



TERMS AND CONDITIONS FOR THE OPERATION OF FRAMEWORK AGREEMENT FOR

ID 3147506 - THE MANUFACTURE AND INSTALLATION OF WINDOW BLINDS, CURTAINS, AND THE CLEANING OF EXISTING BLINDS FOR THE NORTHERN IRELAND CIVIL SERVICE.

THIS AGREEMENT is made on the date set out in the Award Letter (as hereinafter defined)

BETWEEN:

(1) The list of participating bodies identified in the contract notice in the Official Journal of the European Union (hereafter referred to as **the Client**); and

(2) The person, firm or company that enters into this contract with the Client as set out in the Award Letter ("**Contractor**").

BACKGROUND:

A Construction & Procurement Delivery (CPD) placed a contract notice in the Official Journal of the European Union to establish a framework agreement for the manufacture and installation of window blinds, curtains, and the cleaning of existing blinds for the Client.

B The Contractor represented to the Client in its Tender that it is capable of delivering the Services in accordance with the Client's requirements as set out in the Invitation to Tender.

- C On the basis of the Tender, the Client selected the Contractor to enter into a framework agreement to provide the Services to the Client from time to time on a call-off basis in accordance with this Framework Agreement.
- D This Framework Agreement sets out the award and ordering procedure for purchasing the Services which may be required by the Client, the main terms and conditions for any Call-Off Contract which the Client may conclude and the obligations of the Contractor during and after the Term of this Framework Agreement.
- E It is the Parties' intention that there will be no obligation for any Client to place any Orders under this Framework Agreement during the Term, unless otherwise indicated in the Specification Schedule.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Framework Agreement, including its recitals, the following expressions shall have the following meanings:

"Approval" means the prior written consent of the Client and **"Approve"** and **"Approved"** shall be construed accordingly;

"Award Letter" means the letter of award issued by CPD to the Contractor informing the Contractor that they have been appointed to this Framework Agreement;

"Call-Off Contract" means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between the Client and the Contractor comprising a letter of appointment and the Call-Off Terms;

"Call-Off Terms" means the Conditions of Contract (including supplementary Clauses);

"Charges" means the fees, disbursements, charges and expenses payable by the Client under or in connection with a Call-Off Contract from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure and the Ordering Procedures;

"Charging Structure" means the structure to be used in the establishment of the charging model which is applicable to each Call-Off Contract, which structure is set out in the completed pricing schedule with the Contractor's Tender;

"Commencement Date" means the date set out in the Award Letter;

"Framework Agreement" means the Clauses of this Framework Agreement together with the Framework Schedule

"Framework Price(s)" means the price(s) applicable to the provision of the Services set out in the Charging Structure;

"Framework" means the framework arrangements established by CPD for the provision of the Services to Clients by Contractors;

"Initial Term" has the meaning set out in Clause 2.1;

"Invitation to Tender" or **"ITT"** means the Invitation to Tender issued by CPD for this Framework;

"Law" means

- (a) any applicable law, statute or bye-law, regulation, order, proclamation or any delegated or subordinate legislation (including, but not limited to (as appropriate), any Act/Order of the Northern Ireland Parliament or Act/Order of the Northern Ireland Executive/Assembly or other

expression within the meaning of Section 1 of the Interpretation Act (Northern Ireland) 1954);

- (b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- (c) any applicable regulatory policy, guidance, direction, code of practice, industry code, requirements of any Regulatory Body, notice of any Regulatory Body or determination with which the Authority and/or the Contractor is bound to comply and which are mandatory; and
- (d) any applicable judgement of a relevant court of law which is a binding precedent in Northern Ireland as appropriate, in each case in force in Northern Ireland;

"Letter of Appointment" means a letter of appointment used by Clients to order Services;

"Material Default" means a material breach by the Contractor of this Framework Agreement;

"Order" means an order for the provision of the Services placed by a Contracting Body with the Contractor in writing and in accordance with the Ordering Procedures;

"Ordered Services" means Services which are the subject of an Order by a Contracting Body;

"Ordering Procedures" means the ordering and award procedures specified in Schedule 1 of this Framework Agreement.

"Party" means the Client or the Contractor and **"Parties"** shall be interpreted accordingly;

"Services" means the services described in Specification Schedule (Services) which the Contractor shall make available to the Client in so far as is required to meet the specific requirements in the Order;

“Service Levels” means the service levels or key performance indicators that may be detailed in Call-Off Contracts;

“Services Requirements” means the requirements of the Client (as appropriate) for the Services from time to time;

"Tender" means the Contractor’s response to the Invitation to Tender as submitted to the Client;

"Term" means, subject to Clause 11 (Termination), the term of this Framework Agreement as determined in accordance with Clause 2 (Term of Framework Agreement);

"VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

"Working Day" means any day other than a Saturday, Sunday or public holiday in Northern Ireland; and

"Year" means a period of 12 months.

2 TERM OF FRAMEWORK AGREEMENT

2.1 This Framework Agreement shall take effect on the Commencement Date and shall expire either:

2.1.1 Four (4) Years from the Commencement Date (the period between the Commencement Date and this date being the "**Initial Term**"); or

2.1.2 where the Client elects to extend the Initial Term in accordance with Clause 2.2, at the end of the Extension Period,

in each case, unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.

2.3 The provision of Ordered Services under any Call-Off Contract entered into under this Framework Agreement shall commence on the Service Commencement Date set out in the Order on the basis of the Charges and shall expire no later than the date specified in the Call-Off Contract.

3 SCOPE OF FRAMEWORK AGREEMENT

3.1 The Client may, at its absolute discretion and from time to time during the Term, Order Services from the Contractor in accordance with the Ordering Procedures.

3.3 The Contractor acknowledges that there is no obligation whatsoever on the Client to invite or select the Contractor to provide any Services and/or to purchase any Services under this Framework Agreement.

3.4 No undertaking or any form of statement, promise, representation or obligation shall be made or deemed to have been made by the Client in respect of the total quantities or values of the Services to be ordered by them pursuant to this Framework Agreement and the Contractor acknowledges and

agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

4 CONTRACTOR'S APPOINTMENT

- 4.1 The Client hereby appoints the Contractor as a potential provider of, and the Contractor shall be eligible to be considered for the award of Orders for, the Services by the Client during the Term.
- 4.2 Where the Contractor is more than one firm acting as a consortium, each firm that is a member of the consortium shall be jointly and severally liable for performance of the Contractor's obligations under this Framework Agreement.

5 NON-EXCLUSIVITY

The Contractor acknowledges that in entering into this Framework Agreement no form of exclusivity has been conferred on, or volume guarantee granted by the Client in relation to the provision of the Services by the Contractor and that the Client is at all times entitled to enter into other contracts and agreements with other Contractors for the provision of any or all services which are the same as or similar to the Services.

6 ORDERING PROCEDURES

- 6.1 The Ordering Procedures are outlined in Schedule 1 of this Framework Agreement.
- 6.2 Subject to Clause 6.3, the Client shall be permitted to place an Order for the Services in accordance with the Ordering Procedures, at any time during the Term.
- 6.3 If the Contractor receives an Order for Services which are not in accordance with the Ordering Procedures the Contractor must:

- (a) promptly notify CPD in writing; and
- (b) receive prior written approval from CPD to proceed before conducting any work, providing any Services or incurring costs.

For the avoidance of doubt, any individual commissions awarded by an Order under this Framework Agreement will be subject to the Call-Off Conditions of Contract and Supplementary Clauses as between the Client and the Contractor. The Client, nor CPD, shall have any liability whatsoever in respect of any Orders placed outside the Ordering procedures between the Contractor and any Contracting Body.

7 PROVISION OF MANAGEMENT INFORMATION

- 7.1 The Contractor shall, at no charge to the Client, submit upon the Client's request complete and accurate information from time to time (being no more than monthly) regarding this framework agreement, including (without limitation):
- a) Service Level performance information;
 - b) variances to budgets and estimates for Services; and
 - c) the number of invitations to quote for Services received, responded to, and declined or awarded.

8 PREVENTION OF CORRUPTION AND BRIBERY

- 8.1 The provisions of Clauses 52 (Prevention of Corruption) and 33 (Bribery Act 2010) of the Call-Off Contract shall apply to this Framework Agreement.

9 CONFIDENTIALITY

The provisions of Clause 34 (Confidentiality) of the Call-Off Contract shall apply to this Framework Agreement.

10 FREEDOM OF INFORMATION, DATA PROTECTION & DISPUTE RESOLUTION

The provisions of Clauses 32 (Data Protection), 36 (Freedom of Information) and 49 (Dispute Resolution) of the Call-Off Contract shall apply to this Framework Agreement.

11 TERMINATION

11.1 The Client may immediately terminate this Framework Agreement by notice in writing:

11.1.1 if anyone takes action against the Contractor which may lead to the Contractor being made bankrupt or insolvent or if the Contractor makes, or proposes to make, any arrangement with creditors; and/or

11.1.2 if the Contractor has breached this Framework Agreement in any material way, and has not remedied the breach (if capable of remedy) to the satisfaction of the Client within 7 Working Days (or such other period as may be specified by the Client as being reasonable in all the circumstances) of a written notice specifying the breach;

11.2 Termination or expiry of this Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with the terms of the Call-Off Contracts.

- 11.3 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

12 LIABILITY

- 12.1 The Contractor will indemnify the Client against any claims, losses, damages, costs or expenses whatsoever arising out of or in connection with the Framework Agreement (but excluding any liability arising out of any Call-Off Contract which shall be subject to the liability provisions as set out in the Call-Off Contract) including in respect of any death or personal injury or loss of or damage to property or any other loss caused directly or indirectly by any negligent act or omission of the Contractor. This indemnity shall not apply to the extent that any injury, loss, damage, cost or expense is caused by the negligence or wilful misconduct of the Client.
- 12.2 The Contractor will indemnify the Client for any losses or liabilities the Client may incur (including legal expenses) as a result of any other person making a claim that the Services or any part of the Services breaches any intellectual property rights such as patents or copyrights which that person is entitled to.

13 TRANSFER AND SUB-CONTRACTING

This Framework Agreement is personal to the Contractor and the Contractor shall not Sub-Contract, assign, novate or otherwise dispose of or create any trust in relation to any or all rights and obligations under this Framework Agreement or any part thereof without Approval.

14 LAW AND JURISDICTION

This Framework Agreement and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of Northern Ireland and each Party agrees to submit to the exclusive jurisdiction of the courts of Northern Ireland.

**BY ACCEPTING THE CONTRACT AWARD THROUGH THE ETENDERSNI
PORTAL THE CONTRACTOR AGREES** to comply with all the terms of this legally
binding Framework Agreement (including Schedules).

FRAMEWORK AGREEMENT SCHEDULE 1

ORDERING PROCEDURES

FRAMEWORK AGREEMENT CALL-OFF PROCEDURES

- 1. This Framework Agreement shall be used to provide the manufacture and installation of window blinds, curtains, and the cleaning of existing blinds for Clients. The Client may modify the Framework Agreement or Contracts where the specific services fall under the scope of the manufacture and installation of window blinds, curtains, and the cleaning of existing blinds and the modification would not alter the overall nature of the Framework Agreement or Contracts. Any modification would be subject to a value for money consideration and the Public Contract Regulations 2015 (as amended).**
- 2. The Framework Agreement is for the manufacture and installation of window blinds, curtains, and the cleaning of existing blinds for Clients. Following evaluation of the Framework Agreement the highest scoring tenderer will be appointed to the Framework.**
- 3. Call-off contracts / Orders from the Framework Agreement:**

Direct Award of Contract

Direct award will be made to the highest ranked tenderer who has passed the verification stage detailed below.

The Prices shall remain fixed for the initial term of the call-off contract. If agreement is reached to extend the contract, the Client will permit a price increase in line with the Consumer Price Index (CPI).

4. **A sample Order Form which may be used is attached at Annex A.**

5. **Prices for the Framework Agreement must be fixed for the first three years. Consideration of any price adjustment in the fourth year of the Framework Agreement will be strictly in line with the Consumer Price Index (CPI). Rates for the Framework agreement will become the rates for any subsequent call-off contracts.**

Annex A

ID 3147506 - Framework for the Manufacture and Installation of Window Blinds, Curtains, and the Cleaning of Existing Blinds

1. Call Off Contract / Order Agreement

1.1 The Contractor agrees to enter a Contract with the Client to provide the manufacture and installation of window blinds, curtains, and the cleaning of existing blinds detailed below, under all the provisions of the framework agreement ID 3147506 - Framework for the manufacture and installation of window blinds, curtains, and the cleaning of existing blinds for Public Sector NI.

1.2 The Parties hereby acknowledge and agree that they have read the Specification, Framework Terms and Conditions, Commercial Conditions of Contract and Public Sector Standard Conditions of Contract and by signing below agree to be bound by them under this Contract.

2. Call Off Contract / Order Period

Call Off Contract / Order Commencement Date	
End Date of Initial Call Off Contract/Order Period	
Extension Periods and Duration (if applicable)	

3. Supplies / Services Required

Supplies / Services required	
Any other information	

For and on behalf of the Contractor:

Name	
Position in Company	
Signature	
Date	

For and on behalf of the Client:

Name	
Organisation	
Signature	
Date	