender Procedures section** below, apply to Works Contracts between £50,001 and £4 million and Services and Supplies Contracts between £25,001 and £150,000.
- 8.2 All contracts to which this Standing Order applies shall be advertised in a manner that is sufficient to enable open competition and to meet the requirements of the principles detailed in 2.1.
- 8.3 Timescales for the return of tenders shall take account of the complexity of the requirement and allow adequate time for tenderers to respond.
- 8.4 The tender opening procedure specified in Appendix 2 of these Contract Standing Orders shall be followed for hard copy tenders.

9. Works Contracts below £50,000; Services and Supplies Contracts below £25,000

- 9.1 **Contracts with a value below £2,000** - Tenders or Quotations need not be invited in respect of contracts which have a value below £2,000.
- 9.2 **Contracts with a value between £2,001 and £50,000 (Works) and £25,000(Services/Supplies)** – Advertising shall not be mandatory and a contract may be awarded after obtaining three quotations from suitable suppliers identified by market research.

General Tender Procedures

10. Electronic Tendering

10.1 Any electronic method to be used to invite and receive tenders shall comply with the following:

- 10.1.1 It shall have safeguards to ensure that either:
 - (a) tenders cannot be uploaded after the tender deadline; and/
or
 - (b) the date and time that a tender is uploaded is recorded.
- 10.1.2 It shall ensure that the substantive content of a tender cannot be accessed by any SESTRAN personnel until after the tender deadline.
- 10.1.3 It shall record the identity of any person who accesses the tenders as well as the time and date that took place.
- 10.1.4 All records must be of a sufficient standard to be used as evidence in Court.
- 10.1.5 All records must be kept for at least twelve months from the date of the contract award.
- 10.1.6 It shall ensure that economic operators can submit queries regarding the tender on an anonymous basis and that the answers to such queries are made available to all interested economic operators.
- 10.1.7 It shall ensure that SESTRAN shall be able to publish clarifications, or additional information, to the tender documentation so that it is available to all interested economic operators.

10.2 The procedures detailed in Appendices 1 and 2 shall not apply to a tender process conducted in accordance with 10.1.

11.1 The Partnership Director or appropriate Officer of the Partnership will prepare the contract documents setting out:

- The scope;
- The quality;
- The quantity of the works, the goods and services or The consultancy services;
- The proposed method of evaluation to be used.
Where the proposed method is "Most Economically Advantageous Tender" (MEAT), the criteria for the evaluation of tenders shall also be specified in the tender documents.

11.2 The Contract Documents shall state that the Partnership is not bound to accept the lowest tender or any tender.

12 Contract Security

12.1 If the estimated cost of carrying out work under any one contract is more than £1 million, the contractor will normally require to provide appropriate contract security to the Partnership. The Partnership Director or appropriate officer shall consider what contract security may be appropriate, which may take the form of a performance bond and/or a parent company guarantee.

12.2 The Partnership may ask for any contract security considered appropriate on other contracts.

13. Tender acceptance

13.1 The Partnership Director shall issue letters of acceptance provided:

13.1.1 The award is to the tender that represents either:

- The lowest cost; or
- The Most Economically Advantageous tender.

13.1.2 He is satisfied that the award represents Best value.

13.2 For contracts subject to the full rigours of the OJEU procedures the Partnership Director shall approve and issue Pre Standstill Successful Letters at the start of the standstill period.

13.3 For contracts subject to the full rigours of the OJEU procedures the Partnership Director shall approve and issue Post Standstill Award Letters to the successful Tenderer(s) at the end of the standstill period if there has been no form of judicial interruption.

14. Post Tender Communications

14.1 If, during the evaluation process, any post tender communication with Tenderers is necessary prior to contract award in order to clarify or supplement any aspect of their Tender, such communication shall be conducted in accordance with this Contract Standing Order and a record of any such communication must be maintained for audit purposes.

14.2 In order to ensure that there is no distortion of competition, post tender communications undertaken prior to contract award shall be carried out in a restricted and carefully handled manner.

14.3 Any amendment to Tenders or contract documents made as a result of post tender communications must not go beyond clarifying or

supplementing a Tender. It is essential to consider, prior to commencing communications whether the amendments that may be achieved are such that a Tenderer excluded from the process (whether on the list of Tenderers or not) could allege that they had been unfairly treated and/or could have submitted a better Tender.

- 14.4 In conducting post tender communications prior to contract award, Procuring Officers shall comply with the following additional rules:
- 14.4.1 All Tenderers must be treated equally and in an open and fair manner;
 - 14.4.2 Tenderers must not be permitted to amend their bids in a manner that allows them to improve their offer;
 - 14.4.3 Post tender communications must not be carried out in such a manner as to leave the Partnership open to charges of acting anti-competitively;
 - 14.4.4 Where any factor giving rise to post tender communications is not specific to one Tenderer, all Tenderers must be invited to participate in such communications;
 - 14.4.5 There must be no material change to the specification(s) and/or criteria on which tenders are to be assessed;
 - 14.4.6 If it becomes apparent that a material change is required, the tendering process must be recommenced with a revised specification or award criteria;
- 14.5 The Procuring Officer must keep written records of all discussions with Tenderers and these must include the following details:
- Who was involved in the discussion from the Partnership and from the tendering organisation;
 - The date, time and location of any meeting; and
 - The nature of the discussion and the outcome (it would be advantageous if both parties can confirm agreement of the accuracy of this record);

15. Qualified Tenders

A Tenderer who submits a qualified Tender should be given the opportunity to withdraw the qualification. If the Tenderer fails to do so, the whole Tender shall be rejected if it is considered that such qualification affords the Tenderer an unfair advantage over other Tenderers.

16 Confidentiality of Tenders

- 16.1 Between the last date and time for the receipt of Tenders and the date on which a decision is taken as to which, if any, is to be accepted, Tenderers may be contacted in cases where it is necessary to confirm or clarify the terms of the Tender or to effect any necessary adjustments. No information concerning any Tender other than their own will be disclosed to the Tenderer so contacted. A full written record shall be kept of all such contacts and shall be retained with the original Tender.
- 16.2 During the period between the opening of the Tenders and the stage where the content of them is required to be publicly known an absolute obligation of preserving confidentiality will rest on Members and officers of the Partnership.

17. Contract Conditions

- 17.1 Except as detailed below, the Partnership's standard contract terms and conditions must be applied to contracts entered into on behalf of the Partnership.
- 17.2 It is permissible in relation to Works contracts to use widely recognised, construction industry standard contracts -e.g. I.C.E., J.C.T., N.E.C

18. Definitions

"Best Value" - means the provisions contained in Part 1 of the Local Government in Scotland Act 2003.

"OJEU" – means the Official Journal of the European Union

"the Regulations" –means the Public Contracts(Scotland) Regulations 2012 or any amendment or re-enactment thereof.

"SESTRAN" - the South-East of Scotland Transport Partnership

Services - means Services as defined in the EU Consolidated Public Procurement Directive.

Supplies - means Supplies as defined in the EU Consolidated Public Procurement Directive.

"Works" - means Works as defined in the EU Consolidated Public Procurement Directive.

Appendix 1 – Tender Opening Procedures – Standing order 7

EU TENDER PROCEDURES CONTRACTS FOR WORKS £4,000,001 AND OVER; CONTRACTS FOR SERVICES AND SUPPLIES £150,001

1. Notification of Closing Date

- 1.1 At least fourteen days before the closing date, the Programme Manager shall arrange with the Secretary and a Member of the Partnership for their attendance on the tender opening date.
- 1.2 At least three days prior to the closing date, the Programme Manager will send a Tender Return Form to the Office Manager providing the following information:-
 - Title of Contract and Reference Number
 - Closing Date
 - Number of firms invited to tender
 - Contact name and extension number for queries
- 1.3 The Tender Return Form will be passed to the Clerical Assistant responsible for the receipt of tenders who will schedule the receiving of the tenders into his/her work programme.
- 1.4 The Office Manager will schedule the opening arrangements into his/her work programme: this will normally be done each Friday for contracts where the closing date is the following week.
- 1.5 The Clerical Assistant responsible for the receipt of tenders will place a copy of all Tender Return Forms in a folder in the Chairman's office.

2. Receipt of Tenders

- 2.1 Tenderers shall be instructed to return their tender by post or hand-delivery to: The SESTRAN Secretary, Area 3D (Bridge), Victoria Quay, Edinburgh, EH6 6QQ.
- 2.2 Tenders will be instructed to return their tender in the pre-printed envelope which will be supplied to them.
- 2.3 On receipt, the date and time of receipt will be stamped/written on the tender envelope. The words "late tender" will be written on any tenders received after the specified time.
- 2.4 Tenders received after the closing date and time will not be opened or considered under any circumstances.

- 2.5 Tenders will be held in a locked filing cabinet by the Clerical Assistant responsible for the receipt of tenders prior to the opening time. Each time a tender is received, the Clerical Assistant responsible for the receipt of tenders will mark a copy of the Tender Return Form to indicate that a tender has been received. The tenders for each contract will be held separately and secured together [eg by an elastic band] within the filing cabinet.
- 2.6 At 11.45 on a tender closing day, the Clerical Assistant responsible for the receipt of tenders will go to the SEStran Reception and check the time on the speaking clock. He/she will check that the Reception clock is at the correct time and arrange for the Receptionist to adjust it, if required. He/she will ensure that his watch is also at the correct time and ask the Receptionist to do likewise.
- 2.7 A person delivering a tender may choose to retain it if s/he is advised that it is late. SESTRAN will not refuse to accept a tender even if it is delivered after the return date and time. If a late tender is delivered, it should be received in the normal way.
- 2.8 After the closing date and time, the Clerical Assistant responsible for the receipt of tenders will enter in the Tender Return Form in the column headed Date/Time of Receipt:-
- Date and time tender received, **or**
 - NVT [in all cases where a tender has not been returned by the closing date and time: this will include all Late Tenders]
- 2.6 The Clerical Assistant responsible for the receipt of tenders will check his/her copy of the Tender Return form to ensure that he/she has gathered together all the tenders received for the contract.

3. Opening of Tenders

- 3.1 The opening of tenders shall take place in the presence of a Member of the Partnership.
- 3.2 The Office Manager will collect the tenders from the Clerical Assistant responsible for the receipt of tenders and will arrange to open them in the presence of the Programme Manager, the Secretary, and the Member of the Partnership. Prior to opening the tenders, the Office Manager will check that dates and times of receipt for all the tenders recorded on the tender return notification are the same as those written on the tender envelope and that all tenders were received prior to the closing date and time.
- 3.2 Late tenders will be retained by the Clerical Assistant responsible for the receipt of tenders.

- 3.3 The Programme Manager , the Secretary, and the Member of the Partnership will sign the relevant page of each tender opened and the date of opening will also be inserted. In addition, the tender return notification form should be completed and signed by the Programme Manager and by the Office Manager, the Secretary, and the Member of the Partnership.
- 3.4 After the tenders have been opened and signed and the tender return notification form has been completed and signed by those present at the tender opening, the Office Manager will ensure that 4 photocopies of each tender return notification form are made . The Office Manager will arrange for the Programme Manager to uplift the opened tenders. The Programme Manager should take a copy of the tender return notification form with the tenders. The original tender return notification form will be retained by the Office Manager. The second copy of the tender return notification form will be placed in the appropriate file. The Secretary and the Member of the Partnership who attended the opening shall each be provided with copies.
- 3.5 Where the value of the tender is not expressed as a fixed amount and cannot be recorded in the column headed “Amount”, the Office Manager will ensure **either** that a photocopy is made of each opened tender and the photocopy of the tender forwarded to the Programme Manager with the tender return notification form, **or** that all the pages of each tender are punched with a unique coloured stamp kept for that purpose **or** that each page is stamped with a unique coloured stamp kept for that purpose.
- 3.6 The stamp will be held in a secure location.

4. Late Tenders

- 4.1 Tenders which were not received by SEStran [either by post or delivered to the SEStran Reception] by the closing date and time [normally 12 noon] will be deemed to be late tenders.
- 4.2 Late Tenders will be returned to the company which submitted the tender as soon as possible [where possible within 48 hours of the closing date]
- 4.3 The Clerical Assistant responsible for the receipt of tenders will e-mail or telephone the Manager who invited the tenders. He/she will advise that person of the Contract Title and Reference Number of the late tender and will ask for the name and address of the company which submitted the late tender to be e-mailed or faxed to him/her. He/she will specify that the e-mail or fax must include the quoted reference number as well as the name and address of the company.

- 4.4 The Clerical Assistant responsible for the receipt of tenders will return the late tender to the company with the standard letter for the return of Late Tenders.

Appendix 2 - Tender Opening Procedures – Standing order 8

Works Contracts between £50,001 and £4 million; and Services and Supplies Contracts between £25,001 and £150,000.

1. Notification of Closing Date

- 1.1 At least three days prior to the closing date, the Programme Manager will send a Tender Return Form to the Office Manager providing the following information:-
 - Title of Contract and Reference Number
 - Closing Date
 - Number of firms invited to tender
 - Contact name and extension number for queries
- 1.2 The Tender Return Form will be passed to the Clerical Assistant responsible for the receipt of tenders who will schedule the receiving of the tenders into his/her work programme.
- 1.3 The Office Manager will schedule the opening arrangements into his/her work programme: this will normally be done each Friday for contracts where the closing date is the following week.
- 1.4 The Clerical Assistant responsible for the receipt of tenders will place a copy of all Tender Return Forms in a folder in the Chairman's office.

2. Receipt of Tenders

- 2.1 Tenderers shall be instructed to return their tender by post or hand-delivery to: The SESTRAN Partnership Director, Area 3D (Bridge), Victoria Quay, Edinburgh, EH6 6QQ.
- 2.2 Tenders will be instructed to return their tender in the pre-printed envelope which will be supplied to them.
- 2.3 On receipt, the date and time of receipt will be stamped/written on the tender envelope. The words "late tender" will be written on any tenders received after the specified time.
- 2.4 Tenders received after the closing date and time will not be opened or considered under any circumstances.
- 2.5 Tenders will be held in a locked filing cabinet by the Clerical Assistant responsible for the receipt of tenders prior to the opening time. Each time a tender is received, the Clerical Assistant responsible for the receipt of tenders will mark a copy of the Tender Return Form to indicate that a tender has been received. The tenders for each contract

will be held separately and secured together [eg by an elastic band] within the filing cabinet.

- 2.6 At 11.45 on a tender closing day, the Clerical Assistant responsible for the receipt of tenders will go to Reception and check the time on the speaking clock. He/she will check that the Reception clock is at the correct time and arrange for the Receptionist to adjust it, if required. He/she will ensure that his watch is also at the correct time and ask the Receptionist to do likewise.
- 2.7 A person delivering a tender may choose to retain it if s/he is advised that it is late. SESTRAN will not refuse to accept a tender even if it is delivered after the return date and time. If a late tender is delivered, it should be received in the normal way.
- 2.8 After the closing date and time, the Clerical Assistant responsible for the receipt of tenders will enter in the Tender Return Form in the column headed Date/Time of Receipt:-
 - Date and time tender received, **or**
 - NVT [in all cases where a tender has not been returned by the closing date and time: this will include all Late Tenders]
- 2.9 The Clerical Assistant responsible for the receipt of tenders will check his/her copy of the Tender Return form to ensure that he/she has gathered together all the tenders received for the contract.

3. Opening of Tenders

- 3.1 The Office Manager will collect the tenders from the Clerical Assistant responsible for the receipt of tenders and will arrange to open them in the presence of the Programme Manager. Prior to opening the tenders, the Office Manager will check that dates and times of receipt for all the tenders recorded on the tender return notification are the same as those written on the tender envelope and that all tenders were received prior to the closing date and time.
- 3.2 Late tenders will be retained by the Clerical Assistant responsible for the receipt of tenders.
- 3.3 The Programme Manager will sign the relevant page of each tender opened and the date of opening will also be inserted. In addition, the tender return notification form should be completed and signed by the Programme Manager and by the Office Manager.
- 3..4 After the tenders have been opened and signed and the tender return notification form has been completed and signed by those present at the tender opening, the Office Manager will ensure that 2 photocopies of each tender return notification form are made . The Office Manager

will arrange for the Programme Manager to uplift the opened tenders. The Programme Manager should take a copy of the tender return notification form with the tenders. The original tender return notification form will be retained by the Office Manager. The second copy of the tender return notification form will be placed in the appropriate file.

- 3.5 Where the value of the tender is not expressed as a fixed amount and cannot be recorded in the column headed "Amount", the Office Manager will ensure **either** that a photocopy is made of each opened tender and the photocopy of the tender forwarded to the Programme Manager with the tender return notification form, **or** that all the pages of each tender are punched with a unique coloured stamp kept for that purpose **or** that each page is stamped with a unique coloured stamp kept for that purpose.
- 3.6 The stamp will be held in a secure location.

4. Late Tenders

- 4.1 Tenders which were not received by SEStran [either by post or delivered to the SEStran Reception] by the closing date and time [normally 12 noon] will be deemed to be late tenders.
- 4.2 Late Tenders will be returned to the company which submitted the tender as soon as possible [where possible within 48 hours of the closing date]
- 4.3 The Clerical Assistant responsible for the receipt of tenders will e-mail or telephone the Manager who invited the tenders. He/she will advise that person of the Contract Title and Reference Number of the late tender and will ask for the name and address of the company which submitted the late tender to be e-mailed or faxed to him/her. He/she will specify that the e-mail or fax must include the quoted reference number as well as the name and address of the company.
- 4.4 The Clerical Assistant responsible for the receipt of tenders will return the late tender to the company with the standard letter for the return of Late Tenders.



**South East of Scotland Transport Partnership
(SEStran)**

Corporate Procurement Policy

September 2016

SEStran Corporate Procurement Policy

1. Introduction

This procurement policy has been prepared in response to the changing procurement agenda where it is now recognised that there is a need to further emphasise the importance of the role in the delivery of efficient and effective public services.

The Scottish Government's Public Services Reform Agenda and the subsequent Procurement Reform (Scotland) Act 2014 and the associated Public Contracts (Scotland) Regulations 2015 have given a clear direction to all, that procurement should be an integral part in delivering effective and efficient public services. Whilst there is no statutory need for SEStran to have a procurement strategy or policy at present due to its expenditure being below the threshold in Section 15 of the 2014 Act, it was considered appropriate to take account of recent developments and ensure that the procurement function continues to support the key objectives of SEStran and makes a contribution to the achievement of best value in line with SEStran's existing contract standing orders.

This policy sets out our approach to procurement and provides a clear framework for linking the procurement function to the delivery of the Regional Transport Strategy as well as sustainability, efficiency and improving services objectives. In governance terms, the policy links to and compliments the SEStran Contract Standing Orders. It provides part of the evidence suite for demonstrating compliance with the law and the achievement of best value by SEStran across all aspects of procurement: purchasing supplies, services and works, ranging from contracting a whole service to the purchase of day-to-day consumables.

Well managed procurement processes can have a significant impact on improving efficiency, making the best use of SEStran resources and delivering continuous improvement in performance.

Whilst the major requirements of the Procurement Reform (Scotland) Act 2014 do not all apply to SEStran e.g. the need to produce a procurement strategy, it was agreed that a procurement policy should be produced as a matter of good practice, given in the context of the Public Contracts Scotland Regulations 2015, SEStran is a "body governed by public law" and therefore defined as a contracting authority for the purposes of the regulations as specified in Part 1 Section 1 (1) (b) of the 2014 Act.

However, it is also the case that there will be procurement situations where SEStran may need to award a contract without competition and in these situations this policy outlines that procedures will follow the requirements of the Procurement Reform (Scotland) Regulations 2016 and the Public Contracts (Scotland) Regulations 2015.

2. Vision

SEStran's vision for procurement is to provide a high quality, fit for purpose Corporate Procurement Service which will provide best value for SEStran and support the delivery of the Regional Transport Strategy vision:

"South East Scotland is a dynamic and growing area which aspires to become one of northern Europe's leading economic regions. Essential to this is the development of a transport system which enables businesses to function effectively, allows all groups in society to share in the region's success through high quality access to services and opportunities, respects the environment and contributes to better health".

3. Policy Principles

- Place and develop the policy within the wider context of SEStran's Regional Transport Strategy and governance procedures.
- Take account of national developments, the Public Services Reform agenda and the needs of the SEStran area.
- Operate within the legislative framework imposed by the Public Procurement Directives, national legislation and SEStran Standing Orders and recognise the accounting requirements and efficiencies of Best Value.
- Set out the reasons and justification for the approach taken to procurement and issues such as awarding a contract without competition.
- Effectively demonstrate adherence to the four C's of best value (Challenge, Compare, Consult and Compete) where appropriate.
- Meet SEStran's needs for goods, services and works in a way that achieves value for money on a whole life cost basis in terms of generating benefits not only to the organisation, but also to society, economy and environment.
- Consider how procurement can improve the economic, social, and environmental wellbeing of the SEStran area with particular reference to reducing inequality in the SEStran area, facilitate the involvement of small and medium enterprises, third sector bodies and supported business, and promote innovation.
- Demonstrate through the procurement process that SEStran has given due regard to whether the award criteria and conditions relating to the performance of a relevant contract should include consideration to enable it to better perform its equality duty.
- Clearly establish that in undertaking any regulated procurement that SEStran treat all relevant economic operators equally and without discrimination and act in a transparent and proportionate manner for all procurement activity.
- Protect public spending, ensuring that public money is spent properly ensuring integrity and accountability.

4. Use of Competition and Best Value

The aim of our procurement policy is to use competition where this is both appropriate and necessary to improve the delivery of goods, works and services and where the risks and benefits of competition have been clearly established.

SEStran operates, on behalf of constituent council members, a number of regulated contracted services which have been won under a compulsory competitive tendering regime and it is the policy of SEStran to continue to market test these contracts and the provision of all forms of procurement undertaken by SEStran in line with the Scottish model of Procurement and associated legislation and regulation. However, in terms of some contracts, best value may be achieved by the continued delivery of the contract without competition and in these situations SEStran will clearly outline the rationale for this in line with the Regulations.

5. Contract Standing Orders

SEStran is committed to ensuring that its procurement function maximises its contribution towards the delivery of efficient and effective public services. To achieve this, procurement processes and procedures must be open, robust and continuously improved to reflect recognised best practice.

As a public body, SEStran has to follow strict rules in the way we invite, evaluate and award contracts. These rules are set out in legislation and our own Standing Orders¹. Their purpose is to ensure accountability, openness and transparency in the way that we do business with suppliers and to protect SEStran and its employees from any legal challenge or allegation of impropriety in the way we conduct our business.

6. Advertisement, Application and Award

SEStran will seek to increase the transparency of procurement activity to all operators through the publication of an annual procurement report to be scrutinised and agreed by SEStran's Performance and Audit Committee. SEStran will also use Public Contracts Scotland to advertise regulated and OJEU contracts and publish award notices.

In awarding any tender, SEStran officers will comply with the General Duties of the Procurement Reform (Scotland) Act 2014, and, if applicable, The Public Contracts (Scotland) Regulations 2015, and also comply and record compliance with the Sustainable Procurement Duty outlined within the 2014 Act. This will be done in a proportionate way but applied to all regulated procurements undertaken by SEStran from 1 June 2016.

All SEStran employees involved in regulated procurements will be required to fill in a template form (Annex 1) outlining how they have undertaken the following aspects of the General and Sustainable Procurement Duties for regulated procurements. They

¹ [SEStran Contract Standing Orders](#)

will also have treated all relevant economic operators equally and without discrimination, acted in a transparent and proportionate manner, considered how the procurement can improve the economic, social and environmental wellbeing of the SEStran area, facilitated the involvement of small and medium enterprises, third sector bodies and supported businesses and promoted innovation.

Wellbeing is explained in summary with the Procurement Reform (Scotland) Act 2014 Statutory Guidance published in March 2016 and in detail with The Local Government in Scotland Act 2003 – Guidance on the Power to Advance Wellbeing

It will also be recognised and recorded through the procurement process how compliance with the general duties and sustainable procurement duties have aided compliance with respect to the Equality Act and specific Scottish duties and the Climate Change Act 2009 and the associated Public Bodies Reporting duties.

7. Monitoring and Review

It is important that this policy is regularly monitored and reviewed to ensure that it continues to meet the needs of SEStran and delivers measurable contributions towards the achievement of SEStran objectives. Member scrutiny will be undertaken by an annual performance review reporting to SEStran's Performance and Audit Committee.

September 2016

SESTRAN Corporate Procurement Policy Pro-forma

SEStran's Corporate Procurement Policy (September 2016) outlines our approach to regulated procurements and in governance terms, the policy links to and compliments SEStran's Contract Standing Orders. The policy outlines that awarding officers will be required to complete this pro-forma when awarding a regulated procurement to demonstrate compliance with the General Duties of Procurement Reform (Scotland) Act 2014 and compliance with the Sustainable Procurement Duty. Further Scottish Government guidance is available here:

<http://www.gov.scot/Resource/0049/00496919.pdf>

The pro-forma is also a method of recording compliance in respect to the impact of procurement on the better performance of SEStran's Public Sector Equality Duty and associated duties under the Climate Change Act 2009 and associated Public Bodies Reporting Duties.

- Record of Compliance with General Duties of 2014 Act:

<http://www.legislation.gov.uk/asp/2014/12/section/8>

(1)A contracting authority must, in carrying out a regulated procurement—

(a)treat relevant economic operators equally and without discrimination,

(b)act in a transparent and proportionate manner.

(2)A contracting authority must also comply with the sustainable procurement duty.

(3)However, a contracting authority must not do anything in pursuance of subsection (2) that would conflict with its duty under subsection (1).

(4)A relevant economic operator is an economic operator who is a national of, or is established in—

(a)a member State, or

(b)Iceland, Liechtenstein or Norway.

Please see this box to record justification and evidence here

(5)Subsection (1) does not apply in relation to an EU-regulated procurement.

- Record of Compliance with Sustainable Procurement Duty of 2014 Act:

<http://www.legislation.gov.uk/asp/2014/12/section/9>

(1) For the purposes of this Act, the sustainable procurement duty is the duty of a contracting authority—

(a) before carrying out a regulated procurement, to consider how in conducting the procurement process it can—

(i) improve the economic, social, and environmental wellbeing of the authority's area,

(ii) facilitate the involvement of small and medium enterprises, third sector bodies and supported businesses in the process, and

(iii) promote innovation, and

(b) in carrying out the procurement, to act with a view to securing such improvements identified as a result of paragraph (a)(i).

(2) The contracting authority must consider under subsection (1) only matters that are relevant to what is proposed to be procured and, in doing so, consider the extent to which it is proportionate in all the circumstances to take those matters into account.

(3) In this section—

- *“small and medium enterprises” means businesses with not more than 250 employees,*
- *“third sector bodies” means organisations (other than bodies established under an enactment) that exist wholly or mainly to provide benefits for society or the environment.*

(4) In this section, references to the wellbeing of the authority's area include, in particular, reducing inequality in the area.

Please see this box to record justification and evidence here

- Award without Competition justification

When Best Value is achieved with Competition, officers will be required to record the compliance with the Criteria outlined in The Procurement (Scotland) Regulations 2016:

<http://www.legislation.gov.uk/sdsi/2016/9780111030868>

Please see this box to record justification and evidence here

Procurement and better performance of Equality Duty

Please outline in the box below due regard to whether the award criteria should include considerations to enable it to better perform the equality duty

<http://www.legislation.gov.uk/sdsi/2012/9780111016718/regulation/9>

Please see this box to record justification and evidence here

- Climate Change Duties

<http://www.legislation.gov.uk/asp/2009/12/section/44>

<http://www.legislation.gov.uk/ssi/2015/347/made>

The following box should be used to record how this procurement activity has contributed to SEStran's compliance with its climate change duties. Scottish Government guidance: <http://www.gov.scot/resource/doc/340746/0113071.pdf>

Please see this box to record justification and evidence here

Signature of Awarding Officer

Signature of Partnership Director
and/or Business Support Manager

Date