

Contract Standing Orders

1. PURPOSE

1.01 The purpose of these Contract Standing Orders is to:

- achieve value for money, by achieving the optimum combination of whole life costs and quality of outcome;
- ensure consistency with the highest standards of integrity;
- ensure fairness and transparency in allocating public contracts;
- comply with legal requirements, including European Union (EU) treaty principles;
- ensure that non-commercial considerations do not influence any contracting decision;
- prevent fraud and corruption.

2. COMPLIANCE

2.01 Every relevant contract made by or on behalf of the Council shall comply with EU Treaties and with any relevant Directives of the EU for the time being in force in the United Kingdom and these Standing Orders.

2.02 A Waiver from any of the following provisions of these Standing Orders may be made by direction of the Council where it is satisfied that the exemption is justified in special circumstances. A Waiver cannot be given where the Contract value exceeds the EU thresholds set out in the Public Contracts Regulations 2015 (“the 2015 Regulations”).

2.03 A record of any Waiver made in accordance with Standing Order 2.02 shall be made in the Minutes of the Council.

2.04 Where the Council acts as agent for another organisation or authority then if that principal shall so require, the contractual and tendering procedures of the principal shall be used in substitution, in whole or in part, for these Standing Orders.

3. RELEVANT CONTRACTS

3.01 All relevant contracts must comply with these Contract Standing Orders. A relevant contract is any arrangement by, or on behalf of the Council to procure the carrying out of works or provision of supplies or services. This includes arrangements for:

- purchasing goods or materials;
- the hiring, renting or leasing of goods or equipment;
- executing works, including building or engineering works;
- purchasing of any services, including consultancy services;
- concession contracts (eg. operating commercial ventures at the Council’s premises such as vending machines).

3.02 Relevant contracts do not include:

- contracts of employment with individual employees;
- land and property transactions (sales, purchases, leases, licenses etc). These are governed by the Standing Orders for Dealings in Land. The delivery of services associated with land and property transactions are covered by these Contract Standing Orders;
- The payment of grants to third parties. However contracts with voluntary organisations for supplies, services or works are covered by these Contract Standing Orders;
- Treasury management deals for borrowing or investment which will be dealt with in accordance with the approved Treasury Strategy.

4. COMPETITION REQUIREMENTS

- 4.01 The nature of the procurement process to be undertaken will depend on the estimated total value of the contract.
- 4.02 When establishing the total value of the contract, the whole life costs and any possible extension periods which may be awarded must be included. Contracts must not be artificially under or over-estimated or divided into separate contracts to avoid the application of the Contract Standing Orders or EU procurement rules.
- 4.03 Where the estimated total value of the proposed contract is within the values in the first column of the table below, the procurement process in the second column must be followed unless a waiver under Standing Order 2.02 has been granted or an exception under Standing Order 30 applied.

| Total Value | Procurement Procedure |
|-----------------------------|--|
| Up to £10,000 | <p>A price shall be agreed or the method of ascertaining the cost shall be agreed in writing.</p> <p>Quotations may be obtained where the Corporate Director considers it desirable in the interests of economy or efficient management. In such cases at least 3 quotations shall be obtained in accordance with Standing Order 7 unless exceptional circumstances apply.</p> |
| Between £10,000 and £50,000 | At least 3 written quotations must be obtained by the Corporate Director in accordance with Standing Order 7. |
| £50,000 to EU thresholds | Tenders shall be invited in accordance with Standing Orders 8 to 11 or a Framework Agreement used in accordance with Standing Order 12. |

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| Above EU thresholds set out on the 2015 Regulations | Tenders shall be invited in accordance with the procedures set out in the 2015 Regulations. |
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5. FUNDING

- 5.01 In accordance with the Council's Financial Regulations, an order must not be placed or a formal process for letting a contract commenced unless expenditure has been included in approved capital or revenue budgets or the approval of the Chief Financial Officer has been obtained.

6. SOFT MARKET TESTING

- 6.01 Potential suppliers may be consulted, prior to the issue of an invitation to tender or request for quotation, in general terms about the nature, level, standard and packaging of the supplies, services or works and other relevant matters, so as to best ensure competition and value for money, provided that this does not distort competition or prejudice any potential supplier.
- 6.02 When carrying out soft market testing, it must be made clear to potential suppliers that they will not receive preferential treatment in the tender/quotation process and that there is no guarantee that any procurement exercise will take place.

7. QUOTATIONS

- 7.01 When seeking quotations the Corporate Director must ensure that:
- a) The selection process used to determine which suppliers will be invited to quote is fair and equitable;
 - b) The Request for Quotation specifies the supplies, services or works to be procured;
 - c) The Request for Quotation states that the Council is not bound to accept any quotation;
 - d) All suppliers invited to quote are issued with the same information at the same time and subject to the same conditions. Any supplementary information shall be given on the same basis;
 - e) All suppliers invited to quote are given an adequate period of time to prepare and submit a proper quotation;
 - f) All quotations are opened together after the specified return date; and
 - g) A written record of the reasons is made on file if the lowest price is not accepted.
- 7.02 If the value of the contract exceeds £25,000 and the Corporate Director considers that the contract opportunity should be advertised, the

advertisement must be published in accordance with the 2015 Regulations.

- 7.03 Where it is not possible to obtain 3 quotations, due to lack of suitable firms prepared to quote or for some other valid reason, the Corporate Director shall report the reason together with the quotation to be accepted to the Chairman of the Overview and Scrutiny Committee. Such notification shall then be reported to the Overview and Scrutiny Committee for information.

8. OPEN PROCEDURE

- 8.01 The open procedure can be authorised by the Corporate Director. It is a one stage procedure where the contract is advertised and anyone interested can submit a tender.
- 8.02 Public Notice shall be given on the website specified in the 2015 Regulations and, where the Corporate Director considers it appropriate to generate additional interest in the contract in such newspaper, journal or website as he/she sees fit.

The Public Notice shall:

- a) specify details of the contract into which the Council wishes to enter;
- b) invite tenders for the contract;
- c) state how the tenderers should respond;
- d) state the date and time (being not less than 14 calendar days from the date of the publication of the notice) when tenders must be received by the Council.

9. RESTRICTED PROCEDURE

- 9.01 The restricted procedure can be authorised by the Corporate Director. It is a two stage procedure where firstly the contract is advertised and anyone who expressed an interest must complete a pre-qualification questionnaire. These are then evaluated and a number of potential suppliers are shortlisted and invited to tender. This procedure can only be used for works contracts where the value of the works exceeds the threshold in the 2015 Regulations for services. This procedure cannot be used for procuring supplies or services.
- 9.02 Public Notice shall be given on the website specified in the 2015 Regulations and, where the Corporate Director considers it appropriate to generate additional interest in the contract in such newspaper, journal or website as he/she sees fit.

The Public Notice shall:

- a) specify details of the contract into which the Council wishes to enter;
- b) invite persons or bodies interested to express an interest;

- c) state how the tenderers should respond; and
- d) state the date and time (being not less than 14 calendar days from the date of the publication of the notice) when such expressions of interest must be received by the Council.

9.03 After the expiry of the period specified in the Public Notice all the persons or bodies who applied for permission to tender will be assessed to establish that they have sound:

- Economic and financial standing; and
- Technical ability and capacity to fulfil the requirements of the Council,

and met any other criteria relevant to the contract.

Invitations to tender for the contract shall be sent to:

- a) not less than 3 of the persons or bodies who applied for permission to tender and are considered suitable.
- b) where fewer than 3 persons or bodies have applied or are considered suitable, all those persons or bodies which are considered suitable.

10. COMPETITIVE PROCEDURE WITH NEGOTIATION

10.01 This procedure can only be used with the approval of the Monitoring Officer where the nature of the contract is such that specifications cannot be drawn up with sufficient precision to enable the contract to be awarded using the open procedure. This is especially useful for 'intellectual' services.

10.02 Public Notice shall be given on the website specified in the 2015 Regulations and, where the Corporate Director considers it appropriate to generate additional interest in the contract in such newspaper, journal or website as he/she sees fit.

The Public Notice shall:

- a) specify details of the contract into which the Council wishes to enter;
- b) specify that the particular procedure permitted by this Standing Order will be used;
- c) invite tenders for the contract;
- d) state how the tenderers should respond;
- e) state the date and time (being not less than 14 calendar days from the date of the publication of the notice) when tenders must be received by the Council.

- 10.03 The Corporate Director, or an officer or officers nominated by him/her, shall negotiate with those persons or bodies which have submitted a tender with a view to improving their content.
- 10.04 The negotiation may take place in successive stages in order to reduce the number of tenders to be negotiated by applying the award criteria.
- 10.05 When the negotiations are concluded, the Corporate Director will invite final tenders from those persons or bodies which remain party to the negotiations.

11. COMPETITIVE DIALOGUE

- 11.01 This procedure can only be used with the approval of the Monitoring Officer where the Council is unable to define the design, technical, financial or legal elements of the project. It is really intended for complex procurement. Competitive dialogue is a two stage procedure where firstly the contract is advertised and anyone who expressed an interest must complete a pre-qualification questionnaire. These are then evaluated and a number of potential suppliers are shortlisted and invited to enter into a dialogue with the Council. This procedure can only be used for works contracts where the value of the works exceeds the threshold in the 2015 Regulations for services and cannot be used for procuring supplies or services.
- 11.02 Public Notice shall be given on any appropriate website and, where the Corporate Director considers it appropriate to generate additional interest in the contract in such newspaper, journal or website as he/she sees fit.

The Public Notice shall:

- a) specify details of the contract into which the Council wishes to enter;
 - b) define the Council's needs and requirements in the notice, or by reference to a descriptive document to be supplied;
 - c) specify that the particular procedure permitted by this Standing Order will be used;
 - d) invite persons or bodies interested to apply for permission to take part in the competitive dialogue;
 - e) state how the tenderers should respond;
 - f) specify minimum requirements to be met by all tenderers;
 - g) specify the contract award criteria; and
 - h) state the date and time (being not less than 14 calendar days from the date of the publication of the notice) when such expressions of interest must be received by the Council.
- 11.03 After the expiry of the period specified in the Public Notice all the persons or bodies who applied for permission to take part will be assessed to establish that they have sound:
- Economic and financial standing; and

- Technical ability and capacity to fulfil the requirements of the Council,

and meet any other criteria relevant to the Contract.

Invitations to take part in the competitive dialogue shall be sent to:

- a) not less than 3 of the persons, or bodies, who applied for permission to take part, and are considered suitable.
- b) where fewer than 3 persons, or bodies, have applied or are considered suitable, all those persons, or bodies, which are considered suitable.

- 11.04 The Corporate Director, or an officer, or officers nominated by him/her, shall then enter into a dialogue with those persons or bodies, chosen pursuant to Standing Order 11.03 to identify and develop one or more suitable alternatives capable of meeting the Council's requirements and on the basis of which the persons, or bodies chosen are invited to tender.
- 11.05 During the course of the dialogue, information shall be provided by the Council to all participants equally and information provided to the Council by any participant shall be treated as confidential information unless the provider shall have given permission for its disclosure.
- 11.06 The Council will continue with this dialogue until it is able to identify a solution or solutions which are capable of meeting its procurement need.
- 11.07 When the Council has concluded the dialogue it will inform the participants and request them to submit their final tenders on the basis of the solution, or solutions, presented and specified during the dialogue. The tenders shall contain all the elements required and necessary for the performance of the contract.
- 11.08 The Council shall choose the most economically advantageous tender assessed on the basis of the award criteria laid down in the Public Notice and invitation to tender. The approval of the Cabinet Member and Chair of the Overview and Scrutiny Committee shall be obtained before awarding the Contract. Such approval shall then be reported to the Overview and Scrutiny Committee for information.
- 11.09 The tenderer identified as having submitted the most economically advantageous tender may be asked to clarify aspects of the tender or confirm commitments contained in the tender provided that this shall not have the effect of modifying substantial aspects of the tender and does not distort competition, or, cause discrimination.

12. FRAMEWORK AGREEMENTS

- 12.01 A Framework Agreement is a general term for an agreement with providers that sets out terms and conditions under which specific purchases (call offs) can be made throughout the term of the

agreement without the need to enter into a separate full procurement process.

12.02 Framework agreements procured by other local authorities, public bodies or purchasing consortiums may only be used where the Council is either a named participant or where the Council is considered a recognisable class of contracting authority under the terms of the framework agreement.

12.03 Contracts based on framework agreements may only be awarded by either:

- i) applying the terms laid down in the framework agreement (where such terms are sufficiently precise to cover the particular call-off), or
- ii) where the terms laid down in the framework agreement are not sufficiently precise for the particular call off, by holding a mini-competition in accordance with the procedure set out in the framework agreement or if there is no such procedure as follows;

- (a) inviting the persons or bodies within the framework agreement to submit written tenders;
- (b) stating a date and time (being not less than 14 calendar days) when tenders must be received by the Council; and
- (c) awarding the contract to the tenderer who has submitted the best tender on the basis of the award criteria set out in the specification of the framework agreement.

13. EVALUATION CRITERIA

13.01 The evaluation criteria must be defined and clearly set out in the invitation to tender. Such criteria must be that which is best suited to the procurement exercise and designed to secure value for money.

The following criteria are available:

- lowest price where payment is made by the Council
- highest price where payment is to be received by the Council (eg. in respect of concession contracts), or
- most economically advantageous tender (MEAT) where considerations other than price apply.

The invitation to tender must clearly outline the criteria which will be used to evaluate tenders received and, in the case of MEAT, the overall weightings to be attached to each element.

13.02 In the latter case, the Council will use criteria linked to the subject matter of the contract to determine that an offer is the most economically advantageous for the Council. Such criteria may include: price, service, quality, technical merit, aesthetic and functional characteristics, accessibility, environmental characteristics, running

costs, cost effectiveness, safety, organisational qualification and experience of staff assigned to perform the contract, after-sales service, technical assistance, delivery process, delivery date, delivery period and period of completion.

- 13.03 Issues that are important to the Council in terms of meeting corporate objectives can be used to evaluate bids. The criteria can include for example: sustainability considerations, support for the local economy and social value. All criteria must relate to the subject matter of the contract and must be objectively quantifiable and non-discriminatory. The criteria must not include non-commercial considerations; matters which discriminate against suppliers from the EU or matters which are anti-competitive.

14. SPECIFICATIONS AND STANDARDS

- 14.01 All tenders shall, except to the extent that the Council in a particular case or specified categories of contract otherwise decides, be based on a definite specification that describes the Council's requirements in sufficient detail to enable the submission of competitive bids.
- 14.02 Where an appropriate British Standard Specification or British Standards Code of Practice or European equivalent is current at the date of the tender, every contract shall require that all goods and materials used or supplied, and all the workmanship shall be at least of the standard required by the appropriate British Standards Specification or Code of Practice or European equivalent.

15. SUBMISSION OF TENDERS

- 15.01 Where an invitation to tender is issued, every invitation shall state that no Tender will be considered unless it is enclosed in a plain sealed envelope which shall bear the word "Tender", followed by the subject to which it relates and the closing date for tender, but no other name or mark indicating the sender. Tenderers shall be notified accordingly.
- 15.02 Such envelope shall be addressed to the Council Solicitor and Monitoring Officer.
- 15.03 The tenders shall be kept in the custody of the Council Solicitor and Monitoring Officer until the time and date specified for their opening.
- 15.04 No tender received after the time and date specified in the invitation to tender shall be accepted or considered. Any late tender must be returned promptly to the tenderer and may be opened to enable this to be done.
- 15.05 Standing Orders 15.01 to 15.03 shall not apply if the tender process is conducted electronically through an e-Tendering System approved by the Council for this purpose. Tenders must be submitted via the approved system and in accordance with instructions given in the invitation to tenders.

16. OPENING

- 16.01 Tenders received shall be opened one at a time by a representative of the Corporate Director who invited the tenders and at least one officer representing the Monitoring Officer or the Chief Financial Officer.
- 16.02 The relevant Cabinet Member, Chair of the Overview and Scrutiny Committee, the Chief Financial Officer and the Monitoring Officer must be notified of the time and place appointed for the opening and any Member of the Council who wishes may be present at the opening of tenders.
- 16.03 All tenders received shall be recorded by the Monitoring Officer.

17. ALTERATIONS AND CLARIFICATION OF TENDERS

- 17.01 Where examination of tenders reveals errors or discrepancies which would affect the tender figure(s) in an otherwise successful tender, the tenderer is to be given details of such errors and discrepancies and accorded an opportunity of confirming or withdrawing his/her offer. If the tenderer withdraws, the next tender in competitive order is to be examined and reassessed on the basis of the award criteria laid down in the invitation to tender.
- 17.02 Discussions with tenderers after submission of a tender and before the award of a contract with a view to obtaining adjustments in price, delivery or content, must not be carried out in a way which distorts competition, particularly with regard to price.
- 17.03 Where post tender negotiations result in a fundamental change to the specification or contract terms, the contract must not be awarded and must be re-tendered.
- 17.04 If post tender negotiations are necessary during an open tender or restricted procedure, then such negotiations shall only be undertaken with the tenderer who has previously been identified as submitting the best tender. Tendered rates and prices shall only be adjusted in respect of a corresponding adjustment in the scope or quality included in the invitation to tender.

18. EVALUATION AND ACCEPTANCE OF TENDERS

- 18.01 Tenders must be evaluated in accordance with the evaluation criteria set out in the invitation to tender. Where the criteria is other than the lowest or highest price, a written record must be kept of the evaluation with scores for each tenderer on each of the stated evaluation criteria.
- 18.02 Where a tender is within the budgetary provision previously approved by the Council, the Corporate Director may accept the lowest tender, if payment is to be made by the Council or the highest tender if payment

is to be made to the Council or the most economically advantageous tender.

18.03 Tenders not within the budgetary provision shall be referred to Cabinet and Council (if necessary) for approval.

18.04 Where tenders are evaluated on lowest or highest price, a tender other than the lowest tender (if payment is to be made by the Council) or the highest tender (if payment is to be received by the Council) may only be accepted by authority of the appropriate Cabinet Member.

19. NOMINATED SUB-CONTRACTORS AND SUPPLIERS

19.01 Where a sub-contractor or supplier is to be nominated to a main-contractor, the following provisions shall have effect:

- i) Where the estimated amount of the sub-contract or the estimated value of the goods to be supplied by the nominated supplier does not exceed £50,000 then, unless the appropriate Corporate Director is of the opinion in respect of any particular nomination that it is not reasonably practicable to obtain competitive tenders, quotations shall be invited for the nomination in accordance with Standing Order 4.03 and 7.
- ii) Where the estimated amount of the sub-contract or the estimated value of the goods to be supplied by the nominated supplier exceeds £50,000 then, unless the Corporate Director determines in respect of any particular nomination that it is not reasonably practicable to obtain competitive tenders, tenders shall be invited for the nomination in accordance with these Standing Orders.
- iii) The provisions of Standing Orders 13 to 18 shall apply to tenders received under this Standing Order.

20. CONTRACTS TO BE IN WRITING

20.01 Every contract which exceeds £10,000 in value or amount shall:

- a) be in writing and shall be executed in accordance with Article 12.04 of the Articles of the Constitution, and
- b) specify the supplies or services to be provided or the work to be carried out; the price to be paid together with a statement as to the amount of any discount(s) or other deduction(s); the period(s) within which the contract is to be performed and such other conditions and terms as may be agreed between the parties.

20.02 All contracts exceeding £10,000 in value or amount must be concluded formally in writing before the supplies, services or works are delivered or commenced, except in exceptional circumstances and then only with the written consent of the Monitoring Officer.

21. CANCELLATIONS

- 21.01 There shall be inserted in every written contract, a clause empowering the Council to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation:
- a) if the contractor shall have offered, promised or given a financial or other advantage to another person; and either the contractor intends the advantage to induce a person to perform improperly, or reward a person for the improper performance of a relevant function or activity in relation to obtaining or execution of the contract or any other contract with the Council; or the contractor knows or believes that the acceptance of the advantage would itself constitute the improper performance of the relevant function or activity in relation to the obtaining or execution of the contract or any other contract with the Council; or
 - b) if the like acts shall have been done by any person associated with the contractor or acting on his/her behalf (whether with or without the knowledge of the contractor); or
 - c) if in relation to any contract with the Council the contractor or any person associated with him/her or acting on his/her behalf shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

22. ASSIGNMENTS

- 22.01 Every contract which is estimated to exceed £10,000 in value or amount must contain a clause prohibiting the contractor from transferring, assigning or sub-letting the contract without the written permission of the Council.

23. PAYMENTS

- 23.01 Every contract which is estimated to exceed £25,000 in value or amount must contain a clause requiring payment of undisputed invoices within 30 days as required by the 2015 Regulations.

24. LIQUIDATED DAMAGES

- 24.01 Every contract which is estimated to exceed £50,000 in value or amount and provides for completion by a particular date or series of dates shall provide for liquidated damages of an amount to be determined in each case by the Corporate Director where he is able to arrive at a realistic estimate of the loss likely to be incurred in the event of the non-performance of the contract in the time specified.

25. PERFORMANCE BONDS

- 25.01 Where a contract is estimated to exceed £100,000 in value or amount and is for the execution of works or for the provision of supplies or services by a particular date or series of dates the Corporate Director concerned shall consider whether the Council should require security

for its due performance and shall in consultation with the Monitoring Officer and the Chief Financial Officer either specify in the Conditions of Tender the nature and amount of the security to be given or certify that no such security is necessary. In the former event, the Council shall require and take a bond or other sufficient security for the due performance of the contract.

26. ENGAGEMENT OF CONSULTANTS

- 26.01 It shall be a condition of the engagement of the services of any architect or of any engineer, surveyor or other consultant (not being an officer of the Council) who is to be responsible to the Council for the supervision of a contract on its behalf, that in relation to the contract he/she shall:
- i) comply with these Standing Orders as though he/she were a Corporate Director subject to the modification that the procedure to be followed in inviting and opening tenders shall be approved in advance by the appropriate Corporate Director;
 - ii) at any time during the carrying out of the contract, produce to the appropriate Corporate Director, or his/her representative, on request, all the records maintained by him/her in relation to the contract; and
 - iii) on completion of the contract, transmit all such records to the appropriate Corporate Director.

27. PUBLICATION OF INFORMATION ABOUT CONTRACTS AWARDED

- 27.01 Where a contract which is estimated to exceed £25,000 in value or amount is awarded, information about the contract must be published in accordance with the 2015 Regulations.

28. REGISTER OF CONTRACTS

- 28.01 A register of all contracts exceeding £50,000 entered into by the Council following an invitation to tender or under the Framework Agreement shall be kept and maintained by the Chief Financial Officer. Such register shall for each contract, specify the name of the contractor, the works to be executed or the supplies or services to be provided and the contract value. The register shall be open to inspection by any Member of the Council.

29. AVOIDANCE OF CORRUPTION

- 29.01 Any officer who has a conflict of interest or any material interest, financial or otherwise, which may affect the procurement process must declare that interest to the Corporate Director and shall take no further part in the procurement process, unless the Monitoring Officer gives written approval to that officer's continued involvement.

29.02 No officer shall accept any gift, fee, hospitality or reward in return for favourable treatment in a procurement exercise.

30. EXCEPTIONS

30.01 Where a proposed contract exceeds the EU thresholds, the procedures set out in the 2015 Regulations apply and none of the following exemptions can be relied upon.

30.02 Nothing in these Standing Orders shall require tenders to be invited if:

- i) in the case of contracts for supplies:
 - a) the goods or materials are patented, of such special character or are sold only at a fixed price and no reasonably satisfactory alternative is available;
 - b) the prices of the goods or materials are wholly controlled by trade organisations or Government order and no reasonably satisfactory alternative is available;
 - c) for other reasons, there would be no genuine competition;
- ii) the work to be executed or the supplies or services to be provided constitute an extension of an existing contract (such an extension to be approved by the Cabinet Member responsible). In the case of contracts which exceed the EU thresholds, no extension is permitted unless the option to do so was included in the original OJEU notice and contract documentation. In the case of other contracts, no extension is permitted where it will result in the value of the contract exceeding the EU thresholds;
- iii) the contract is for works, supplies or services certified by the Corporate Director concerned as being required so urgently as not to permit the invitation of tenders such certificate to be reported to the appropriate Cabinet Member;
- iv) the contract relates to repairs to or the supply of parts for existing proprietary machinery or plant;
- v) the supplies are purchased at a public auction;
- vi) the execution of works or provision of supplies or services involves specialist or unique knowledge or skills or are only available from one organisation;
- vii) tenders have been invited on behalf of any consortium, collaboration or similar body of which the Council is a member, provided that such tenders shall have been invited in accordance with the provisions of the Contract Standing Orders or Contract Procedure Rules of the said body or lead authority;

- viii) the contract is funded by time limited grant funding from an external body and the time limitations will not allow a full tender process to be completed. Any contract award must be approved by the Cabinet Member responsible and must not contravene the grant funding conditions;
- ix) the contract relates to shared service or collaborative arrangements with other public bodies, including other local authorities;
- x) the contract is to be awarded to an entity controlled by the Council.

30.03 A written record must be kept on the file where tenders are not invited in reliance on an exception set out in Standing Order 30.02.