

# APPENDIX 1 - EXEMPTIONS FROM CONTRACT STANDING ORDERS

**1.0** Where an exemption is sought from all or any part of Contract Standing Orders a report justifying the reasons for granting the exemption and the CSO being exempted must be provided in writing in an Exemption Report to the Director Corporate Services (or in their absence the nominated deputy). No requested exemption shall be permitted and take effect until the Exemption Report has been signed as agreed by the Director Corporate Services (or in her absence her nominated deputy).

**PLEASE NOTE AN EXEMPTION CAN ONLY BE GRANTED IN EXCEPTIONAL CIRCUMSTANCES.**

**1.02.0** No Exemption can be granted where the request would result in a breach of EU Procurement Law.

**2.03.0** A non-exhaustive list of reasons for seeking exemption ~~is~~ are set out below and may be referred to in the Exemption Report by reference to this Appendix 2 and the relevant letter:

- a) that only one provider is able to carry out the work or service or to supply the goods for technical or artistic reasons or because of exclusive rights, for example, the purchase of works or art, museum artefacts, manuscripts or archive collection items;
- b) that time limits required for tendering cannot be met for reasons of extreme urgency (usually emergency contracts where a risk to life, or the security or structural viability of a property can be demonstrated; or contracts where the terms of a Court order set a time limit which specifically precludes all or part of the tendering process); and which, in the case of E.U. contracts, were unforeseen and un-attributable to the Council.
- c) that additional goods, works or services are required which, through unforeseen circumstances, were not included in the original contract and which either are strictly necessary for the completion of the contract or, for technical or economic reasons, cannot be carried out separately without great inconvenience.
- d) that goods are required as a partial replacement for or addition to existing goods or installations and obtaining them from another provider would result in incompatibility or disproportionate technical difficulties in operation or maintenance;
- e) that the rules of a design contest require the contract to be awarded to one of the successful candidates, provided all successful candidates are invited to negotiate that for work carried out for other public bodies, an exemption from tendering has been requested by them in writing (provided exemption is lawful having regard to E.U. or domestic legislation);
- f) the proposed contract is an extension to or variation of the scope of an existing contract, if permitted by the public procurement legislation and demonstrates value for money i.e. below the required EU ~~threshold~~ limit, unless the existing contract provides for an extension;

~~g) the purchase of works of art, museum artefacts, manuscripts or archive collection items;~~

~~h) there is a need to develop and influence the market by extending the range and provision of services, provided the contract is for a fixed term of no more than three years;~~

~~i) it is necessary to enable the continuation of a new service, development of which was initially grant-aided, provided the contract is for a fixed term of no more than three years;~~

~~j) value for money can be demonstrated by inviting a single tender or quotation from a voluntary sector provider;~~

~~k) value for money can be achieved by the purchase of used vehicles, plant or materials;~~

~~l)g) when a grant from a public body includes a recommendation as to the supplier or is time limited;~~

~~m)h) \_\_\_\_\_ in furtherance of the Council's social enterprise policy, or other economic development aims, subject to the prevailing financial support limits for this type of activity and without breaching public procurement rules;~~

~~n)i) where the Council has agreed to collaborate with another public body and is satisfied that the contracting arrangements of the lead body (where different from the Council) do not contravene the Council's legal responsibilities in this respect.~~

~~i) if there are exceptional circumstances not previously identified or covered by existing policies, procedures, or the Contract Standing Orders;~~

~~k) Purchase is to be made by auction (including online auctions) or at any public fairs or markets;~~

~~e)l) Collaborative/Joint Purchasing – Where another authority/public body is acting as 'lead buyer' and provided that person(s) awarding the contract can demonstrate the arrangements comply with the requirements of value for money and other applicable legislation including, where relevant, the EU Procurement Directives. This includes any recognised wider public sector agreements including, for example, Crown Commercial Services or contracts.~~