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# YORKSHIRE PURCHASING ORGANISATION

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## 1. DEFINITIONS

- 1.1. “**CDP**” means the Central Digital Platform hosted by the Cabinet Office for His Majesty’s Government on .gov and through which the Organisation publishes Tendering opportunities and awards.
- 1.2. “**Chairperson**” means the current Chairperson of the Management Committee.
- 1.3. “**Chief Financial Officer**” means the current Director of Finance of the Lead Authority responsible to the Management Committee of the Organisation for providing financial advice to the Organisation (other than the financial services performed by the Managing Director or other officers designated by him/her). In fulfilling this role, the Chief Financial Officer will be able to rely on the Managing Director of the Organisation to keep him/her informed on all aspects of his/her role relating to the Organisation under Section 151 of the Local Government Act 1972, including compliance with the rules forming the Financial Procedure Rules and Standing Orders relating to Contracts of the Organisation.
- 1.4. “**Contract**” means an agreement made by the Organisation with another party creating a legal relationship enforceable by law.
- 1.5. “**Debarment List**” means the list of suppliers controlled and maintained by the UK Government debarred from being awarded UK public contracts in accordance with s.62 Procurement Act 2023.
- 1.6. “**Emergency**” means an event in which the Organisation is in probable or actual risk of significant financial or operational harm, including in the case of its employees, physical harm.
- 1.7. “**Framework**” means an agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price, quality and where appropriate the quantity envisaged including dynamic markets as set out in the Procurement Act 2023.
- 1.8. “**Goods**” includes all supplies and materials that the Organisation purchases or obtains.
- 1.9. “**Lead Authority**” is the member authority chosen by the Management Committee to provide support services to the Organisation.
- 1.10. “**Managing Director**” means the current Managing Director of the Organisation or an officer designated by him/her.
- 1.11. “**Management Committee**” means the elected members of the Organisation constituting its Management Committee and any of its Sub Committees.
- 1.12. “**Members**” means those elected officers who have been appointed to the Management Committee.
- 1.13. “**Monitoring Officer**” means the individual appointed by the Management Committee to ensure legality, good governance and ethical conduct within the Organisation. In fulfilling this role, the Monitoring Officer will be able to rely on the Managing Director of the Organisation to keep him/her informed on all aspects of his/her role relating to the Organisation under Section 5 of the Local Government

and Housing Act 1989, including compliance with the rules forming the Financial Procedure Rules and Standing Orders relating to Contracts of the Organisation.

- 1.14. **“Organisation”** means the consortium of local authorities known as the Yorkshire Purchasing Organisation or YPO.
- 1.15. **“Procurement Officer”** means the individual or individuals at the Organisation designated responsible for the procurement including Strategic Procurement Managers, Category Managers, Category Buyers, Assistant Category Buyers, Internal Procurement Officers or Further Competition Coordinators responsible for delivering Contracts, Frameworks and assessing Goods, Services and Works in accordance with the Contracts Standing Orders.
- 1.16. **“Procurement Legislation”** means the Procurement Contract Regulations 2015, Procurement Act 2023, Procurement Regulations 2024 and any other primary or secondary legislation or amendments thereto that pertain to procurement in the public sector.
- 1.17. **“Services”** includes all services, which the Organisation purchases or obtains including but not limited to advice, consultancy, agency staff, third party logistics etc.
- 1.18. **“Tender Plan”** means the intended route to market for any procurement including planned assessment criteria, market considerations, exceptions to the Contracts Standing Orders and planned delivery dates.
- 1.19. **“Tender Recommendation”** means the record used to document the outcome of any tender or procurement exercise including the process used, outcome reached and the proposed intent as a result of the exercise including the award of Contracts or Frameworks where appropriate.
- 1.20. **“Whole Life Costs”** means the whole costs of the provision of the works, goods and/or services from inception to disposal including any annual maintenance costs or annual fees (i.e. software licences)
- 1.21. **“Works”** includes the construction of new buildings and works, restoring and common repairs.

## 2. Introduction

- 2.1. The Standing Orders for Contracts aim to promote the highest standards in procurement activity ensuring probity, integrity, accountability and impartiality in making a clear, understandable, transparent and fair selection of suppliers by the Organisation, and form part of the governance arrangements of the Organisation.
- 2.2. The Standing Orders for Contracts also promote the delivery of value for money and the required levels of quality and performance in all contracts that are let. The Organisation is committed to the overall principles that:
- a) All purchases will be based on the most advantageous tender unless agreed by the Managing Director.
  - b) Goods, services and works will be acquired by fair, objective and transparent competition.
  - c) Social Value impact and outcomes will be a core, demonstrable consideration in

appropriate purchasing decisions made under these Standing Orders for Contracts.

- 2.3. The Standing Orders for Contracts also aim to deliver competitive procedures and the avoidance of practices which may restrict, prevent or distort competition.
- 2.4. Procurements will be carried out in compliance with the legal and ethical requirements referred to in these Standing Orders for Contracts, and taking into account the Organisation's commitment to continuous improvement, quality and environmental issues.
- 2.5. These Standing Orders for Contracts apply to all Contracts for Goods, Services and Works.
- 2.6. All values referred to in these Standing Orders for Contracts are inclusive of VAT.
- 2.7. Any dispute regarding interpretation of these Standing Orders for Contracts shall be referred to the Managing Director or his/her nominated officer.
- 2.8. The Managing Director or his/her nominated officer shall undertake a formal review of these Standing Orders for Contracts on an annual basis.

### **3. Responsibility for Observance**

- 3.1. The Management Committee is responsible for regulating and controlling the contractual arrangements of the Organisation.
- 3.2. The Managing Director shall perform their duties in accordance with these Standing Orders for Contracts, the Organisation's Financial Procedure Rules and the Managing Director's Scheme of Delegation and the law of the land with respect to all matters relating to contracts and public procurement.

### **4. Conduct of Members and Employees**

- 4.1. In dealing with matters referred to in these Standing Orders for Contracts employees shall abide by the provisions of the Organisation's Code of Conduct, the rules contained in these Standing Orders for Contracts and the Organisation's Financial Procedure Rules.
- 4.2. So far as possible, the election to the Management Committee of anyone with a significant involvement in any way with any firm likely to be employed by the Organisation, or the employment of any officer with a similar involvement, should be avoided.
- 4.3. Members and employees of the Organisation shall not sell any goods, services or works to the Organisation.
- 4.4. No contractor, supplier or service provider in which a member or officer has a pecuniary interest may be chosen or appointed, other than by following the procedures laid down in these Standing Orders for Contracts, the Organisation's Code of Conduct Policy and without having disclosed his/her interest by completing a Declaration of Interest Form in accordance with statutory requirements and the Organisation's Employee Interests Policy.

### **5. Propriety**

- 5.1. The Organisation shall conduct all its operations with the utmost propriety. To achieve this, the Managing Director shall have direct access to the Chairperson, Chief Financial Officer and the Monitoring Officer in matters touching on the propriety of purchasing arrangements. The Managing Director shall provide information and advice as necessary, but where circumstances clearly require a completely impartial approach, initial decisions shall be taken by the Monitoring Officer, the Chief Financial Officer or the Chairperson, as appropriate. All such matters must be referred to the Management Committee either for decision or, where action has already been taken, for confirmation.

## 6. Compliance

- 6.1. Contracts entered into on behalf of the Organisation shall be made in accordance with these Standing Orders for Contracts, all relevant UK legislation requirements and timescales, including case law.
- 6.2. The Organisation shall not enter into any Contract with any supplier or other organisation listed on the Debarment List.
- 6.3. Where an appropriate standard or code of practice issued by the UK Government current at the date of the tender, every contract subject to these Standing Orders for Contracts shall require that all goods and materials, used or supplied, and all workmanship provided shall be in accordance with that standard.
- 6.4. The Contracts Team and all other officers with budget responsibilities within the Organisation are responsible for ensuring that processes adopted are compliant with these Standing Orders for Contracts.
- 6.5. The Procurement route should take into account instances where Goods, Services and Works can be obtained via appropriate, existing, approved and enabled arrangements.

These include:

- 6.5.1. The use of a Member Authority's in-house services such as payroll, legal, vehicle maintenance etc.
- 6.5.2. Nationally negotiated contracts such as those arranged by the Organisation, any Public Sector Body or Public Buying Organisations such as Eastern Shires Purchasing Organisation and the Crown Commercial Service.
- 6.6. Whenever possible, the Organisation must prioritise the use of the Organisations Frameworks for procurement requirements before use of any other procurement tools.

## 7. Exceptions

- 7.1. Exceptions from any of the provisions of these Standing Orders for Contracts shall only be made by decision of the Management Committee or in compliance with the terms of the Managing Director's Scheme of Delegation and a written record signed by the Managing Director in the form of an Exception Report will be kept centrally in an electronic file held by the Contracts Team.
- 7.2. In addition, and subject to statutory requirements, tenders need not be invited in accordance with these Standing Orders for Contracts in the following cases:

- a) Goods and Services which are obtainable from one contractor only and for which there is clear recorded evidence that no satisfactory alternative is available.
- b) The execution of Works of a specialised nature where there is clear recorded evidence that they may only be carried out by one contractor.
- c) Goods of a nature entrusted to a particular public utility, local authority (or similar) or other statutory undertaker.
- d) The purchase of Goods and Services from a central or local government purchasing organisation where YPO is satisfied that the procurement has been undertaken in accordance with legislation and any specific Call Off procedure is followed.
- e) The purchase of Goods and Services where prices of the goods are wholly controlled by trade organisations or government order and no reasonably satisfactory alternative is available.
- f) The purchase of Goods and Services in response to an Emergency.
- g) Direct awards for Goods Service in special cases as permitted by s.41 and under circumstances defined by Schedule 5 of the Procurement Act 2025

Where an Exception Report has been properly signed by the Managing Director.

## **8. Freedom of Information**

- 8.1. The Freedom of Information Act 2000 (FOIA) & Environmental Information Regulations 2004 provide the right of public access to information held by public authorities such as the Organisation
- 8.2. All requests received by the Organisation under FOIA in respect of tenders and contracts should be channelled through the Organisations Data Protection Team immediately upon receipt to enable the Organisation to comply with its Access to Information Policy.
- 8.3. The FOIA includes potential exemptions on the basis of commercially confidential information. However, tenderers will be made aware of the implications of the Act at the tender stage.

## **9. Equality and Diversity**

- 9.1. The Organisations Frameworks and Contracts must include protections to ensure contractors, suppliers and service providers will not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 9.2. Contractors, suppliers and service providers will be required to take all reasonable steps to secure the observance of the Organisations Framework Agreement / Contract by all servants, employees or agents of their organisations or those of their suppliers and sub-contractors employed in the execution of the Framework Agreement / Contract.

## **10. Terms and Conditions**

- 10.1. Contracts and Framework Agreements will use the Organisations standard terms and conditions whenever possible. Variations from the standard format must be approved by the Managing Director and if necessary legal advice sought. Terms and conditions will be included with tender documents and issued to suppliers as part of the invitation to tender.
- 10.2. Tenderers are expected to accept YPO's Terms and Conditions held within the Framework Agreement or Contract without qualification. Acceptance of qualified terms and conditions will only be made at the Senior Legal and Compliance Managers' discretion and written assessment should be made of its implications and held on a central file within the Contracts Team. YPO is not obliged to accept any variation to terms and conditions and in general, any such relaxation will only be granted if it is considered reasonable under the circumstances, provides a commercial advantage to the Organisation, the level of risk is assessed as acceptable, and it does not distort competition between the tenderers.
- 10.3. The tender documents should give tenderers the opportunity to raise any queries in relation to the terms and conditions during the "Clarification Question" stage of the process to allow for all queries to be addressed and a response (if required) can be circulated to all tenderers. Any queries raised during the tender process in relation to Terms and Conditions should be referred to the Senior Legal and Compliance Manager.
- 10.4. The tender documents should also state that any clarifications raised after the deadline for submission of tenders or any included in a tenderers bid submission will not be considered.
- 10.5. Contracts for the execution of Works or the purchase of Goods or Services where urgency is too great to permit the making of a contract in writing will be confirmed in writing at the earliest opportunity.

## **11. Tendering Process**

- 11.1. The Organisation must use an electronic tendering system (ETS) for tendering activity (including evaluation) above £30,000. Any exception to this process must be agreed on a case-by-case basis with the Contracts Team with full details of the reason for change retained in writing on file.
- 11.2. Cost may be evaluated through an e-auction where appropriate.
- 11.3. Gateway sign off stages for contracts will be dependent on the monetary, complexity and risk value of the contract and an approvals process for tenders detailed within a standard operating procedure.
- 11.4. Any exception to the procurement processes detailed in this document will be at the Managing Director's discretion as detailed above at point 7. A written record documenting the reasons for the exception authorised and signed by the Managing Director, will be retained on an electronic central file held by the Contracts Team.

## **12. Sample Process**

- 12.1. Where samples are requested, they must be provided in accordance with the instructions in the tender document by the set deadline.

- 12.2.They should be sent to the front reception of YPO, site 41 FAO The Contracts Team.
- 12.3.Samples are then required to be held in the designated sample room until the tender deadline has passed when they will then be passed to the relevant buyer in order to be evaluated.
- 12.4.Samples from successful suppliers shall be stored in the warehouse for the life of the contract or Framework whichever is longer only where necessary given their nature and the risk associated with the Goods in question, with the reason for retention being documented by the Procurement Officer(s) within the Tender Recommendation Form
- 12.5.Samples relating to YPO branded Goods shall at all times be retained in the warehouse of the life of the Contract or Framework, whichever is longer.
- 12.6.Samples from unsuccessful suppliers are to be returned to the supplier wherever possible
- 12.7.If the unsuccessful supplier is unable to arrange collection, or does not require the samples to be returned, the samples will be e used internally, donated to charity or disposed of.
- 12.8.Samples from unsuccessful suppliers must be removed from the sample room by the responsible Procurement Officer within three (3) months of the award of the Contract or Framework.

### **13. Tender Information Obligation**

- 13.1.As part of the Local Government Transparency Code the Organisation has an obligation to publish information on a monthly/quarterly basis in relation to invitations to quote and invitation to tender for all contracts to provide goods and/or services that exceed £30,000.
- 13.2.The information to be published is reference number; title; description of goods/services; start, end and review dates; title of agreement; supplier name and details; sum to be paid over the length of the contract; the process used; whether or not the supplier is a small/medium enterprise and/or a voluntary or community sector organisation and the department responsible for the procurement.

### **14. Contracts under £30,000**

- 14.1.This includes any procurement activity (internal or trading spend) involving an estimated aggregate Whole Life Costs value up to £30,000.
- 14.2.The procurer may use any reasonable means to source supplier options but the quotation procedure and outcome including due diligence into the supplier's ability to deliver the Contract must be managed and a written record must be retained. If requested to do so a copy must be provided to the Contracts Team on conclusion.

### **15. Contracts / Frameworks between £30,000 and £75,000**

- 15.1.This includes any procurement activity (internal or trading spend) involving an

estimated aggregate Whole Life Costs value between £30,000 and £75,000

15.2. There must be a minimum of three written quotes from selected suppliers unless agreed otherwise by the Contracts Team in exceptional circumstances.

15.3. The procedure must be carried out electronically with a written record of the specification, the quotations, the evaluation process and notification of award and rejection. This written record must be retained.

15.4. The Organisation will comply, and the Procurement Officer will ensure compliance with the requirements for regulated below threshold Contracts as set out in the Procurement Act 2023.

## **16. Contracts / Frameworks between £75,000 and UK Government Thresholds for Goods, Services & Works**

16.1. This includes any procurement activity (internal or trading spend) involving an estimated aggregate Whole Life Costs value between £75,000 and the UK Government Threshold for Goods, Services and Works.

16.2. The entire process must be overseen by the relevant Procurement Officer and signed off by the Contracts Team.

16.3. The procedure must be carried out electronically via the ETS with a written record of the specification, the quotations, the evaluation process and notification of award and rejection. This written record must be retained.

## **17. Contracts / Frameworks above UK Government Thresholds for Goods, Services & Works**

17.1. Procurement activity with an estimated aggregated Whole Life Costs value above UK Government Thresholds for Goods, Services and Works will be conducted by a Procurement Officer.

17.2. To ensure compliance with national legislation and guidance the Contracts Team will oversee all tendering processes, ensuring a segregation of duties and a consistent approach.

17.3. All tenders must be advertised and Awarded through the CDP

17.4. In the case of tenders for Goods or Services, the relevant officers should consider whether the contract will be of benefit to other public sector bodies.

17.5. The selection and award criteria, sub-criteria and weightings to be used in the evaluation process must be clearly communicated to all tenderers on the CDP and the invitation to tender. The criteria must be followed during the evaluation process. Under no circumstances may any of the criteria be changed or new criteria introduced from those published unless permitted by the Procurement Act 2023.

17.6. Before commencing any tendering exercise an assessment of risk pertaining to the specific tender exercise will be undertaken. This will allocate the required sign off levels / stages which must be adhered to.

17.7. All legally required time limits must be followed as minimum.

17.8.Social Value considerations must be included in the criteria for award in the CDP notice and tender documentation and will be weighted as a minimum of 20% of the evaluation criteria.

17.9.The Social Value Act/added value must be considered within the Tender Plan.

17.10. In every instance detailed records will be held (electronically) of all stages of the process.

## **18. Receipt and Opening of Tenders**

18.1.The receipt and opening of tenders will be undertaken using the ETS unless otherwise agreed by the Contracts Team.

18.2.Late tenders may be considered at the discretion of the Senior Legal and Compliance Manager, if they are satisfied that there was reasonable cause for the delay and fair competition has not been compromised. A record of this decision will be held centrally by the Contracts Team.

## **19. Examination of Tenders**

19.1.Tenders submitted in competition shall not be considered if:

- a. The tender is in some way uncertain in its terms and it is unclear what the submission is offering.
- b. There is evidence that the tender document has been altered without consent.

19.2.If a tender requires clarification on a technical or contractual matter all necessary communication must be properly recorded and remain confidential. Such clarification may only be undertaken when the process remains fair to all Tenderers and does not distort competition in any way.

19.3.During the period between the closing for the receipt of a tender and award, Tenderers may not seek to amend prices in any way, other than a genuine and obvious error. Such circumstances must be properly recorded on file and competition must not be distorted in any way. Evidence should always be provided that can be tracked back to the original quote.

19.4.If variations to specifications are to be examined and considered, tenderers must have been made aware in the invitation to tender document.

## **20. Acceptance of Tenders**

20.1.The designated Procurement Officer(s) shall arrange the evaluation of the tenders and make a recommended contract award based on the most advantageous tender to the sign off panel.

20.2.All tenders must be evaluated by at least 2 individuals and scores moderated by a third individual who has not otherwise been involved in the evaluation process.

20.3.In the case of 2 or more tenders being equal, the highest overall Quality score may be used to determine the successful bid. If all aspects are still equal the Social Value Score shall be used to determine the successful bid.

- 20.4. The proposed award would then be completed and signed off by the relevant approver.
- 20.5. The relevant company credit checks and any other necessary checks will be carried out by the Procurement Officer prior to contract award and copies of any searches and documents retained.
- 20.6. The Procurement Officer shall arrange for assessment summaries containing the information required by the Procurement Act 2023 shall be sent to Tenderers in the format provided by the Contracts Team.
- 20.7. The Procurement Officer shall arrange for the publication of an award notice on the Central Digital Platform which will trigger a mandatory standstill period before the Contract or Framework can commence.
- 20.8. The acceptance of tenders and related communication will be undertaken using the ETS.

## **21. Claims from Contractors, Suppliers and/or Service Providers**

- 21.1. Any claim from a contractor, supplier or service provider shall be referred to the Managing Director, Monitoring Officer and to the Chief Financial Officer for advice before any settlement is made.

## **22. Purchasing**

- 22.1. After the award of the Contract / Framework to the successful providers the Contract / Framework agreement must be signed and returned to YPO immediately (subject to point 10.1).
- 22.2. Upon receipt of the above the Managing Director or his/her nominated officer must sign the framework agreement on behalf of YPO in accordance with the levels set out in appendix 1.
- 22.3. Contained within the Framework agreement is the Call off Order Form. Before any procurement of the Goods, Services or Works can commence the call off order form must be filled in and issued to the supplier. This activates the Call off Terms and Conditions
- 22.4. If included within the Invitation to Tender documents the Supply Chain Agreement must be agreed by the Supplier.
- 22.5. Any variations to the Framework agreement including any specification amendments must be discussed with the Contracts Team to ensure that any amendment will not breach requirements set out under the Procurement Act 2023.
- 22.6. Once agreed between the parties the variation form must be completed by either side and signed off by both YPO and the successful supplier. A variation to the framework must be assessed for risk and verified by the Contracts Team before YPO enter into negotiation to vary the framework agreement/ contract.
- 22.7. Management information must be provided to YPO by all successful suppliers as part of any and all framework agreements.
- 22.8. Orders, despatched electronically or on official stationery, should state the quantity

(where applicable), an adequate description, the price or the basis of the price, an official purchase order number, delivery date and place and all other relevant conditions.

22.9. Verbal orders shall only be permitted in exceptional circumstances where approved by the Managing Director in advance and shall be confirmed with an official order marked appropriately as soon as practicable, but in a period of no longer than two (2) working days.

22.10. Orders shall be individually identified, sequentially numbered, initiated and issued by the Managing Director or a member of staff specifically authorised for that purpose.

22.11. The authorisation of an order will indicate the following: -

- a) That the Goods or Services are necessary for the discharge of the policies and responsibilities of the Organisation.
- b) That where the Goods or Services are for direct use by the Organisation there is a provision for the cost within the estimates, or it is covered by special financial provision.
- c) Compliance with the Organisation's Financial Procedure Rules and Standing Orders for Contracts.

## **23. Further Competition**

23.1. All further competitions should be carried out via the ETS with all budget holders contacting the Procurement Officer prior to commencing any further competition.

23.2. The Contracts Team will advise as to the appropriate process.

## **24. Post Contract Award**

24.1. Following Contract award the Procurement Officer or where appropriate their line manager or contract owner will be responsible for monitoring delivery of the Framework / Contract including any and all reviews to take place between YPO and the contractor, supplier or service provider. All reviews should be carried out on a regular basis, documented and a copy of the review undertaken retained for YPO's records.

24.2. If any problems are experienced and the contractor, supplier or service provider are failing to comply with the Framework / Contract terms and conditions then the following steps should be taken with the assistance of the Contracts Team: -

- a) Written records must be kept of all correspondence between both parties, the Procurement Officer or contract owner shall liaise with the contractor, supplier or service provider to ascertain the root cause of the problem.
- b) The contractor, supplier or service provider should be invited to attend a performance review. At the performance review a list of actions should be agreed between the parties to monitor the future provision of the goods/services. A copy of the minutes of this meeting should be agreed by both parties and a date set for a follow up meeting.
- c) If contract performance has failed to improve, then the Procurement Officer or contract owner should seek advice from the Contracts Team who will provide advice as to the

best remedy and action to be taken and issue the notice as required by the relevant regulation

24.3. Framework Agreements / Contracts must not be terminated without advice from the Contracts Team.

24.4. Throughout the life and termination of the Framework or Contract, the Procurement Officer or contract owner shall ensure compliance with all notice requirements under the Procurement Legislation.

## APPENDIX 1

These appendices set out the limits to be used in conjunction with the *Financial Procedure Rules and Standing Orders for Contracts*.

<b>Delegated officer</b>	<b>Maximum limit for execution of a contract</b>	<b>Maximum limit for execution of a framework agreement</b>
Procurement Officer excluding Assistant Buyers and Further Competition Coordinators	up to £50,000	
Contracting Manager/SMT member	up to £500,000	up to £10,000,000
Director other than the Managing Director	up to £1,000,000	Up to £20,000,000
Managing Director*	All Contracts as permitted within the Scheme of Delegation.	All Frameworks as permitted within the Scheme of Delegation.

The authorities listed in this table should not be delegated below the specified levels.