

## **Contract Standing Orders**

### **1. INTRODUCTION**

- 1.1 The purpose of the report is to seek approval of the revised Contract Standing Orders as attached to this report.

### **2. BACKGROUND**

- 2.1 As a statutory body, it is appropriate that SEStran has good governance arrangements in place which enable lawful and transparent decision making. The SEStran Governance Scheme forms a collection of all of the key documents giving effect to these governance arrangements which includes the Contract Standing Orders.
- 2.2 The Contract Standing Orders set out the rules for the procurement of goods, works and services for the Partnership. Procurement decisions are important for the Partnership not only to secure best value in its arrangements but also to ensure that decisions are made lawfully and transparently.
- 2.3 A key driver for this update has been to develop the Contract Standing Orders to ensure that they meet current business needs and provide an appropriate level of scrutiny and openness. Updates have also been made to accommodate a number of changes in procurement regulations and statutory guidance that have occurred over the past few years.

### **3. MAIN REPORT**

- 3.1 The revised Contract Standing Orders are presented at Appendix 1. These have been drafted by SEStran's solicitors in line with relevant legislation and guidance, sector best practice, and the specific requirements of SEStran.
- 3.2 Due to extend of updating and reformatting that has taken place, it is not possible to present a version showing all changes tracked to the current Contract Standing Orders (which are attached at Appendix 2 for reference). Instead, SEStran's solicitor has but together the following summary of the key changes that have been made:

Existing Provision	Changes to the Standing Orders	Rationale behind the change
<p>Any contracts which were to be awarded under a framework agreement were exempt from the Contract Standing Orders. This meant that the limits and processes set out in the Contract Standing Orders did not apply to any contracts granted under a framework agreement.</p> <p><i>Note: Framework agreements are agreements which have been put in place by a contracting authority in compliance with the procurement legislation. These framework agreements enable contracting authorities to call off contracts (whether by mini-competition or direct award) compliantly without having to go through a full procurement process.</i></p>	<p>This has now been amended to bring framework agreements into the Contract Standing Orders</p>	<p>Framework Agreements are a flexible tool and if used correctly they allow you to efficiently comply with the procurement rules.</p> <p>The use of Framework Agreements is still permitted under the Contract Standing Orders. However, it was considered appropriate to bring them into the Standing Orders to (i) ensure that consideration is given as to whether it is an appropriate procurement route and (ii) to ensure that the delegated limits for approval apply to any contracts awarded under Framework Agreements.</p>
<p>No existing provision</p>	<p>A new provision has been inserted to enable the suspension of standing orders in the case of an emergency where immediate action is required to protect the interests of the Partnership.</p>	<p>This has been inserted to enable contracts to be awarded outwith the standing order process where there is an emergency scenario, for example there is a danger to life or health or destruction of property.</p> <p>This is only permitted on a temporary basis and is subject to a requirement to advise the Chairperson as soon as practicable and would then be reported to the Partnership to ensure that there is openness and transparency.</p>

<p>New Provision</p>	<p>A new provision requiring employees and members who have a financial interest in a contract being considered to declare an interest.</p> <p>The focus relates to employees to ensure that they take appropriate steps regarding declaration of interest.</p>	<p>It is important to ensure that there can be no suggestion of impropriety in dealing with the award of contracts both in terms of the Public Procurement Regulations and also reputationally.</p> <p>This links with SEStran's existing Anti-Bribery Policy.</p>
<p>The Standing Orders currently have three financial tiers as follows:</p> <p><b>Works Contracts</b></p> <p>£60,000 or less – quotations required but no advertising required  £60,001 to the Higher Value Threshold (currently £5,372,609) – some advertising required  £5,372,609 and above – full process required.</p> <p><b>Supply and Services Contract</b></p> <p>£30,000 or less – quotations required but no advertising required  £30,001 to the Higher Value Threshold (currently £214,904) – some advertising required  £5,372,609 and above – full process required.</p>	<p>This has been amended as follows to add an additional lower tier:</p> <p><b>Works contracts</b></p> <p>£6,000 or less – no advertising and quotations not required.</p> <p>£6,000 - £2,000,000 – advertising not mandatory – although there is a requirement to obtain three quotes or to advertise</p> <p>Over £2,000,000 - £5,372,609 – advertising required using PCS (Public Contracts Scotland)</p> <p>£5,372,609 – full procurement required.</p> <p><b>Supply and Services Contract (except consultancy)</b></p> <p>£6,000 or less – no advertising and quotations not required.</p>	<p>The values have been amended to reflect the Procurement Reform (Scotland) Act 2014.</p> <p>As part of the update, for each of the tiers, we have set out a more detailed set of steps for each process.</p> <p>This will ultimately be supplemented with a procurement manual.</p>

£6,001 - £50,000 – advertising not mandatory – although there is a requirement to obtain three quotes or to advertise

Over £50,000 - £213,477 – advertising required using PCS

£213,477 – full procurement required.

**Consultancy Contract**

£25,000 or less no advertising and quotations not required.

£25,001 - £50,000 – advertising not mandatory – although there is a requirement to obtain three quotes or to advertise

Over £50,000 - £213,477 – advertising required using PCS

£213,477 – full procurement required.

<p>New Provision</p>	<p>A new provision has been included to deal with single source contracts. The aim of this provision is to enable contracts to be awarded to a single supplier in certain circumstances as set out in the Contract Standing Orders.</p> <p>This is supplemented with a process to ensure an appropriate audit trail.</p>	<p>Both the Public Contracts (Scotland) Regulations 2015 and the Public Procurement (Scotland) Regulations 2016 enable contracts to be awarded to one contractor in certain circumstances, for example where a particular contract has certain IP rights etc.</p> <p>The provisions in the standing orders have been set up to reflect the legal position with an appropriate audit trail in relation to the decision making process.</p>
<p>New Provision</p>	<p>A new provision has been inserted to deal with variations to contracts. This has been included to deal with the circumstances where a contract requires to be varied to include new elements of work.</p>	<p>On occasion following entering into a contract, there may be circumstances where it would be appropriate to vary a contract. This could be for example, that for reasons that SEStran was not aware of at the start of the contract, there may be additional work required. In order to ensure good governance, a process has been included to ensure that appropriate information is obtained before any contract is modified.</p> <p>There have also been limits put on such approval in terms of (i) the circumstances where the contract can be extended and (ii) the value of that extension. In terms of the value, approvals to an extension can only be given up to the higher of £200,000 or 50% of the original contract value. Any variations above these limits would be referred to the Partnership for approval.</p>

<p>New Provision</p>	<p>A new limit has been included in relation to the award of contracts.</p>	<p>In the previous standing orders there were no clear limits on the powers of the Partnership Director to approve the entry into a contract.</p> <p>The Partnership Director can now approve contracts up to the value of £1,000,000 excluding VAT. As a result the award of contracts above this value would require to be approved by the Partnership.</p>
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## 4. RECOMMENDATIONS

- 4.1 It is recommended that the Partnership Board:
- a) Approve the revised Contract Standing Orders as attached at Appendix 1
  - b) Delegate to officers any final minor amendments to the text of the revised Contract Standing Orders

Michael Melton  
**Programme Manager**  
21 June 2024

**Appendix 1:** New Contract Standing Orders  
**Appendix 2:** Current Contract Standing Orders

Policy Implications	There are no policy implications beyond the adoption of the new Contract Standing Orders into the Governance Scheme
Financial Implications	There are no direct financial implications of this change, however the new Contract Stading Orders ensure that the Partnership continues to secure best value in all of the contracts that it awards.
Equalities Implications	None
Climate Change Implications	None

## **SESTRAN CONTRACT STANDING ORDERS**

### **1. Introduction**

- 1.1. These Contract Standing Orders set out how the Partnership deals with the award of contracts for the supply of goods, works and services. The purpose of the Contract Standing Orders is to ensure that contracts are procured in an open and transparent way that demonstrates compliance with the law and the Partnership's policies and procedures. These are the Contract Standing Orders referred to in Standing Order 42 of the SEStran Governance Scheme, Part 1: Standing Orders.
- 1.2. These Contract Standing Orders must be applied in accordance with the following principles:
  - 1.2.1. Any procurement must be conducted in accordance with the principles of transparency, equal treatment, non-discrimination, and proportionality;
  - 1.2.2. Unless the Contract Standing Orders are suspended or the contracts are exempt pursuant to paragraph 2, all contracts must be awarded in accordance with the SEStran Governance Scheme including without prejudice to the foregoing generality, these Contract Standing Orders;
  - 1.2.3. That the requirements of all applicable legislation and statutory guidance related to public sector procurement shall apply; and
  - 1.2.4. Of the duty to secure Best Value in terms of section 1 of the Local Government in Scotland Act 2003.
- 1.3. Except where the SEStran Governance Scheme does not permit the further delegation of any power, the Partnership Director may nominate a delegated representative to exercise the powers delegated to him under the SEStran Governance scheme including the matters delegated in Appendix 1 to these Contract Standing Orders.
- 1.4. Any breach or non-compliance with these Contract Standing Orders must be reported to the Partnership Director who shall have the power to determine the appropriate action to be taken.
- 1.5. The Partnership Director may develop further procedures and practices in respect of the procurement and award of contracts for the supply of goods, works and services without reference to the Partnership, provided that the procedures and the practices comply with the SEStran Governance Scheme.
- 1.6. The Partnership Director may update these Contract Standing Orders without further reference to the Partnership insofar as:
  - 1.6.1. To change job titles or deal with amendments to the structure; and



- 1.6.2. To amend the thresholds for each of the relevant procurement processes where either (i) these are amended as a matter of law or (ii) to increase the thresholds by no more than 5% annually.

Where the Contract Standing Orders are amended in this way, the Partnership Director shall issue the updated Contract Standing Orders to the Partnership for noting retrospectively.

## **2. Exemptions from the Contracts Standing Orders**

- 2.1. The Contract Standing Orders do not apply to the following contracts:
  - 2.1.1. Any contract of employment or secondment, but not including contracts for the employment of staff on an agency basis;
  - 2.1.2. Any contract relating to the transfer, acquisition, disposal or lease or licence of heritable property or an interest in the heritable property including a licence to occupy or use any heritable property;
  - 2.1.3. A contract between two or more contracting authorities provided that the terms of the Regulations are met; and
  - 2.1.4. Grant awards being made by the Partnership to other bodies which are dealt with under the Grant Standing Orders and The SEStran Governance Scheme, Part 4: Financial Rules.

## **3. Suspension of the Contract Standing Orders**

- 3.1. These Contract Standing Orders may be suspended by the Partnership or set aside temporarily by the Partnership Director in the case of emergency where immediate action is required to protect the interests of the Partnership.
- 3.2. The Partnership Director is authorised to take such measures as may be required in emergency situations including for example to enter into an emergency contract where such contract would avert or deal with the potential effects of an actual or potential emergency/disaster. This emergency/disaster could include without prejudice to the foregoing generality, danger to life or health or serious damage to or destruction of property.
- 3.3. If the Partnership Director does temporarily set aside the Contract Standing Orders, the Partnership Director requires to:
  - 3.3.1. advise the Chairperson of the Partnership as soon as practicable; and
  - 3.3.2. report the use of this power to the Partnership at the next meeting, explaining why this action was taken.

## **4. Declaration and Registers of Interest**

- 4.1. A member of the Partnership (whether a Councillor Member or an Other Member) who has either a financial interest or non-financial interest in a contract which is being considered must declare an interest as soon as the

interest becomes apparent. The members of the Partnership in determining what is an interest should have regard to and comply with the relevant code of conduct/Ethical Standards in Public Life (Scotland) Act 2000.

- 4.2. Employees must take appropriate steps to ensure that they identify and prevent conflicts of interest. In taking appropriate steps, employees should have regard to the Anti-Bribery Policy.<sup>1</sup>
- 4.3. In respect of employees of the Partnership, any employee who has an actual or potential conflict of interest, or a direct or indirect pecuniary interest in a tender/contract, should notify the Partnership Director in writing (email counts as writing).
- 4.4. If a conflict has been declared or otherwise identified, the person concerned should not be involved in any way in the tendering process including for the avoidance of doubt, the drafting, evaluation or approval of tenders, the management of any contracts which have been awarded or the issue of variations to the contract.

## 5. **Framework Contracts**

- 5.1. The Partnership Director may determine that the appropriate route for procurement may be the utilisation of a framework.
- 5.2. The Partnership Director may arrange for the Partnership to become a member of, registered user of or to otherwise use a framework agreement which has been set up in compliance with the relevant legal requirements and which the Partnership is entitled to use.
- 5.3. A contract to be awarded under the framework may be awarded in line with the rules set out as part of that framework agreement.
- 5.4. Where the framework permits a direct award (i.e. without requiring a further mini-competition) the Partnership Director should approve the use of that procedure.
- 5.5. Notwithstanding the terms of paragraph 5 – the limits in paragraph 2 of Appendix 1 will still apply.

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<sup>1</sup> [SEStran Anti-Bribery Policy](#)

## 6. Procurement Procedures

6.1. 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).

<b>Tender Procedure</b>	<b>Works</b>	<b>Services</b>	<b>Supplies</b>
Low Value Contracts – Paragraph 7	Below £6,000 (excluding VAT)	Below £6,000 (excluding VAT) for services except consultancy. For consultancy the limit shall be below £25,000 (excluding VAT).	Below £6,000 (excluding VAT)
Unregulated Contracts – Paragraph 8	£6,000 or over and less than £2 million (excluding VAT)	For services contracts (other than consultancy contracts £6,000 or over and less than £50,000 (excluding VAT) and for consultancy contracts £25,000 or over and less than £50,000.	£6,000 or over and less than £50,000 (excluding VAT)
Regulated Contracts– Contract Paragraph 9 <sup>2</sup>	£2 million or above (excluding VAT) but less than the Find a Tender Threshold	£50,000 or above (excluding VAT) but less than the Find a Tender Threshold	£50,000 or above (excluding VAT) but less than the Find a Tender Threshold

<sup>2</sup> The thresholds may be amended by order – link to current thresholds [Procurement threshold values - gov.scot \(www.gov.scot\)](http://www.gov.scot/procurement-threshold-values)

Find a Tender Threshold (as at 1 January 2024) – Paragraph 10 <sup>3</sup>	£5,372,609 (including VAT) and above	£214,904 (including VAT) and above	£214,904 (including VAT) and above
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6.2. 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. Low Value Contracts below £6,000 excluding VAT**

7.1. In the interest of efficient management of the Partnership, tenders or quotations need not be invited in respect of:

7.1.1. any contracts which have a value below £6,000 excluding VAT (for any type of contract); and

7.1.2. any consultancy contracts of below £25,000 excluding VAT.

**8. Unregulated Works Contracts with a value of £6,000 or over but less than £2 million excluding VAT and; Unregulated Services and Supplies Contracts between with a value of £6,000 or over excluding VAT (for all services contracts excluding consultancy) and £25,000 or over excluding VAT for consultancy contracts but in both cases less than £50,000 excluding VAT**

8.1. Advertising shall not be mandatory and a contract may be awarded after obtaining a minimum of three quotations from suitable suppliers identified by market research as having the necessary expertise to meet the requirements of SEStran. When obtaining three quotations, it should be determined how bids will be assessed. For example for the higher end of the range it may be appropriate to obtain the most economically advantageous tender. In these circumstances, the assessment criteria should include quality/pricing criteria.

8.2. Quotations may be invited by

8.2.1. approaching prospective contractors directly;

8.2.2. using the Quick Quote system; or

8.2.3. open advertisement on the PCS portal.

The Partnership Director shall be consulted and approve the most appropriate route, having regard to the nature of the Contract, the nature of the market and equal access to opportunities.

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<sup>3</sup> The thresholds are updated on 1 January every two years – link to current thresholds [Procurement threshold values - gov.scot \(www.gov.scot\)](https://www.gov.scot/publications/procurement-threshold-values-2024/pages/introduction.aspx). SEStran is an “other body” or “all sector” for the purpose of the thresholds.

- 8.3. Where three quotations cannot be obtained, a written record must be kept detailing the reasons for this. If only one quote has been obtained, the procedure set out in paragraph 11 of these Contract Standing Orders shall be adopted. If more than one quote has been obtained, the Partnership Director has the discretion to award the contract with only two quotations.
- 8.4. Where quotations are received, except where the Partnership Director agrees otherwise, the contract will be awarded to:
  - 8.4.1. the tenderer who submitted the lowest quotation where the basis of assessment was solely pricing; or
  - 8.4.2. the tenderer who submitted the most economically advantageous tender based on the quality/price split set out.

**9. Regulated Works Contracts £2 million or over (excluding VAT) but less than the Find a Tender threshold and Regulated Services and Supplies Contracts £50,000 or over (excluding VAT) but less than the Find a Tender threshold**

- 9.1. In order to assess the contract value in order to determine whether the contract falls within this paragraph, the estimated value of a contract shall be assessed in accordance with Regulation 3 of the Procurement (Scotland) Regulations 2016 <sup>4</sup>
- 9.2. All such contracts require to be advertised in a manner that is sufficient to enable open competition and to meet the requirements of the principles detailed in 1.2 and except where the provisions of 2.2 (exemption from electronic tendering) of Appendix 2 apply, they will be advertised electronically on the Public Contracts Scotland portal [Home – Public Contracts Scotland](#).
- 9.3. Timescales for the return of Tenders shall take account of the complexity of the requirement and allow adequate time for Tenderers to respond.
- 9.4. The General Requirements in respect of tenders set out in Appendix 2 shall apply.

**10. Contracts at or above the Find a Tender Threshold.**

- 10.1. In order to assess the contract value in order to determine whether the contract falls within this paragraph, the estimated value of a contract shall be assessed in accordance with Regulation 6 of the Public Contracts (Scotland) Regulations 2015.<sup>5</sup>
- 10.2. Before undertaking a procurement in this category:

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<sup>4</sup> [The Procurement \(Scotland\) Regulations 2016 \(legislation.gov.uk\)](#)

<sup>5</sup> [The Public Contracts \(Scotland\) Regulations 2015 \(legislation.gov.uk\)](#)

- 10.2.1. an assessment should be made as to whether there are already frameworks in existence which are capable of being used for the particular requirement; and
  - 10.2.2. approval of the Partnership Director will require to be sought.
- 10.3. The Partnership Director (at their discretion) may instruct that a procurement is carried out either:
- 10.3.1. using an existing framework; or
  - 10.3.2. by asking another contracting authority to procure the works, goods and services on the Partnership's behalf; or
  - 10.3.3. by the Partnership using this route.

- 10.4. Where it is determined that the procurement will be carried out by the Partnership using this route
- 10.4.1. all such contracts require to be advertised in a manner that is sufficient to enable open competition and to meet the requirements of the principles detailed in 1.2 and except where the provisions of paragraph 2.2 (exemption from electronic tendering) of Appendix 2 apply, they will be advertised electronically on the Public Contracts Scotland portal [Home – Public Contracts Scotland](#) which ultimately posts procurements on the Find a Tender Service;
  - 10.4.2. Timescales for the return of Tenders shall take account of the complexity of the requirement and allow adequate time for Tenderers to respond; and
  - 10.4.3. The General Requirements in respect of tenders set out in Appendix 2 shall apply.
- 10.5. The procedure to be adopted, for example, whether open, restricted etc shall be approved by the Partnership Director.

## 11. **Single Source/Non-competitive Procurement Procedure – New Contracts**

- 11.1. **Contracts £6,000 or over excluding VAT (for services excluding consultancy) £25,000 or over excluding VAT in respect of consultancy and in both cases less than £50,000 excluding VAT in value**
- 11.1.1. Where it can be demonstrated that Best Value will be served by the appointment of a contractor without competition, then the Single Source Approval Form Appendix 3 must be completed and submitted to the Partnership Director.
  - 11.1.2. If the Partnership Director approves the Single Source Approval Form, then the award without advertising the opportunity may be progressed.
- 11.2. **Contracts £50,000 or over excluding VAT**
- 11.2.1. Where:
    - 11.2.1.1. it can be demonstrated that Best Value will be served by the appointment of a contractor without competition;
    - 11.2.1.2. the circumstances set out in paragraph 11.2.3 apply; and
    - 11.2.1.3. it is intended to award the contract to a single contractorthen the Request for a Single Source Equal to or greater than £50,000 Approval Form – Appendix 4 must be completed and submitted to the Partnership Director for approval.
  - 11.2.2. If the Partnership Director approves the Single Source Approval Form, then the award without advertising the opportunity may be progressed.

11.2.3. The circumstances for the purpose of paragraph 11.2.3 are:

11.2.3.1. where no tenders, no suitable tenders, no requests to participate or no suitable requests to participate have been submitted in response to the publication of a contract notice, provided that the initial conditions of the contract are not substantially altered; or

11.2.3.2. where the works, supplies or services can be supplied only by a particular economic operator for any of the following reasons:

11.2.3.2.1. the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance; or

11.2.3.2.2. competition is absent for technical reasons; or

11.2.3.2.3. the protection of exclusive rights, including intellectual property rights;

but only, in the case of paragraphs 11.2.3.2.2 and 11.2.3.2.3, where no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement; or

11.2.3.3. where (but only if it is strictly necessary) for reasons of extreme urgency brought about by events unforeseeable by the contracting authority, the authority considers it must proceed to award a contract without delay; or

11.2.3.4. Where all of the following conditions apply:

11.2.3.4.1. it is for new works, services or both, consisting of the repetition of similar works or services entrusted to the economic operator to which the contracting authority awarded an original contract, provided that such works or services are in conformity with the project for which the original contract was awarded;

11.2.3.4.2. the project indicated the extent of possible additional works or services and the conditions under which they would be awarded;

11.2.3.4.3. the possible use of this procedure was disclosed in the procurement documents and the total estimated cost of subsequent works or services was taken into consideration by the contracting authority when determining the estimated value of the original contract; and



11.2.3.4.4. not more than three years has elapsed following the conclusion of the original contract.

11.2.3.5. Where, for supply contracts only, a change of supplier would oblige the Partnership to obtain goods of a different characteristic which would result in incompatibility or disproportionate technical difficulties in the operation or maintenance of current goods supplied; or

11.2.3.6. Where goods are being purchased from a supplier being wound up or directly from the liquidator, where these are offered on advantageous terms.

11.3. Note that any contract awarded £50,000 or over(excluding VAT) may require an award notice to be published which sets out the grounds for entering that contract. The reasons given in the completed Request for a Single Source Equal £50,000 or over Approval Form may be used for a justification on the notice.

## **12. Contract Modifications and Extension**

- 12.1. If any modification, extension or variation of a contract is required and is not provided for in the original contract, a Request for Modification Form requires to be completed and submitted to the Partnership Director for approval in line with their delegated limits.
- 12.2. If approved by the Partnership Director, the necessary amendments will be made to the Contract.
- 12.3. For the avoidance of doubt all variations which cannot be contained within approved budgets require to be approved by the Partnership or the relevant Committee of the Partnership.
- 12.4. All modifications or variations will be reported to the Partnership retrospectively on a 6 monthly basis if the cumulative effect of these is to increase the value of the contract by 50% of the award price.
- 12.5. In respect of any contracts which are above the Find a Tender threshold or where the variation would put them above the Find a Tender threshold, the Partnership Director will take legal advice as appropriate on any of the amendments.

## **Appendix 1 – Specific Powers delegated to the Partnership Director in relation to Contracts**

The following powers/functions are delegated to the Partnership Director:

1. To determine and manage the appropriate tendering arrangements in relation to the purchase of works, goods and services for the Partnership including:
  - 1.1. The determination of the most appropriate route for the procurement of the goods, services and works;
  - 1.2. Determining the most appropriate qualification and award criteria;
  - 1.3. Assessing and rejecting tenders;
  - 1.4. Taking all such steps necessary to carry out the procurement process in line with these Contracts Standing Orders including arranging for the evaluation of the tenders; and
  - 1.5. Exercising all powers delegated in terms of the Standing Orders
2. To approve entering into a contract with the total value of the contract being up to £1,000,000 (excluding VAT);
3. To approve varying a contract which has already been entered into provided that the variation is no greater than the higher of (i) £200,000 (excluding VAT) or (ii) 50% of the original contract value;
4. To make arrangements with another contracting authority to undertake procurement exercises on behalf of the Partnership;
5. Determining the appropriate form of contract to be used in respect of the procurement of a contract; and
6. To agree to settle claims from contractors in respect of matters or items not clearly within the terms of any relative contract up to a value of £200,000 (excluding VAT) on a cumulative basis.

## **Appendix 2 – General Tendering procedures for all Regulated Contracts or Contracts at or over the Find a Tender Threshold.**

### **1. Pre-Tender Requirements**

Prior to advertising the opportunity:

- 1.1. Tender and contract documentation will be prepared and will set out clearly:
  - 1.1.1. The scope/ quality of the works, goods and/or services;
  - 1.1.2. The required quality and standards;
  - 1.1.3. Any service levels required; and
  - 1.1.4. Any key dates for delivery.
- 1.2. The selection criteria for the procurement exercise, taking account all of the legal requirements. This will be restricted to suitability to pursue the relevant activity; economic and financial standing; and technical and professional ability. This should be determined by using the Single Procurement Document (SPD)<sup>6</sup>.
- 1.3. The award criteria should be set. They must be clearly set out within the notice or the tender documentation. The method of evaluation should be the Most Economically Advantageous Tender with the ratio between quality and price having been agreed with the Partnership Director having regard to the market, risk, nature and value of the relevant requirement.
- 1.4. Will have assessed what level of sustainability would be proportionate to include in order to meet any sustainable procurement duty.
- 1.5. As part of the procurement obligations consideration should be given to whether a contract can or should be split into lots. After considering the appropriate route, the reasons for your decision should be documented.

### **2. Electronic Tendering and process for opening tenders.**

- 2.1. All procurements to which these general rules apply shall be conducted using electronic means through the Public Contracts Scotland portal and except as set out in paragraph 2.2 of this appendix there shall be a requirement for all tenders so be submitted electronically.
- 2.2. The Partnership is not obliged to require electronic means of communication in the submission process where:
  - 2.2.1. due to the specialised nature of the procurement, the use of electronic means of communication would require specific tools, devices or file

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<sup>6</sup> Information and the current version of the SPD can be found here [Single Procurement Document \(SPD\) | Supplier Journey](#)

formats that are not generally available or supported by generally available applications;

- 2.2.2. the applications supporting file formats that are suitable for the description of the tenders use file formats that cannot be handled by any other open or generally available applications or are under a proprietary licencing scheme and cannot be made available by the Partnership for downloading or remote use;
  - 2.2.3. the use of electronic means of communication would require specialised office equipment that is not generally available to the Partnership; or
  - 2.2.4. the procurement documents require the submission of physical or scale models which cannot be transmitted using electronic means.
- 2.3. In the circumstances set out in paragraph 2.2, communication must be carried out by:
- 2.3.1. post or by other suitable carrier; or
  - 2.3.2. a combination of post or other suitable carrier and,
  - 2.3.3. to the extent that electronic means of communication is possible, by such means.
- 2.4. It can also consider not using electronic means of communication in the submission process to the extent that the use of means of communication other than electronic means is necessary: because of a breach of security of the electronic means of communication; or for the protection of information of a particularly sensitive nature which requires such a high level of protection that it cannot properly be ensured by using electronic tools and devices.

### **3. Opening and recording of Tenders.**

- 3.1. Notwithstanding the process whether electronic or otherwise, the process should be such that bids can only be accessible and opened only following the deadline set for the return of tenders. Public Contracts Scotland complies with these procedures.
- 3.2. When bids are opened, the name of the person accessing the tenders as well as the time and date for opening the tenders should be recorded automatically within the system or otherwise recorded where tenders are not being submitted through an electronic system.

### **4. Confidentiality**

- 4.1. During the period between the opening and evaluation of tenders through to the standstill period/award of the contract when the content becomes publicly known, an absolute obligation of preserving confidentiality exists.

### **5. Late Tenders**

- 5.1. All tenders received after the time and date specified for the return of tenders to the Partnership will only be accepted where the bidder can provide

verifiable evidence from the provider of the electronic procurement system that there has been a provider system issue which directly prevented the submission of the bid by the date and time of return stated. Any bid made after the date and time of tender submission where this evidence cannot be provided will be rejected.

## 6. Evaluation of Tenders including corrections, clarifications and amendments

- 6.1. **Arithmetical Checks:** Arithmetical checks will be limited to verification that the rates submitted and any extensions and totals pertaining to those rates have been correctly entered by the bidder. Rates and totals may only be corrected where an obvious error has been made and can be clearly seen without ambiguity from the information provided. The relevant employee of the Partnership will examine all tenders for arithmetical errors, and any found shall be advised to the bidder through the clarification process. Only after the clarification process has been completed shall a revised tender price be accepted and the bid altered accordingly.
- 6.2. **Abnormally Low Tenders:** Where tenders are found to be abnormally low in relation to either the pre-tender cost estimate and/or in relation to all other bids, the bidder should be asked to provide a detailed breakdown of their bid to include all costs, overheads and profit together with a written explanation in order that an assessment be made as to its validity and short/long term sustainability. Any bid found following these checks to be invalid or unsustainable may be rejected and the bidder informed.
- 6.3. **Clarifications:** Between the last date and time for the receipt of tenders and the date on which a decision is taken as to which, if any, tender is to be accepted, there may be a process of clarification in order to confirm or clarify the terms of the tender and any information within the bid which may be ambiguous. No entirely new information must be sought where the bidder has provided a clear and unambiguous response or where no response has been made to any part of the tender where the submission of new information may fundamentally affect the evaluation. No information concerning any tender other than their own will be disclosed to the bidder. A full record will be retained of all such clarifications and held on the contract file.
- 6.4. **Non-Arithmetical Checks:** All tenders will be examined for the purpose of evaluating technical and professional issues in order to establish the tender representing the best value for money in accordance/ compliance with the stated award criteria. Evaluation panels consist of no fewer than two employees although the actual number should be dependent on the value and complexity of the contract in question.
- 6.5. **Post Tender Clarification (PTC):** PTC as part of the competitive tendering process may be used to refine the bid(s) following evaluation to clarify any matters which are unclear. Competition must not be distorted by allowing a bidder not clearly ranked first after evaluation a chance to improve its offer to change their position in the bidding process. No changes should in addition be made which would result in a contract being awarded on terms more favourable to the bidder.

## 7. Award of Contract

- 7.1. Contracts should not be awarded on the basis of lowest cost only and should always represent Best Value. The Most Economically Advantageous Tender (MEAT) criteria should be used in deciding to award a Contract.

- 7.2. Details of the award of the contract must be published on the Public Contracts Scotland unless publication would:
  - 7.2.1. Impede law enforcement or be contrary to public interest;
  - 7.2.2. Prejudice the commercial interests of another party; or
  - 7.2.3. Prejudice fair competition
- 7.3. Notice of the award to unsuccessful Tenderers must include:
  - 7.3.1. The name of the successful Tenderer;
  - 7.3.2. The criteria used to award the Contract; and
  - 7.3.3. The scoring of the successful Tender as well as scoring of the unsuccessful Tender.

## **8. Reporting Arrangements**

- 8.1. The Partnership Director will arrange for all contracts accepted with an estimated value exceeding £50,000 or such lower amount as agreed with the Partnership Director to be publicly displayed on the Partnership's externally facing website. This will be in the form of a Register of Contracts awarded and will contain the following information:
  - 8.1.1. the date the contract was awarded;
  - 8.1.2. the name of the contractor(s) the contract has been awarded to;
  - 8.1.3. the subject matter of the contract;
  - 8.1.4. the estimated value of the contract;
  - 8.1.5. the start date of the contract;
  - 8.1.6. the end date of the contract (excluding contract extensions). If the date is not provided, a description of the circumstances when the contract will end; and
  - 8.1.7. the duration of any contract extension periods.

Information can be withheld if disclosing information would: impede law enforcement; be contrary to public interest; prejudice commercial interests of any person; or prejudice fair competition between suppliers.

## **9. Data Protection**

- 9.1. All contracts and processes must be compliant with the Data Protection Act 2018.



## **10. Terms and conditions to be applied to the contract**

- 10.1. Whilst where appropriate the preferred position is that the Partnership's appropriate standard form contract is adopted, the Partnership Director will have discretion, in consultation with advisers as appropriate, to determine that an alternative form of contract be adopted for a particular procurement.
- 10.2. The Partnership Director requires to determine whether any security or performance bond is required in respect of the contract. This will depend on factors including the risks in delivery of the contract or risks in respect of the company with whom the contract is to be entered into.
- 10.3. If there is an inherent risk of delay which may materially impact on the Partnership it should be considered whether liquidated damages should be included. This should be approved by the Partnership Director before issuing the contract.

**Appendix 3 – Single Source Approval Form for contracts £6,000 or over excluding VAT (for all services excluding consultancy and £25,000 or over excluding VAT for Consultancy) and less than £50,000**

Please complete

<b>Contract/Project name/brief description:</b>	
<b>Estimated value:</b>	[Drafting Note: this is the whole value of the contract including extension periods – attach email/correspondence if you have an estimate]
<b>Estimated Duration:</b>	[Drafting Note: This should cover the whole period of the contract to be entered into including any extension periods]
<b>Name and company number (if any) of Proposed Contractor:</b>	
<b>Describe the Goods, Services or Works required.</b>	[Drafting Note: this should provide the background, current position and details of what you are seeking to purchase under the contract]
<b>Explanation of why there is a request for a single source.</b>	[Drafting Note: this should say why this needs to be a single source, what steps have you taken to see if there are other suppliers out there, what difficulties would there be if you did not award the contract to this supplier].
<b>Explanation as to how the approach delivers Best Value/value for money</b>	[Drafting Note: you should include discussions you have had with the contractor and what value has been secured in these discussions in terms of both price and/or quality].

<b>Name of the requestor:</b>	
<b>Signed by the requestor:</b>	
<b>Date:</b>	

Approved by the Partnership Director

<b>Signed by the Partnership Director:</b>	
<b>Date:</b>	

## Appendix 4 Request for Single Source Contracts £50,000 or over excluding VAT

Please complete

<b>Contract/Project name/brief description:</b>	
<b>Estimated value:</b>	[Drafting Note: this is the whole value of the contract including extension periods – attach email/correspondence if you have an estimate]
<b>Estimated Duration:</b>	[Drafting Note: This should cover the whole period of the contract to be entered into including any extension periods]
<b>Name and company number (if any) of Proposed Contractor:</b>	
<b>Describe the Goods, Services or Works required.</b>	[Drafting Note: this should provide the background, current position and details of what you are seeking to purchase under the contract]
<b>Explanation of why there is a request for a single source.</b>	[Drafting Note: this should identify which of the grounds set out in 11.2.3 you consider apply. You should identify why they specifically apply to the contract you want to award. You should note that these grounds are very narrowly interpreted. You should therefore be clear in your explanation why they apply and why there are no other alternatives – which make it clear that you are for example not unreasonably narrowing down the field of competition by being unduly restrictive about what you want].
<b>Explanation as to how the approach delivers Best Value/value for money</b>	[Drafting Note: you should include discussions you have had with the contractor and what value has been secured in these discussions in terms of both price and/or quality].

<b>Name of the requestor:</b>	
<b>Signed by the requestor:</b>	
<b>Date:</b>	

Approved by the Partnership Director

<b>Signed by the Partnership Director:</b>	
<b>Date:</b>	

## Appendix 5 – Request for a contract modification

Please complete

<b>Original Contract/Project name/brief description:</b>	
<b>Original Value of the contract:</b>	
<b>Estimated value of the variation:</b>	[Drafting Note: this is the whole value of the variation/amendment – attach email/correspondence if you have an estimate]
<b>Estimated value of any variations which have been previously approved:</b>	
<b>Cumulative Total of all variations:</b>	
<b>Estimated Duration:</b>	[Drafting Note: This should cover the whole period of the contract to be entered into including any extension periods]
<b>Describe the variation and why is required.</b>	[Drafting Note: this should provide the background, current position and details of what you are seeking to vary and why]
<b>What changes are needed to the contract.</b>	

<b>Name of the requestor:</b>	
<b>Signed by the requestor:</b>	
<b>Date:</b>	

Approved by the Partnership Director

<b>Signed by the Partnership Director:</b>	
<b>Date:</b>	

## Part 5: Contract Standing Orders

### Document Version Control – Contract Standing Orders

Date	Author	Version	Status	Reason for Change
Aug 2017	Andrew Ferguson	1.0	Board Approval	Implementation
Oct 2018	Andrew Ferguson	1.1	FINAL	Adoption of version control
Sept 2019	Gavin King	1.1	FINAL	Reviewed, no changes
March 2021	Andrew Ferguson	1.2	Amended	Changes to reflect EU law, electronic tendering and increase to limits for obtaining quotes
Sept 2022	Gavin King	1.2	FINAL	Reviewed, no changes
Dec 2022		1.3	Draft	Update to tender and FTS threshold values

### **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 United Kingdom or Scottish legislation; including the Regulations. They are also subject to any 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.



## Part 5: 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 such body has invited Tenders for the provision of goods/supplies/services/works e.g. Office of Government Commerce, Procurement Scotland and Scotland Excel; ; 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 ; and
    - 5.3.4 subject to call-offs being made in accordance with agreed processes for the operation of the framework and any subsequent guidance.
  - 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.

## Part 5: Contract Standing Orders

- 6.1 The estimated value of a contract shall be assessed in accordance with [Regulation 6](#) of the Regulations.
- 6.2 The relevant values and the associated tendering procedure that must be applied are detailed in Table below. These values are inclusive of VAT and relate to the full potential life of the contract (i.e. including possible extension periods). The values were updated in 2021 and are subject to review every 2 years in accordance with the Regulations.

Tender Procedure	Works	Services	Supplies
FTS Procedure – Standing Order 7	£5,336,937 and above	£213,477 and above	£213,477 and above
Below FTS but with mandatory advertising – Standing Order 8	Between £60,001 and £5,336,936	Between £30,001 and £213,476	Between £30,001 and £213,476
Advertising not mandatory – Standing Order 9	£60,000 or less [£50,000 excl VAT]	£30,000 or less [£25,000 excl VAT]	£30,000 or less [£25,000 excl VAT]

- 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. **FTS Procedure: Works contracts of £5,336,937 and above and Services/supplies Contracts of £213,477 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 £5,336,937 and above and Services and Supplies Contracts with a value of £213,477 or above.
- 7.2 All contracts to which this Standing Order applies shall be conducted in accordance with the Open, Restricted, Negotiated or Competitive Dialogue Procedures as detailed in the Regulations Where any procurement activity is related to continued participation in European Social Fund or European Regional Development Fund programmes, these remain subject to EU legislation. As of 31<sup>st</sup> December 2020, these procurement activities must follow the obligations set out on Public Contracts Scotland and all information related to European Funding completed.
- 7.3 All tenders shall be submitted electronically, except as set out below at 10.1.

## Part 5: Contract Standing Orders

### 8. **Works Contracts between £60,001 and £5,336,936 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 £60,001 and £5,336,936 and Services and Supplies Contracts between £30,001 and £213,477.
- 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 All tenders shall be submitted electronically, except as set out below at 10.1.

### 9. **Works Contracts below £60,000; Services and Supplies Contracts below £30,000**

- 9.1 **Contracts with a value below £6,000** - Tenders or Quotations need not be invited in respect of contracts which have a value below £6,000.
- 9.2 **Contracts with a value between £6,001 and £60,000 (Works) and £30,000 (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 As stated above, all tendering will be carried out using appropriate processes e.g. Public Contracts Scotland website, except in exceptional circumstances when an ad hoc hard copy process with appropriate safeguards will be used. 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.

## Part 5: Contract Standing Orders

- 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. Those persons charged with assessing the tenders will only be given the appropriate information, with another member of SEStran staff being tasked with accessing the tenders after the deadline and passing the appropriate information to the assessment team.
- 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 seven years 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.
- 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.

## **Part 5: Contract Standing Orders**

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

12.3 Appropriate levels of public/professional indemnity insurance will be sought as appropriate.

### **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 FTS 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 FTS 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:

## **Part 5: Contract Standing Orders**

- 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.

## Part 5: Contract Standing Orders

- 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.
- 17.3 The Partnership Director may authorise contract terms substantially different from those set out only in exceptional circumstances, and after consultation with the Solicitor.

### 18. Definitions

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

"FTS" – means the new UK e-notification service called Find A Tender Service (FTS) accessed via [www.publiccontractsscotland.gov.uk](http://www.publiccontractsscotland.gov.uk)

"Quick Quote" -means an online request for quotation facility operated through the Public Contracts Scotland Website used to obtain competitive quotes for low value/low risk procurement exercises or for mini competitions within framework agreements.

"the Regulations" –means the Public Contracts (Scotland) Regulations 2015 or any amendment or re-enactment thereof.

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

Services - means those services which can be the subject of a public service contract in terms of the Regulations.

Supplies - means those supplies which can be the subject of a public supply contract in terms of the Regulations. "Works" - means those works which can be the subject of a public works contract in terms of the Regulations.