



dated

8th December 2025

Communities and Housing Investment Consortium Limited (CHIC)

and

[Service Provider]

Document 5 of 5 – Decoration Framework 2025-2029 Framework Contract

For the appointment of suppliers to undertake decoration works decoration works and associated services

Lot - Internal & External Decoration

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Agreement

dated 8th December 2025

Parties

- (1) **Communities and Housing Investment Consortium Limited (CHIC)** Company No: (07266506) whose registered office address is at 84 Spencer Street, Birmingham, West Midlands B18 6DS; and
- (2) **[INSERT SUPPLIER NAME]** (the **Supplier**) (company number **[to be stated]**) registered office address is **[to be stated]**.

Introduction (recitals)

- (A) CHIC desires to establish on behalf of its members and other organisations a framework of Suppliers who are able to provide services to prepare, coat, paint, decorate and clean internal and external surfaces.
- (B) Following the issue of a Tender Notice on 30th July 2025 and a due tender process, the Supplier has been selected to be a member of the framework of organisations for providing to the Authorised Users the Supplies/Services/works advertised.
- (C) The Supplier represents that it has the necessary capability resources competent personnel and experience to make the Supplies/Services/works and is willing to do so on the terms and conditions set out in this Framework Contract.

Agreed Terms

1 Definitions

- 1.1 In this Framework Contract, the Schedules and Appendices, the following expressions shall have the following meanings:

Anti-corruption Policy means CHIC's ethics, anti-bribery and anti-corruption policies as notified to the Supplier from time to time and as may be amended from time to time and notified to the Supplier;

Applicable Law means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services;

Associated Person means a person (including without limitation an agent, subsidiary or sub-consultant) who performs services for or on the Supplier's behalf.

Authorised User means any Current CHIC Member, any Future CHIC Member and any CHIC Participant;

Best Industry Practice means the standards which fall within the upper quartile in the relevant industry for the provision of materials and services which are substantially similar to the Supplies/Services/works or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors;

Bribery Act means the Bribery Act 2010;

Building Safety Legislation means the Building Safety Act 2022 and all associated legislation and secondary legislation that implements and/or supplements it (including, for the avoidance of doubt, the Building Act 1984 and the Building Regulations 2010), together with any relevant guidance issued by a government department, the Building Safety Regulator and/or the Health and Safety Executive relating to such legislation.

Building Safety Regulator means the regulatory body established pursuant to Part 2 of the Building Safety Act 2022 who carries out regulatory functions under the Building Safety Legislation.

CHIC means Communities and Housing Investment Consortium;

CHIC Participant means an organisation described in the Invitation to Tender authorised in the future by CHIC to use this Framework Contract but not being a Future CHIC Member or a Current CHIC Member;

Call Off Agreement means an agreement to be entered between the Supplier and an Authorised User pursuant to the procedure described in clause 5 and being in the form described in Appendix 2 or in a form otherwise agreed by an Authorised User;

Corrupt Activity means extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering or any similar activity bribery and/or corruption including, without limitation, any activity, practice or conduct which would or could constitute an offence under sections 1, 2 or 6 of the Bribery Act; whether in connection with the Project or otherwise;

CDM Regulations means the Construction (Design and Management) Regulations 2015 and any associated Approved Codes of Practice;

Commencement Date means 8th December 2025;

Confidential Information means information which relates to the personnel customers or contractors of either party or is otherwise commercially sensitive or whose disclosure is regulated by the Data Protection Act 2018 or by the terms of the licence under which it is held unless the same is in the public domain other than by breach of this Framework Contract;

Contract Standard means the standard set out in clause 8.1;

Current CHIC Member means any organisation listed in Schedule 5;

Database means the compilation of any data supplied to the Supplier by, or on behalf of CHIC or generated by the Supplier from any such data;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the General Data Protection Regulation ((EU) 2016/679); the UK GDPR (as such term is defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019), the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic

Communications Regulations 2003 (SI 2003/2426), along with any associated guidance and Codes of Practice, in each case as may be amended, updated or supplemented from time to time;

Data Subject's Rights means any rights of individuals under the Data Protection Legislation;

Data Controller, Data Subjects, Personal Data, Processed and **Processing** shall have the meaning as provided in the Data Protection Legislation;

Deliverables means all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Supplies and the Services in any form, including computer programs, data, reports and specifications (including drafts) required by this agreement; **Documents** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

Employment and Skills Strategy means CHIC's and/or an Authorised User's employment and skills strategy as set out in the Specification or in a Call Off Agreement;

Equal Opportunities Policy means CHIC's and/or an Authorised User's equal opportunities policy as set out in the Specification or in a Call Off Agreement;

Equality Act means the Equality Act 2010 and any re-enactments, amendments and relevant regulations;

Financial Information means information about the trading position of the Supplier which has already been published by it and is publicly available for the immediately preceding quarterly trading period to be delivered within 20 Working Days of the end of the immediately preceding trading quarter and relating to that quarter;

Framework Contract means this document together with the Schedules and Appendices to it;

Framework Contract Period means the period described in clause 3.1;

Future CHIC Member means any future member from time to time of CHIC as described in the Invitation to Tender;

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Invitation to Tender means the document issued by CHIC during the procurement process begun by publication of the Tender Notice;

Key Performance Indicators mean those indicators set out in the Specification including those that have been developed for and applied by an Authorised User and the Supplier under a Call Off Agreement;

Membership Agreement means a document in the form contained in Schedule 3;

Mini Competition Procedure means the procedure referred to in clause 5.2 and 5.3 and set out in Schedule 1 and governed by the Mini Competition Rules;

Mini Competition Rules means the rules set-out in Schedule 2;

Modern Slavery Legislation means the legislation referred to in section 54 of the Modern Slavery Act 2015 together with any guidance issued by the Secretary of State;

Monthly Spend Report means a report provided to CHIC by the Supplier setting out the value of Capital Spend (either itemised or consolidated) which generated Transaction Fees to be claimed by CHIC from the Supplier for that month;

Novation Agreement means a document in the form contained in Schedule 4;

Order means as defined in the Call Off Agreement;

Personal Data has the meaning set out under the Data Protection Legislation;

Price Schedule(s) mean the copy document(s) attached at Appendix 1;

Procurement Act means the Procurement Act 2023;

Services mean the services described in or implied from the Specification in the Call-Off Appendices;

Social Value Contribution means 1% of the total value of the applicable Call Off Agreement to be committed by the Supplier to achieve its Social Value obligations, in line with CHICs commitment to support the economic, social and environmental wellbeing of communities in the local areas in which Authorised User's operate and its goal to maximise the value that can be achieved through its commissioning and procurement activities;

Specifications mean the copy documents attached at Appendix 3;

Statutory Requirements means:

- (a) any Acts of Parliament and any statutory instruments, rules, orders, regulations, notices, directions, bye-laws and permissions for the time being made under or deriving validity from any Act of Parliament;
- (b) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction.

Supplier's Representative has the meaning set out in clause 6;

Supplies mean the supply of materials described in the Specifications and required by an Authorised User under a Call Off Agreement including the materials themselves;

Supply Chain Collaboration means activities agreed between the Supplier and an Authorised User to achieve improved value through more consistent, longer term, larger scale supply chain contracts and other improved supply chain commitments and working practices;

Tender and Selection Responses means the Tender Response of the Supplier to the Tender Notice issued by CHIC during the process described in recital B on page 1 of this Framework Contract and/or any response of the Supplier to a Mini Competition or Direct Award process;

Tender Notice means the notice published by or on behalf of CHIC under reference 2025/S 000-046455 to begin the process referred to in recital (B)

Tender Portal means the CHIC eSourcing portal for the management of Mini Competitions

Timetable means the timetable stating actions, deadlines, gateways and milestones in respect of the Framework Contract;

Transaction Fee means the amount or percentage to be paid by the Supplier to CHIC on behalf of the Authorised User. The percentage is as agreed between the parties on a sliding scale up to a maximum of 4% depending on the value and duration of the contract; and

Transparency Information means any information that CHIC, as a "contracting authority" (as defined pursuant to the Procurement Act) is required to publish or make available publicly pursuant to the Procurement Act, the Procurement Regulations 2024 or any other associated legislation or statutory guidance published pursuant thereto;

Unpaid Transaction Fee Notice means a notice that may be given under clause 5.16.2 of this Framework Contract to the Supplier upon failure to provide payment for a Transaction Fee detailed in an invoice issued in accordance with clause 5.15 of this Framework Contract.

- 1.2 In this Framework Contract words importing the singular include the plural and vice versa and words importing gender includes any other gender and the neuter. The neuter includes the masculine and feminine.
- 1.3 The headings of clauses are for ease of reference and shall not affect the construction of this Framework Contract.
- 1.4 References in this Framework Contract to Clauses, Schedules, Appendices, Annexures or Parts are references to clauses of, schedules, appendices, annexures or parts of this Framework Contract.
- 1.5 Any undertaking under this Framework Contract not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.
- 1.6 The expression "person" used in this Framework Contract shall include (without limitation) any individual, partnership, local authority, company or unincorporated association or organisation.
- 1.7 Any reference to a statute or statutory provision and all statutory instruments, orders, by-laws, directions and notices made pursuant to it (whether made before or after the date of

this Framework Contract), include a reference to the same as from time to time amended, modified, extended, re-enacted, consolidated or replaced.

- 1.8 References to the singular shall include the plural and vice versa.
- 1.9 In the event of a conflict between any documents, the order in which they shall take precedence shall be as follows:
 - 1.9.1 the Clauses and Schedules of this Framework Contract;
 - 1.9.2 the Appendices to this Framework Contract;
 - 1.9.3 the Call Off Agreement.

2 **Role of CHIC**

- 2.1 The role of CHIC acting as a Centralised Procurement Authority (**CPA**) (as described in the Tender Notice and the Invitation to Tender) is acknowledged and agreed to by the Supplier who further agrees that it shall act in good faith towards and support CHIC in its role as described in the Tender Notice and the Invitation to Tender and the Supplier shall do all acts and things as may be necessary to give effect to this clause.
- 2.2 Current and Future CHIC Members may at any time and more than once, nominate an organisation other than CHIC to act as their agent and delegate to such organisation performance of all or any of CHIC 's responsibilities on their behalf (as CPA for and on behalf of Authorised Users) and the exercise only of its rights under this Framework Contract.
- 2.3 Without prejudice to the preceding clause the Supplier acknowledges and agrees that:
 - 2.3.1 CHIC is not liable and responsible for the acts, errors and omissions of any Authorised User; and
 - 2.3.2 in particular and without prejudice to the preceding sub-clause, CHIC shall have no liability nor responsibility for payment of any sums which may be due to the Supplier under any Call Off Agreement, in respect of any Supplies/Services/works which are ordered by any Authorised User; and
 - 2.3.3 CHIC may in its own right and/or as agent (if so notified by CHIC to the Supplier in the future) for all and any Authorised User monitor the Supplier's performance of and enforce its compliance with the terms of this Framework Contract.
- 2.4 CHIC shall perform any duties and responsibilities allocated to it in the Invitation to Tender.
- 2.5 CHIC may convene a meeting at the request of an Authorised User and otherwise as required by this Framework Contract:
 - 2.5.1 at no less than five (5) Working Days' notice (unless CHIC, the Supplier and the Authorised User(s) agree a shorter period) issued to CHIC, the Supplier and the Authorised User(s) stating its agenda;
 - 2.5.2 shall be chaired by the CHIC Representative and shall deal only with the matters listed in its agenda (unless CHIC, the Supplier and the Authorised User(s) otherwise agree);

2.5.3 shall make decisions by unanimous agreement following reasoned discussion of the CHIC Representative, the Supplier and the Authorised User(s) who are present at that meeting and shall comply with any decision of such meeting within the scope of its agreed functions.

2.6 CHIC may at its sole discretion produce a Timetable for approval by the Supplier and any applicable Authorised User(s). If approved, CHIC shall update the Timetable of any changes of the approved actions or of any other changes agreed in accordance with this Framework Contract.

3 Commencement Framework Contract Period and Break Clause, Other Users and Novation

3.1 Subject to the provisions of clauses 3.3, 15 and 18, this Framework Contract shall continue in force for a period of four (4) years from the Commencement Date which is extendable at CHIC's sole discretion subject to the Procurement Act. The parties acknowledge that an Authorised User may prior to that date issue one or more Call Off Agreements to the Supplier which may subsist beyond the term of this Framework Contract.

3.2 CHIC or the Supplier may by giving not less than four (4) months' notice in writing to the other Party under this clause 3.2 bring this Framework Contract to an end without incurring any financial liability to the other Party. The Supplier shall continue to perform its respective obligations under any Call Off Agreement which remain to be performed as at the date of expiry of the notice period, but otherwise immediately after expiry of the notice period this Framework Contract shall automatically cease to be binding on and effective between CHIC, Authorised Users and the Supplier save for any breaches of this Framework Contract occurring prior to expiry of the period of notice. Notwithstanding this clause 3.2, the Supplier may by giving not less than four (4) months' notice in writing to an Authorised User, bring any Call Off Agreement to an end without incurring any financial liability to the Authorised User and immediately after expiry of the notice the relevant Call-Off Agreement shall cease to be binding on and effective between the Authorised User and the Supplier save for any breaches of the Call-Off Agreement occurring prior to expiry of the period of notice. Where this Framework Contract or any Call-Off Agreement comes to an end then this shall not affect any other Call-Off Agreement already in existence

3.3 The Supplier and CHIC acknowledge that other public sector organisations may wish after the Commencement Date to use this Framework Contract and agree that any such organisation shall not be able to do so unless and until it has executed and delivered a Membership Agreement as either a Future CHIC Member or a CHIC Participant.

3.4 The Supplier agrees with CHIC that CHIC may decide to novate this Framework Contract (whether to any special purpose or joint venture vehicle (of whatever nature) wholly owned by the members of CHIC or to another "contracting authority" as defined pursuant to the Procurement Act) and agrees within 21 days of being required to do so, to enter into execute and deliver unconditionally a Novation Agreement. The Supplier acknowledges and agrees that in consequence of any such novation, amendments may need to be made to this Framework Contract and all Call Off Agreements made under it and agrees that it shall at all times act reasonably and in good faith in agreeing and accepting the same.

4 **Co-operation, Good Faith and Exclusivity**

- 4.1 The parties shall act in good faith towards each other in relation to all matters arising under this Framework Contract and shall do all things reasonably within their power which are necessary or desirable to give effect to the spirit and intent of this Framework Contract.
- 4.2 The Supplier will co-operate with CHIC, any Authorised User and all other relevant contractors, consultants and subcontractors in seeing that the Supplies/Services/works are properly co-ordinated with any other supplies, services and works all with a view to the Supplies/Services/works being made and carried out as quickly and economically and with as few disputes as possible.
- 4.3 The Supplier acknowledges that as the result of the process referred to in recital (B) above, CHIC may have appointed or may appoint other organisations to a Framework Contract for making the same Supplies and performing the same Services on the same terms as are contained in this Framework Contract (other than the Price Schedules) and agrees that it shall be bound to make Supplies and perform Services under this Framework Contract as if all such organisations appointed or to be appointed and the Supplier had signed the one same document.
- 4.4 For the avoidance of doubt the nature of the relationship created by this Framework Contract is not one of exclusivity in favour of the Supplier such that an Authorised User shall at all times be entitled to appoint other contractors to provide the Supplies and perform the Services (whether similar, different or additional and whether under an alternative framework contract Framework Contract referred to in clause 4.3 or any other agreement).
- 4.5 The Supplier acknowledges that there is no obligation whatsoever on any Authorised User to purchase Supplies or Services from the Supplier during the period referred to in clause 3.1 of this Framework Contract. CHIC cannot guarantee that any Call Off Agreement for Supplies/Services/works will be awarded to the Supplier by Authorised Users and the Supplier acknowledges that this Framework Contract shall not oblige Authorised Users to require performance of Supplies/Services/works by the Supplier or require Authorised Users to enter into any Call Off Agreement with the Supplier during the Framework Contract Period.
- 4.6 In the event that Authorised Users do not call off any Supplies/Services/works or call off Supplies/Services/works from other than the Supplier, Authorised Users shall have no liability whatsoever to the Supplier (whether joint or severally or under contract, statute tort or otherwise) in respect of any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity.
- 4.7 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by either CHIC and/or any Authorised User in respect of the total quantities or values of Supplies/Services/works to be ordered (if at all) pursuant to a Call Off Agreement made under this Framework Contract and the Supplier acknowledges and agrees that it has not entered into this Framework Contract on the basis of any such undertaking, statement, promise or representation.
- 4.8 No guarantee is given by CHIC on its behalf and on behalf of Current CHIC Members Future CHIC Members or CHIC Participants about the minimum or maximum value or volume or quantity or continuity of orders which will be placed or Supplies/Services/works which will be made or performed and this Framework Contract does not confer exclusivity on the Supplier.

4.9 CHIC and/or Authorised User under a Call Off Agreement may request that the Supplier utilises Supply Chain Collaboration to deliver improved value and collaboration across other frameworks or delivery of the services and/works under a Call Off Agreement by using Authorised User's existing supply chain.

5 Call Off Arrangements and Transaction Fee

5.1 Throughout the Framework Contract Period an Authorised User shall have power to instruct the Supplier to make the Supplies and carry out the Services and the Supplier shall make the Supplies and carry out the Services during the timescale and for the sum identified in the relevant Call Off Agreement. An Authorised User may award more than one Call Off Agreement to a Supplier during the Framework Contract Period. More than one Authorised User may jointly award and enter a Call Off Agreement with the Supplier for the same Supplies and/or Services. Any Authorised User may use both Direct Award and Mini-Competition individually or in combination and on any number of occasions and at any time during the Framework Contract Period in order to satisfy its requirements for provision of Supplies and/or Services to the intent that the two procedures are not mutually exclusive of one another. An Authorised User may appoint more than one contractor, including the Supplier, at the same time during the Framework Contract Period in order to satisfy its requirements for provision of Supplies and/or Services and may use the different procedures to do so. In order that an Authorised User may satisfy its requirements for provision of Supplies and/or Services throughout the Framework Contract Period, the existence of a Call-Off Agreement to provide part of an Authorised User's requirements for Supplies and/or Services and which has been entered with one contractor during the Framework Contract Period as a result of using either Mini-Competition or Direct Award, shall not prevent that Authorised User during the Framework Contract Period from using the other procedure or a combination of the two procedures to appoint the same contractor or other contractors, whether that is the Supplier or not, to satisfy the remainder of that Authorised User's Requirements for the provision of Supplies and/or Services during the Framework Contract Period.

5.2 Where an Authorised User wishes to instruct provision of Supplies/Services/works it may do so on the basis of the Mini Competition Procedure using the Mini Competition Rules (**Mini Competition**). CHIC shall assist the Authorised User in applying the Mini Competition Rules and using the Mini Competition Procedure.

5.3 For the conduct of a Mini Competition an Authorised User may amend, vary or supplement either the Mini Competition Procedure and/or the Mini Competition Rules and/or the terms of the Call Off Agreement. In particular, the Authorised User may amend, vary or supplement the terms of the Call Off Agreement where not all of the terms of the proposed appointment to be made following conclusion of the Mini-Competition are contained in the Call Off Agreement or more precisely formulated and/or other terms are necessary and/or as otherwise permitted by the Procurement Act. An Authorised User may amend vary or supplement the Mini-Competition-Procedure and/or the Mini-Competition-Rules and in particular may use more detailed award criteria and weightings than those stated in clause 5 of Schedule 1 for the purpose of the Mini-Competition which are related to and deriving from the award criteria originally contained in the Invitation to Tender.

5.4 Alternatively, using objective selection mechanism defined on the ITT, an Authorised User may instruct the delivery or works, provision of Supplies and performance of Services by applying the terms of the Call Off Agreement, the Supplier's prices contained in its Price

Schedules, the Specifications (as may be tailored more particularly to the requirements for the Call Off Agreement to be used) to select a Supplier (**Direct Award**) having regard to: (include all currently listed criteria plus Category Value for Works on Constructionline as calculated by CHIC)

- 5.4.1 the Supplier who can offer the most advantageous option overall;
- 5.4.2 the geographical areas of operation in which those Supplies are to be made and Services are to be performed;
- 5.4.3 availability of Supplier facilities and resources locally;
- 5.4.4 the tender scoring of the Suppliers in the procurement exercise referred to in Recital B above;
- 5.4.5 the Authorised Users requirements by reference to the Specifications for Supplies and performance of Services;
- 5.4.6 mobilisation and set up costs and resource requirements e.g. premises, information and communication technology integration;
- 5.4.7 management resources timescale to mobilise;
- 5.4.8 framework and catalogue pricing;
- 5.4.9 availability of added value services;
- 5.4.10 employment and training opportunities;
- 5.4.11 any other locally applicable economic factors;
- 5.4.12 the number of Call Off Agreements currently awarded and to which organisation;
- 5.4.13 the performance of the Supplier including by reference to any Poor Performance Notice or equivalent issued to the Supplier pursuant to any Call Off Agreements currently awarded to it; and
- 5.4.14 the Supplier having unpaid transaction fees on any call-off agreements issued through CHIC.

As part of the procedure referred to in this clause 5.4 the Supplier will confirm the scope of the Supplies/Services/works, the Written Tender and Selection Responses as they apply, and its prices (using the Price Schedule(s)) in respect of the Supplies/Services/works and its acceptance of the terms of the Call Off Agreement.

- 5.5 Orders placed for Supplies/Services/works shall be made using the Call Off Agreement which shall come into effect only when executed by the parties. The Supplier may refuse any Order under a relevant Call Off Agreement if the Supplier currently has invoices overdue and unpaid from the Authorised User, the Authorised User is attempting to impose prices outside of those listed in the Supplier's Price Schedules or in the Mini Competition , the Authorised User seeks to impose time limits which are shorter than those contained in the Specification and the Written Tender and Selection Responses as they apply. CHIC will prepare engrossments of the Call Off Agreement for signature. The Supplier shall within 5

working days of receipt of engrossments of the Call Off Agreement from CHIC, execute the Call Off Agreement and return the same to CHIC. Thereafter, CHIC will send the Call Off Agreement to the Authorised User who will execute the Agreement.

- 5.6 The Supplier and the Authorised User agree that each Call Off Agreement can be executed as a deed or underhand and that notwithstanding anything to the contrary in this Framework Contract, the limitation period for each Call Off Agreement shall run from the date of the signatures (and where there is more than one date, the last date) on the relevant Call Off Agreement. Neither of the Parties shall have any liability to the other whether in contract, tort, (including but not limited to negligence), breach of statutory duty, under statute, restitution, misrepresentation or otherwise in each case whether caused by negligence or otherwise) rising out of any of the matters referred to in the Framework Contract or any Call Off Agreement (other than payments to be made to the Supplier for Supplies/Services/works), following a period of statutory limitation period applicable to the Call Off Contract terms.
- 5.7 Any change to the Supplier's Price Schedules shall be managed by CHIC on behalf of Authorised Users and agreed between the Supplier and CHIC in accordance with process set out in clause 5.8, 5.9 and 5.10 below. CHIC will manage an annual refresh opportunity; this will give the Supplier time to refresh the prices set out in the Supplier's Price Schedules.
- 5.8 Should a Supplier or CHIC wish to propose a change to the prices set out in the Supplier's Price Schedules (a **Price Change**), it must complete amended their current Price Schedule and highlight any changes and submit it to CHIC at least forty-five (45) days in advance of the proposed Price Change. The amended Price Schedule will require the Supplier to provide details of the rationale for the Price Change, the impact of the Price Changes on market prices and vice versa and the proposed impact on the price or prices originally set out in the Supplier's Price Schedules together with any steps taken or proposed (as appropriate) to mitigate the change. As part of this process CHIC shall have regard also to prices offered by the Supplier under clause 5.3 and/or 5.4 above and any changes already agreed and made to the Price Schedules. For the avoidance of doubt a Price Change may comprise of an increase or a decrease in the prices set out in the Supplier's Price Schedules.
- 5.9 Within fourteen (14) days of receipt of the new amended Price Schedule CHIC will arrange a meeting/correspond with the Supplier with a view to resolving the proposed Price Change. However, if agreement cannot be reached, the matter shall be treated as a dispute to be resolved in accordance with the dispute resolution process set out in clause 20 (Complaints and Dispute Resolution). For the avoidance of doubt, the proposed Price Change will not take effect unless and until it is agreed between the Supplier and CHIC or determined pursuant to clause 20 that it shall take effect.
- 5.10 Any change to the range of Supplies/Services/works (which for the avoidance of doubt may include additions to (as new items) enhancement and development of the range (as described in the Invitation to Tender as well as deletions from and substitution of Supplies/Services/works) described in and available through the Price Schedules will be dealt with using the process, form and time periods (changed as may be necessary in each case) set out in clauses 5.8 and 5.9 above.
- 5.11 To avoid all doubt the Supplier acknowledges and agrees that:
- 5.11.1 CHIC on behalf of Authorised Users is responsible for managing and controlling changes to the Price Schedules; and

- 5.11.2 the prices contained in its Price Schedules are to be regarded as a ceiling and the Supplier may submit lower prices during Mini Competition and/or Direct Award.
- 5.12 Unless the parties consent to a proposed change, (other than a change to the Suppliers Price Schedules), and unless it is made in accordance with clause 31.3 of this Framework Contract there shall be no change to this Framework Contract.
- 5.13 The Supplier acknowledges that the CHIC Transaction Fee will apply to every Order made under any agreement that is a call-off under this Framework.
- 5.14 Within seven (7) calendar days of the 25th day of each calendar month during the Term, the Supplier will send a report to CHIC setting out the value of Transaction Fees to be claimed by CHIC from the Supplier for that month (the **Monthly Spend Report**).
- 5.15 Within fifteen (15) calendar days of the 25th day of each calendar month during the Term CHIC will send an invoice to the Supplier for the value of the Transaction Fees shown in the Monthly Spend Report and the Supplier shall pay the Transaction Fees to CHIC within thirty (30) Calendar Days of the date of CHIC's invoice.
- 5.16 If the Supplier commits a breach of any provision of clause 5.14 to 5.15 above then:
- 5.16.1 without prejudice to any other matter which may be regarded as a material breach, such breach shall constitute a material breach of the provisions of this agreement for the purposes of clause 16.1.2;
- 5.16.2 CHIC may notify the Supplier (an **Unpaid Transaction Fee Notice**) and the Authorised User of any failure by the Supplier to pay a Transaction Fee to CHIC in accordance with this clause 5; and
- 5.16.3 the Authorised User may set off the amount of that Transaction Fee against any amount or amounts payable in respect of future invoices until such time as the amount of all Transaction Fee has been received.
- 5.17 All prices are stated exclusive of VAT which shall be added at the prevailing rate as applicable and shall be paid under a Call Off Agreement by an Authorised User or the Supplier (as the case may be) following delivery of a valid VAT invoice.

6 **Payment Terms**

- 6.1 The Supplier acknowledges that any Call-Off made pursuant to this Framework Contract will be subject to 30-day payment terms in compliance with the Procurement Act.
- 6.2 The Supplier further agrees that any sub-contracts that the Supplier enters into either in respect of this Framework Contract or any Call-Off Agreement let pursuant to this Framework Contract shall also include payments terms requiring payment no later than 30 days following receipt of a valid and undisputed invoice.
- 6.3 CHIC reserves the right to monitor payments made pursuant to any Call-Off Agreement to ensure compliance with clauses 5.18 and 5.19 and the requirements of the Procurement Act and to publish any information it may be required to publish in respect of payment compliance pursuant to the requirements of the Procurement Act.

7 Representatives of the Parties

- 7.1 CHIC shall appoint an internal officer as the CHIC Representative for the purposes of this Framework Contract. The CHIC Representative shall be entitled to exercise the functions allocated to the CHIC Representative from time to time. CHIC may from time to time remove and replace the CHIC Representative, and/or alter the functions that the CHIC Representative shall be entitled to exercise and such removal, replacements or alteration to the authorised functions shall be notified in writing to the Supplier.
- 7.2 The Supplier shall appoint a senior person as the Supplier's Representative empowered to act on behalf of the Supplier for all purposes connected with this Framework Contract. Such appointment or any further appointment shall be subject to the approval of CHIC. The Supplier's Representative shall not be replaced without prior written approval of CHIC, such approval not to be unreasonably withheld. Any notice, information, instruction or other communication given to the Supplier's Representative shall be deemed to have been given to the Supplier.
- 7.3 The Supplier and CHIC shall forthwith give notice in writing to the other of the identity, address and telephone number of any person appointed as the Supplier's Representative and the CHIC Representative and of any subsequent appointment.
- 7.4 CHIC and the Supplier may from time to time each appoint one or more additional representatives to act for each of them respectively either generally or for specified periods or purposes and shall immediately give notice to the others of the identity, address and telephone numbers of such additional representatives.

8 Performance Review and Reporting

- 8.1 CHIC may from time to time provide the Supplier with a written report generally summarising any Authorised User's assessment of the Supplier's performance and against Key Performance Indicators and the basis of each such assessment.
- 8.2 CHIC and the Supplier will jointly review the report with a view to:
- 8.2.1 identifying any aspects of the Supplier's performance which may have been unsatisfactory;
 - 8.2.2 identifying any aspects of the Supplier's performance that can be improved upon.
- 8.3 The Supplier shall engage with CHIC as frequently as CHIC may require so as to monitor operation of this Framework Contract whether as part of the process described in clause 2.4.3 or otherwise.
- 8.4 The Supplier hereby consents to the publication of information relating to the assessment of the Supplier's performance against the Key Performance Indicators.

9 Contract Standard

- 9.1 The Supplier shall make the Supplies and provide the Services to a standard which is no less than the standard of skill care and diligence required by each individual Call Off Agreement.

- 9.2 The Supplier shall institute and operate all such systems of and procedures quality measures and quality assurance as are reasonably necessary to achieve the standard set out in clause 8.1 including those systems and procedures set out in its Written Tender and Selection Responses as they apply.
- 9.3 The Supplier shall institute and operate its Written Tender and Selection Responses both in relation to this Framework Contract and in relation to performance of its obligations under each Call Off Agreement (if applicable).
- 9.4 Notwithstanding any other provision in this Framework Contract, nor in the Order Terms and Conditions, neither the Supplier nor CHIC may exclude or limit their liability for death or personal injury caused due to their negligence.

10 **Early Warning**

- 10.1 The Supplier shall immediately inform CHIC and any relevant Authorised User and confirm the same in writing within 24 hours if the Supplier is unable or fails to provide the Supplies/Services/works or any part of the Supplies/Services/works, or if the Supplier is aware of anything of whatsoever nature (and whether or not the result of any act or omission on the part of an Authorised User) which prevents or hinders or which may prevent or hinder the Supplier from complying with this Framework Contract and/or any Call Off Agreement giving details of the circumstances, reasons and likely duration. Without prejudice to the generality of the foregoing, this includes an increase in the cost (including costs payable under this Framework Contract) or delay to the completion of a Call Off Agreement or prejudice to the Supplier's ability to discharge its obligations under this Framework Contract whether temporarily or permanently and any matter which could justify the other in taking action to protect its interests (including its reputation and standing) and/or lead to legal proceedings by or against either party for any reason whatsoever.

11 **Personnel**

- 11.1 Without prejudice to clause 10.2 the Supplier shall employ sufficient persons to see that the Supplies/Services/works are provided at all times and in all respects in accordance with its obligations under this Framework Contract and each Call Off Agreement.
- 11.2 The Supplier's personnel employed in and about the provision of the Supplies/Services/works shall be properly and sufficiently qualified, competent, skilled, honest and experienced and shall at all times exercise care in the execution of their duties and the Supplier shall see that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Supplies/Services/works which shall without prejudice to the generality of the foregoing include:
- 11.2.1 the task or tasks such person has to perform;
 - 11.2.2 all relevant provisions of the Call Off Agreement;
 - 11.2.3 all relevant policies, rules, procedures and standards of CHIC;

11.2.4 all relevant rules, procedures and statutory requirements concerning health and safety.

11.3 The Supplier acknowledges that CHIC and Authorised Users may have duties under section 149 of the Equality Act to have due regard to the need to eliminate discrimination, harassment and any other conduct prohibited by the Equality Act and to promote equality of opportunity and foster good relations between persons sharing a protected characteristic and those who do not share it. For the purposes of this duty (the **Equality Duty**) the protected characteristics are age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex and sexual orientation.

11.3.1 The Supplier warrants that it will not through its conduct or practices cause CHIC and/or Authorised Users to be in breach of any of the obligations placed upon CHIC and/or Authorised Users by section 149 of the Equality Act having due regard to any statutory code of practice issued in relation to that duty and will be liable to CHIC and/or Authorised Users for any loss, expense or damage incurred as a result of any breach of such obligations.

11.3.2 The Supplier warrants that it will not through its conduct or practices cause CHIC and/or Authorised Users to be in breach of any of the obligations placed upon CHIC and/or Authorised Users under any duty imposed by any regulation issued under section 153 of the Equality Act and will be liable to CHIC and/or Authorised Users for any loss, expense or damage incurred as a result of any breach of such obligations.

11.3.3 CHIC may having regard to its statutory duties under the Equality Act and/or by any regulation issued under section 153 of the Equality Act and having due regard to any statutory code of practice issued in relation to those statutory duties make requests or issue instructions to the Supplier (relating to the supply of information, monitoring and other matters) for the purposes of ensuring that the conduct or practices of the Supplier will not result in CHIC being in breach of its obligations under the Equality Act. The Supplier agrees that it will provide CHIC with all information reasonably requested by CHIC to allow it to monitor compliance with the obligations imposed by clause 10.3.4.

11.3.4 Without prejudice to the generality of this clause 10.3 CHIC may require the Supplier to comply at no cost to CHIC or Authorised Users with the policies of CHIC and/or Authorised Users relating to the Equality Duty (which shall be made available on request) or to have policies which have been approved by CHIC and/or Authorised Users and the Supplier will and agrees that it shall procure that its permitted sub-contractors comply with such requirements.

12 **Conflicts of Interest**

12.1.1 If either CHIC or the Supplier becomes aware of any possible, actual, potential or perceived conflict of interest (as described in section 81 of the Procurement Act) (a **Conflict of Interest**) which may arise between the interests of CHIC and the Supplier or the Supplier and the satisfactory performance of the Framework Contract, the party becoming aware of such information shall as soon as reasonably possible notify the other party.

12.1.2 Following such notification pursuant to clause 12.1.1, the parties shall discuss the Conflict of Interest and:

- (a) both parties shall use reasonable endeavours to find ways to eliminate or minimise the risk of such a Conflict of Interest continuing or arising; and
- (b) both parties shall take such steps as may be agreed to remove or avoid the cause of such Conflict of Interest; and
- (c) where the Conflict of Interest cannot be resolved but is temporary, CHIC may suspend the Supplier's entitlement to be considered for Call-Off Agreements until such time as the Conflict of Interest is resolved to CHIC's satisfaction;
- (d) the Supplier shall implement any requirements stipulated by CHIC to avoid the Conflict of Interest putting the Supplier at an unfair advantage in respect of this Framework Contract or any Call Off Agreement.

13 **Health and Safety and Building Safety**

13.1 The Supplier shall take all measures to protect the health and safety of its personnel in the provision of the Supplies and performance of the Services on any premises as are required by the Health and Safety at Work, etc. Act 1974.

13.2 The Supplier will as part of the Supplies/Services/works so perform its obligations under each Call Off Agreement as to comply with the CDM Regulations and Building Safety Legislation (to the extent applicable) and the health and safety and building safety requirements stated in each Call Off Agreement and with all relevant Statutory Requirements including the requirements of any relevant planning, building regulations or other consent, licence, approval or authority of which the Supplier is or should be aware.

13.3 The Supplier shall within seven (7) days of the date of this Framework Contract provide to CHIC a copy of its current Health and Safety Policy applicable to the Supplies/Services/works likely to fall within this Framework Contract and shall, thereafter, issue to CHIC any amendments to or updated versions of such policy.

14 **Risk and Insurance**

14.1 The Supplier agrees that throughout the Framework Contract Period (and in relation to professional indemnity insurance, for a period of six (6) years from the date of the completion by the Supplier of its obligations under the last Call Off Agreement awarded to it) it will maintain with a reputable insurance company the insurance required in respect of the performance by the Supplier of its obligations under each Call Off Agreement of the type and in the amount stated in each Call Off Agreement.

15 **Assignment and Sub-Contracting**

15.1 CHIC shall be entitled to assign the benefit of this Framework Contract or any part of this Framework Contract (but which for the avoidance of doubt shall not include any assignment of any Call Off Agreement) and shall give written notice of any assignment to the Supplier.

15.2 Subject to the provisions of clause 13.3 the Supplier shall:

- 15.2.1 With the prior written consent of CHIC be entitled to:
- (a) assign transfer novate or otherwise deal with this Framework Contract or any part of this Framework Contract or the benefit or advantage of this Framework Contract or any part of the Framework Contract to another company within the Supplier's group of companies; and
 - (b) sub-contract the delivery of Supplies/Services/works.

- 15.2.2 With the prior written consent of CHIC (such consent not to be unreasonably withheld or delayed) be entitled to:
- (a) assign transfer novate or otherwise deal with this Framework Contract or any part of this Framework Contract or the benefit or advantage of this Framework Contract or any part of the Framework Contract; and
 - (b) sub-contract or delegate the provision of the Supplies and performance of the Services or any part thereof to any person

provided always that CHIC shall under no circumstances be obliged to provide consent pursuant to clauses 15.2.1 and/or 15.2.2 where the party to whom this Framework Contract is proposed to be assigned, novated or otherwise transferred to is an "excluded supplier" or "excludable supplier" each within the meaning given in section 57 of the Procurement Act.

- 15.3 Where the provisions of clause 13.2 apply the Supplier shall not be relieved from any liability or obligation under this Framework Contract and the Supplier shall be responsible for the acts, defaults or neglect of any sub-contractor, or its or their employees or agents in all respect as if they were the acts, defaults or neglect of the Supplier.

16 **Default in Performance under Call Off Agreement**

- 16.1 If the Supplier fails to provide all or any part of the Supplies/Services/works under any Call Off Agreement to the Contract Standard then by way of and without prejudice to any other remedy or right which the Authorised User may possess under the relevant Call Off Agreement in respect of such failure CHIC may:

- 16.1.1 by notice in writing require the Supplier to remedy such default within such reasonable time as may be specified by CHIC by providing (or providing again without charge as the case may be) such part of the Supplies/Services/works or the relevant part thereof under the Call Off Agreement to the Contract Standard; and/or

- 16.1.2 without determining the engagement of the Supplier under this Framework Contract in whole or in part, itself provide or in conjunction with the relevant Authorised User employ and pay another person to provide the Supplies/Services/works under the Call Off Agreement or the relevant part thereof, until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Authorised User that such part of the Supplies/Services/works under the Call Off Agreement will once more be provided to the Contract Standard and/or allow the Authorised User to determine the engagement of the Supplier in respect of such part of the Supplies/Services/works under the Call Off Agreement

in question without determining the whole of the engagement of the Supplier under this Framework Contract.

16.2 In addition to and without prejudice to the generality of clause 14.1, where the Supplier's performance is deemed to be unsatisfactory (in the reasonable opinion of CHIC), the Supplier shall comply with the obligations set out in the Poor Performance Protocol. Failure to satisfactorily comply with the Poor Performance Protocol shall be deemed a default of a material obligation under this Framework Contract and clause 16.1.2 shall apply.

17 **Suspension**

17.1 CHIC may at any time by at least five (5) Working Days' notice in writing to suspend the appointment of the Supplier under this Framework Contract.

17.2 If CHIC has not required the Supplier to resume its appointment under this Framework Contract within a period of six (6) months from the date of such notice either party may terminate the Supplier's appointment under this Framework Contract.

17.3 Upon any suspension of the Supplier's appointment howsoever arising CHIC shall not be liable to the Supplier for any loss of profit, loss of contracts or other costs, losses and/or expenses arising out of or in connection with such suspension.

17.4 Suspension of the Supplier's appointment howsoever arising shall be without prejudice to the rights and remedies of either party in relation to any negligence, omission or default of the other prior to such suspension.

18 **Termination**

18.1 CHIC may (without prejudice to its other rights and remedies under this Framework Contract) terminate this Framework Contract by notice in writing to the Supplier in the following circumstances:

18.1.1 if a voluntary agreement is approved, or an administration order is made, or a receiver or administrative receiver is appointed over any of the Supplier's assets or an undertaking or a resolution or petition to wind up the Supplier is passed or presented (other than for the purposes of bona fide amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or the Supplier suffers any other circumstance of insolvency ordinarily understood as such by English legislation or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Supplier; or

18.1.2 if the Supplier defaults in due performance or observance of any material obligation under this Framework Contract (which for the avoidance of doubt includes a breach of clause 5.15 to 5.15 above and 19.1 below) and (in the case of a remediable breach) fails to remedy the breach within thirty days (or such other period as is reasonable in the circumstances) of receipt of CHIC's notice so to do; or

18.1.3 if there is a change in control of the Supplier (for this purpose, there is a change of control if the majority of shares carrying a right to vote in the Supplier or its

ultimate holding company are acquired by a person who is not at the date of this Framework Contract a majority shareholder (holding company having the same meaning as in sections 736 and 736A Companies Act 2006)), provided that:

- (a) CHIC shall only be permitted to exercise its right of termination for twelve (12) months after such change in control is notified to it unless the change in control results in the Supplier becoming an "excluded" or "excludable" supplier within the meaning given to such terms in section 57 of the Procurement Act; and
- (b) CHIC shall not be permitted to exercise such right where it has agreed in advance to the particular change of control and such change of control takes place as proposed; or

18.1.4 where any of the grounds set out in:

- (a) section 78(2)(a) of the Procurement Act apply; or
- (b) section 78(2)(b) of the Procurement Act apply; or
- (c) section 78(2)(c) of the Procurement Act apply provided that before exercising its right to terminate the Framework Contract pursuant to this clause 18.1.4(c) CHIC shall give the Supplier reasonable opportunity to cease sub-contracting to the excluded or excludable sub-contractor, and if necessary, find an alternative sub-contractor to which to sub-contract the relevant sub-contract works, and if the Supplier does so to CHIC's reasonable satisfaction the ground for termination pursuant to this clause 18.1.4(c) shall no longer be applicable; or

18.1.5 where a conflict of interest has arisen within the meaning of section 81 of the Procurement Act which puts the Supplier at an unfair advantage in respect of this Framework Contract and either:

- (a) In CHIC's reasonable opinion, such unfair advantage cannot be avoided; or
- (b) the Supplier will not take the steps that CHIC considers are necessary and has instructed the Supplier to take pursuant to clause 12 of this Framework Contract to ensure the Supplier is not put at an unfair advantage; or

18.1.6 the Supplier fails to continue to meet the Conditions of Participation including, for the avoidance of doubt, where reliance has been placed upon another to fulfil the Conditions of Participation and either that entity no longer meets the Conditions of Participation or that entity is no longer able or willing to be relied upon by the Supplier in respect of its obligations under this Framework Contract and/or any Call-Off Agreement;

18.1.7 upon discovery of a material misrepresentation by the Supplier during the tendering process; or

18.1.8 the Supplier ceases or threatens to cease carrying on business; or

- 18.1.9 in the event of persistent minor breaches of this Framework Contract; or
- 18.1.10 in the event the Supplier is convicted of any offence under the Bribery Act 2010;
- 18.1.11 in the event clause 18.2 applies;
- 18.1.12 in the event the Supplier has breached any Call Off Agreement on more than one occasion.

and such termination shall take effect at a date specified in such notice.

- 18.2 Subject to clause 3.2, the engagement of the Supplier under this Framework Contract shall in any event terminate on the expiry of the Framework Contract Period.
- 18.3 The Supplier shall notify CHIC immediately upon becoming aware at any time during the Framework Contract Period that it or any of its sub-contractors or any entity on which the Supplier has relied to meet the Conditions of Participation is an 'excluded supplier' or an 'excludable supplier' each within the meaning given to such terms in section 57 of the Procurement Act.

19 **Consequences of Termination of this Agreement**

- 19.1 On termination under clauses 18.1.1 to 18.1.12 inclusive or clause 20.2 and also at the end of the Framework Contract Period:
 - 19.1.1 the Supplier shall immediately deliver up to CHIC all information and property belonging to or otherwise the responsibility of CHIC which may be in the possession or under the control of the Supplier together with the source code of any programs which CHIC has the right to use under this Framework Contract or any Call Off Agreement and any information produced under this Framework Contract but not delivered to CHIC and CHIC shall have the right to use such items for any purpose provided any sums due to the Supplier have been paid tendered or set off in accordance with the terms of this Framework Contract;
 - 19.1.2 the Supplier shall forthwith repay to an Authorised User any advance payments made by the Authorised User relating to any Supplies/Services/works or other obligations not performed by the Supplier in accordance with this Framework Contract including any amounts paid in respect of a period occurring after the date on which the engagement of the Supplier under this Framework Contract terminates;
 - 19.1.3 the Supplier shall if so required by CHIC assign to CHIC the benefit of any sub-contract or other contract related to this Framework Contract (but not to any Call Off Agreement).
- 19.2 Subject to clause 8.2 the rights of CHIC under this clause 17 are in addition to and without prejudice to any other rights and remedies CHIC may have whether against the Supplier directly or pursuant to any indemnity.
- 19.3 The provisions of clauses 17, 19 and 20 shall survive termination of this Framework Contract under clause 15 and 18 and/or expiry of the Framework Contract Period and/or the coming

to an end of this Framework Contract on expiry of a notice given by CHIC to the Supplier pursuant to clause 3.2.

19.4 On termination or expiry of this Framework Contract an Authorised User shall not be entitled to arrange or make any further Call Off Agreement under clause 5.

20 **Force Majeure and Contingency Arrangements**

20.1 The Supplier shall not be liable for failure to perform its obligations under this Framework Contract to the extent that such failure is caused by any act of God, lightning, fire, act or omission of Government, statutory authorities, war, military operations, terrorism, riot or any labour dispute to which the Supplier is not a party or other situation outside the control of the Supplier.

20.2 The Supplier shall use all reasonable endeavours to restore performance of its obligations under this Framework Contract within three (3) months of any event falling within clause 18.1. If, notwithstanding the use of such endeavours, the performance of its obligations is not so restored, CHIC shall have the right to terminate this Framework Contract by notice in writing to the Supplier at any time after the expiry of such three (3) month period.

20.3 During any period or periods referred to in clause 18.2 each party shall bear its own costs relating to the event of force majeure as set out in clause 18.1.

21 **Confidentiality, Intellectual Property and Data Protection**

21.1 The terms of this Framework Contract and its clauses, Schedules, Appendices, Annexures and Parts and all Confidential Information are confidential and shall not be disclosed by either the Supplier or CHIC to any third party without their others prior written consent provided that nothing in this clause 19 shall prevent disclosure to their insurers or professional advisers.

21.2 The obligations in clause 19.1 do not apply to:

21.2.1 any information which is already in the public domain,

21.2.2 any Transparency Information as required under the Procurement Act, and any Regulations published under it subject to any exemptions as set out in Section 94 and Section 93 of the Procurement Act,

21.2.3 performance information in respect of the Key Performance Indicators;

21.2.4 payment-related information pursuant to clauses 5.18 and 5.19;

21.2.5 any information specifically noted in this Framework Contract as not being confidential and/or being publishable;

21.2.6 any information required to be disclosed by law;

21.2.7 any information which came to the relevant party otherwise than in connection with the Supplier's or CHIC's involvement in the Supplies/Services/works save where its entry into the public domain or its coming to the Supplier or CHIC, was as a result of a breach by the Supplier or CHIC of any contractual obligation.

- 21.3 Both the Supplier and CHIC will take all reasonable steps to ensure that the Supplier's employees, agents and sub-contractors are bound by these confidentiality obligations.
- 21.4 The Supplier licences to CHIC, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the Documents necessary for CHIC to use the same for all reasonable purposes (other than manufacture) connected with this Framework Contract.
- 21.5 The Supplier shall, promptly at CHIC's request, do (or procure to be done) all such further acts and things and execute all such other documents as CHIC may from time to time require for the purpose of securing for CHIC the full benefit of this Framework Contract.
- 21.6 The Supplier shall obtain waivers of any moral rights (including in any Document and in the Deliverables) to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 21.7
- 21.7.1 The parties will each act in the capacity of Data Controller in respect of Personal Data processed under this Framework Contract and each will Process Personal Data as independent Data Controllers.
- 21.7.2 The parties (including their employees agents or officers) shall at all times during the Framework Contract period of this Framework Contract comply with the provisions and obligations imposed by this clause 19.7 and the Data Protection Legislation generally, including any requirement to obtain registrations, consents, and provide notifications and relevant privacy information to Data Subjects as required for the purposes of their obligations under this Framework Contract.
- 21.7.3 The parties warrant and represent that they each have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- 21.7.4 Each party shall notify the other without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Personal Data Processed under this Agreement.
- 21.7.5 Whilst each party shall be responsible for responding to any complaint in relation to the Personal Data Processed pursuant to this Framework Contract, or any request by individuals to exercise the Data Subject's Rights, the parties will co-operate with each other and provide reasonable assistance with any request, proceedings or inquiry by any affected Data Subject and/or the Information Commissioner or other body authorised by statute which are concerned with the Data Protection Legislation in connection with data processed under this Framework Contract.
- 21.7.6 The provision of this clause 19.7 shall apply during the continuance of the Framework Contract and indefinitely after its termination.

22 Complaints and Dispute Resolution Procedure

- 22.1 The Supplier shall notify CHIC of any complaint made by any Authorised User within two working days of becoming aware of that complaint and such notice shall contain full details of the provider's plans to resolve such complaint.
- 22.2 Any dispute or difference (**Dispute**) arising in relation to any aspect of this Framework Contract but not a dispute or difference under or in connection with a Call Off Agreement shall be resolved in accordance with this clause 20.
- 22.3 If a Dispute arises, the Supplier and CHIC shall (and shall procure that their employees and representatives shall) endeavour to resolve the Dispute without delay by way of negotiations which shall be conducted in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.
- 22.4 If at any time either party is of the opinion that any Dispute is not likely to be resolved by clause 20.3 that party may invite the other to attempt to resolve the Dispute through conciliation in accordance with the procedure set out as follows:
- 22.4.1 the conciliator shall mean the individual to be agreed between the parties seeking conciliation, or failing agreement within ten (10) Working days after one as given the other(s) written request to concur in the appointment of a conciliator, an individual to be appointed on the request of any of them by the President or Vice-President for the time being of The Association of Consultant Architects Limited;
- 22.4.2 if, at any time before reference of a difference or dispute to mediation pursuant to clause 20.5 or litigation in accordance with the Framework Contract, the parties in dispute agree to conciliation in respect of that difference or dispute, they shall apply jointly to the conciliator who shall conduct the conciliation in accordance with the edition of the ACA Conciliation Procedure current at the date of the application; and
- 22.4.3 any written agreement signed by the parties in dispute, which records the terms of any settlement reached during the conciliation, shall be final and binding upon them and they shall give effect to such settlement in accordance with its terms. If any of them fails to do so, then the other(s) shall be entitled to take legal proceedings to secure such compliance.
- 22.5 If at any time either party is of the opinion that any Dispute is not likely to be resolved by clause 20.4 that party may invite the other to attempt to resolve the Dispute through mediation administered by the Centre for Effective Dispute Resolution, International Dispute Resolution Centre, 70 Fleet Street, London EC4Y 1EU. Refusal by either party to participate in any mediation or a withdrawal from any mediation by either party shall not be a breach of this Framework Contract nor shall it be a condition precedent to either party referring any Dispute for resolution pursuant to clause 20.5.
- 22.6 This Framework Contract shall be governed by and construed and interpreted in accordance with the law of England and Wales and subject to clause 20.5 the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

23 **Waiver**

Failure by either party to exercise or enforce any right conferred by this Framework Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right or of any other right on any other occasion. A waiver of any default shall not constitute a waiver of any other default. No waiver of any of the terms, conditions or provisions of the Framework Contract or any right or remedy in connection therewith, shall be effective unless expressed to be a waiver in writing and communicated in accordance with clause 28.

24 **Assistance**

The parties shall and shall use all reasonable endeavours respectively to procure that any necessary third party shall, do execute and perform all such further deeds, documents, assurances, acts and things as any of the parties may reasonably require by notice in writing to any other party to carry the provisions of this Framework Contract into full force and effect.

25 **Third Party Rights**

Subject to clause 25, CHIC and the Supplier agree they do not intend that any of the terms of this Framework Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

26 **Agency**

26.1 Nothing in this Framework Contract shall be deemed to create a relationship of principal and agent between CHIC and the Supplier.

26.2 The Supplier shall, and shall see that its employees, agents and sub-contractors shall, in no circumstances hold itself (or themselves, as appropriate) out as being the agent(s) of CHIC.

27 **Membership Arrangements**

27.1 Any Current or Future CHIC Member may use this Framework Contract as an Authorised User to instruct (subject always to clause 5) the Supplier under a Call Off Agreement made under this Framework Contract.

28 **Approval**

28.1 No enquiry, inspection, approval, sanction, consent or decision at any time made or given by or on behalf of CHIC shall operate to exclude or limit the Supplier's obligations under this Framework Contract.

28.2 The liability of the Supplier under this Framework Contract shall not be released, diminished or in any other way affected by the appointment by CHIC of, or by any failure of CHIC to appoint, any third party to advise on or inspect the design for or the carrying out of Supplies/Services/works, or by any act or omission of any such third party, whether or not such act or omission might give rise to an independent liability

29 **Severability**

If any term, condition or provision contained in this Framework Contract shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Framework Contract.

30 **Service of Notices**

30.1 Any notice, invoice or other document which may be given by either party under this Framework Contract shall be deemed to have been duly given if left at or sent by pre-paid recorded delivery post or facsimile transmission (confirmed by letter sent by pre-paid recorded delivery post) to each party's principal or registered office or any other address notified to each other in writing in accordance with this clause 28 as an address to which notices, invoices and other documents may be sent.

30.2 Any such communication shall be deemed to have been made to the other party four (4) days from the date of posting (if by letter) and if by facsimile transmission on the day of such transmission (for avoidance of doubt the time when the communication is deemed to have been made is referenced from the fax transmission and not the confirmatory letter).

31 **Warranties Representations Undertakings and Due Diligence**

31.1 CHIC and the Supplier warrant, represent and undertake to each other:

31.1.1 it has full capacity and authority to enter into and to perform this Framework Contract;

31.1.2 this Framework Contract is executed by a duly authorised representative of that party; and

31.1.3 once duly executed, this Framework Contract will constitute its legal, valid and binding obligations.

31.2 The Supplier undertakes, warrants and represents to CHIC on an on-going basis that:

31.2.1 the Supplier will perform its obligations under this Framework Contract with reasonable care and skill and in accordance with Best Industry Practice;

31.2.2 the Supplier will perform and procure the performance of its obligations under this Framework Contract in compliance with all Applicable Law;

31.2.3 it has, and will continue to hold, all consents and regulatory approvals necessary to perform its obligation under this Framework Contract;

31.2.4 it shall discharge its obligations under this Framework Contract using personnel of required skill, experience and qualifications and with all due skill, care and diligence including in accordance with Best Industry Practice;

31.2.5 there are no actions, suits or proceedings or regulatory investigations pending or, to its knowledge, threatened against or affecting it before any court or administrative or governmental body or arbitration tribunal that might affect the ability of the Supplier to meet and carry out its obligations under this Framework Contract.

- 31.2.6 it has had an opportunity to carry out a thorough due diligence exercise in relation to the subject matter of this Framework Contract and has asked all the questions it considers to be relevant for the purpose of establishing whether it is able to perform its obligations in accordance with the terms of this Framework Contract;
 - 31.2.7 it has received all information requested by it to enable it to determine whether it is able to perform its obligations in accordance with the terms of this Framework Contract;
 - 31.2.8 it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it;
 - 31.2.9 it has raised all relevant due diligence questions with CHIC before submitting its Written Tender and Selection Responses and Price Schedules in response to the Invitation to Tender; and
 - 31.2.10 it has entered into this Framework Contract in reliance on its own due diligence.
- 31.3 Save as provided in this Framework Contract, no representations, warranties or conditions are given or assumed by CHIC in respect of any information which is provided to the Supplier and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 31.4 The Supplier shall promptly notify CHIC in writing if it becomes aware during the performance of this Framework Contract of any inaccuracies in any information provided to it during such due diligence which materially and adversely affects its ability to perform its obligations under this Framework Contract.

32 **Anti-Corruption**

- 32.1 The Supplier undertakes to CHIC that:
- 32.1.1 it has not and its current and former (whilst engaged by the Supplier) directors, officers and employees have not and shall not engage in any Corrupt Activity;
 - 32.1.2 it has not and its current and former (whilst engaged by the Supplier) directors, officers and employees have not and shall not engage in any activity, practice or conduct which could or would place CHIC in breach of section 7(1) Bribery Act;
 - 32.1.3 it has and shall maintain and implement:
 - (a) procedures to ensure compliance with sub-clauses 32.1.1 and 32.1.2; and
 - (b) adequate procedures designed to prevent any Associated Person from undertaking any Corrupt Activity and/or conduct that would give rise to an offence under section 7 Bribery Act; and
 - (c) it shall comply with the CHIC Anti-corruption Policy;
 - 32.1.4 it shall include undertakings similar to those contained in this sub-clause 29.1 in any contract it may enter into with other organisations and provisions similar to those contained in sub-clause 30.1 which shall be capable of enforcement directly by CHIC pursuant to the Contracts (Rights of Third Parties) Act 1999;

32.1.5 from time to time, at the reasonable request of CHIC, it will confirm in writing that it has complied with its undertakings under sub-clauses 32.1.1 to 30.1.4 inclusive and will provide any information reasonably requested by CHIC in support of such compliance.

32.2 The Supplier shall maintain adequate records to assist in verifying its compliance with the provisions of this clause 30 (including without limitation books of account showing all payments made by the Supplier in connection with this Framework Contract and shall permit CHIC and its third party representatives, on reasonable notice during normal business hours, but without notice in the case of any reasonably suspected breach of sub-clauses 30.1.1 to 30.1.5 inclusive, to access and take copies of such records and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 30). The Supplier shall give all necessary assistance to the conduct of such audits.

32.3 Audit access by any third-party representative of CHIC in accordance with clause 32.1.2. shall be subject to such representative agreeing to be bound by confidentiality obligations equivalent to those in sub-clause 19.1 in respect of the information obtained provided that all information obtained may be disclosed to CHIC.

32.4 Subject to clause 8.4 the Supplier shall be liable to CHIC for any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, CHIC as a result of any breach of this clause by the Supplier or any breach of provisions equivalent to sub-clauses 30.1.1 and 30.1.4 in any contract with another organisation.

33 **Entire Agreement and Changes**

33.1 This Framework Contract and the documents referred to in it constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Framework Contract.

33.2 The Supplier acknowledges and agrees that in entering this Framework Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) by any person (whether party to this Framework Contract or not) other than as expressly set out in this Framework Contract as a warranty or representation.

33.3 Any change to this Framework Contract (other than to the Supplier's Price Schedules) shall only be valid and binding if contained in and made by way of deed duly executed and delivered by CHIC and the Supplier.

34 **Modern Slavery**

In performing its obligations under this Framework Contract, the Supplier shall, and shall ensure that all of its supply chain shall, comply with the Modern Slavery Legislation. The Supplier shall maintain adequate records to assist in verifying its compliance with the provisions of this clause 32 and shall permit CHIC and its third party representatives, immediately upon request during normal business hours, to access and take copies of such records and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 32 and shall give all necessary assistance to the conduct of such audits.

35 **Communication**

- 35.1 Electronic communications (including but not limited to CHIC's eSourcing procurement portal) can be used during the Framework Contract Period. All correspondence can be issued by email (accepted as given "in writing"). Attachments relating to the following should be scanned (i.e. as though they were hard copy and had been posted) using the same version of Adobe Acrobat operated by CHIC or an Authorised User or earlier:
- 35.1.1 copies of the Specification(s) for reference during the works (not the originals);
 - 35.1.2 instructions, notices and/or certificates as required by this Framework Contract;
 - 35.1.3 minutes, reports and other information for the meetings in accordance with clause 2.5;
 - 35.1.4 invoices for payment of the interim valuations under any Call Off Agreement(s);
 - 35.1.5 drawings – (AutoCAD and Autodesk Express Viewer may also be used for drawings); and/or
 - 35.1.6 other documents agreed between CHIC, the Supplier and/or the applicable Authorised User as being more appropriate to scan and issue rather than other means.
- 35.2 All other documents can be sent in the appropriate software produced, including portals and direct entry systems. All electronic documents emailed must have reference to this Framework Contract and an appropriate reference title and date/revision.

36 **Equal Opportunities and Human Rights**

- 36.1 The Supplier shall operate an equal opportunities policy during the Framework Contract Period in line with the CHIC's Equal Opportunities Policy.
- 36.2 The Supplier must use all reasonable endeavours to make sure that its equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion, gender reassignment or sexual orientation and taking due account of the guidance of the Equality and Human Rights Commission in relation to:
- 36.2.1 the provision of the Framework Contract;
 - 36.2.2 the recruitment or promotion of staff employed or to be employed in the provision of the Framework Contract; and
 - 36.2.3 the training of staff employed or to be employed in the provision of the Framework Contract and as far as is reasonably practicable and in accordance with the Equal Opportunities Policy.
- 36.3 In the performance of the Framework Contract, the Supplier shall comply and ensure that its employees, agents and operatives and supply chain comply with the best professional practice in relation to equal opportunities and in particular with:

- 36.3.1 all relevant legislation as well as statutory and other official guidance and codes of practice; and
- 36.3.2 the Equal Opportunities Policy.
- 36.4 The Supplier must, as far as practicable and to CHIC's satisfaction, provide at its own expense all such facilities necessary to enable any disabled person or employee or agent of CHIC to visit the Supplier where the services comprising any Call Off Agreement are being provided or at any of the Supplier's other premises, for any purpose relating to the Framework Contract or any Call Off Agreement.
- 36.5 The Supplier must monitor the representation within its workforce of employees of different racial groups and must, without contravening the Race Relations Act 1976 and 2000 (including any amendment or re-enactment during the Framework Contract Period), take action as appropriate if it appears to the Supplier that any racial group is under-represented in the Supplier's workforce is engaged in any activity by comparison with the proportion of members of that racial group known or believed to be engaged in such activity either in Greater London or in the United Kingdom of as a whole.
- 36.6 The Supplier will provide such information as CHIC may reasonably request in order to assess its compliance with this clause 34, including details of any instructions, recruitment advertisements or other literature and details of monitoring of applicants and employees. The Supplier will at CHIC's request provide a breakdown of its workforce by race, gender, disability and grade.
- 36.7 The Supplier will inform CHIC as soon as it becomes aware of any legal proceedings (whether civil or criminal) brought or likely to be brought against it under anti-discrimination legislation or of any judgements, awards, convictions, or settlements arising and will provide CHIC with such further information and documentation as he/she may require. The Supplier must equally inform CHIC of any formal investigation of its activities by the Equality and Human Rights Commission.
- 36.8 A corporate finding against the Supplier that it has discriminated against any group identified in this clause 34 will entitle CHIC to terminate the Supplier's appointment under this Framework Contract, and CHIC may similarly take action where there is a finding against that the Supplier's employee, supply chain or sub-contractor or agents where the Supplier does not take action to remove the employee or sever links with the relevant sub-contractor or agent.
- 36.9 The Supplier shall carry out the Framework Contract in a manner which is consistent with the Human Rights Act 1998 as though (for the avoidance of doubt) it is bound by the said Act and in such a way that CHIC shall not be liable to any person for a breach of its duties under the said Act and shall indemnify CHIC and any applicable Authorised User under a Call Off Agreement against any direct or indirect costs expenses damages compensation liabilities or other claims incurred or suffered by CHIC and any applicable Authorised User arising from or in relation to a breach or alleged breach of the said Act.

37 **Social Value**

- 37.1 The Supplier acknowledges that the Social Value Contribution will apply if the Supplier is awarded a Call Off Agreement and for each Call Off Agreement the Supplier is awarded thereafter.

- 37.2 The Supplier shall commit a minimum of one percent (1%) of annual turnover per contract towards the Social Value Contribution.
- 37.3 The details of social value obligations will be agreed between CHIC and the Supplier at the time of any award of a Call Off Agreement and the Supplier shall comply with all agreed contributions and obligations including, but not limited to, providing relevant social value data at least every 3 (three) months and at the end of the relevant Call Off Agreement.

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Schedule 1

Mini Competition Procedure

- 1 Authorised User shall identify those organisations appointed under the Framework Contracts who in its view are capable of providing the Supplies/Services/works required, in line with the objective mechanism for supplier selection and being if possible, no less than three (3) (unless there is only one supplier on the framework).
- 2 The Authorised User shall send those organisations identified pursuant to paragraph 1 above an invitation to tender, setting out details of the relevant Supplies/Services/works, the relevant form of Call Off Agreement, the relevant Brief or Specification, the relevant pricing mechanism and the applicable invitation criteria (the **Mini-Invitation**), to submit a written response to the Mini-Invitation (the **Mini-Tender**) within the time-scale set out in the Mini Invitation.
- 3 The Mini-Competition shall be governed by this procedure and the Mini-Competition Rules set out at Schedule 2.
- 4 The Call Off Agreement to which the Mini Competition relates shall be awarded to the most advantageous Mini Tender in the opinion of the Authorised User who shall evaluate any responses received in accordance with the evaluation criteria set out in paragraph 5 below, and as clarified or supplemented by each Mini-Invitation.
- 5 Mini-Tenders will be evaluated using a competitive selection process, based on the criteria listed in this paragraph.
 - 5.1 Ability to meet (or exceed) any stated desirable requirements;
 - 5.2 The organisations' proposed methodology and its Written Tender and Selection Responses;
 - 5.3 Proposed fee or price (determined by the Price Schedule(s) as developed by the Mini Tender Price Schedule);
 - 5.4 Capacity;
 - 5.5 The Conditions of Participation used in the award of this Framework Contract pursuant to the process begun by publication of the Tender Notice; and
 - 5.6 Criteria derived from the criteria used in the award of this Framework Contract pursuant to the process begun by publication of the Tender Notice.
- 6 The Mini-Invitation will also set out any supplementary criteria applicable to the Mini-Competition in particular more detailed or more refined award criteria related to and deriving from the award criteria originally contained in the Invitation to Tender together with the weighting to be applied and the scoring process to be followed.
- 7 Any organisations invited to submit a Mini-Tender may be required to engage in a multistage selection process by the Authorised User as part of the evaluation..
- 8 If the Authorised User decides to select one of the organisations which has submitted a Mini-Tender, the Authorised User shall issue a Call Off Agreement (in accordance with

clause 5 of the Framework Contract). Each organisation invited to submit a Mini-Tender will be responsible for their own costs.

- 9 All terms and conditions as set out in this Framework Contract shall apply to any Mini Competition.

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Schedule 2

Mini-Competition Rules

All Mini-Tenders must be submitted in accordance with the following Mini-Competition Rules.

Mini-Tenders that do not comply with the Mini-Competition Rules may be rejected by an Authorised User, whose decision in the matter shall be final.

1 Introduction

- 1.1 Pursuant to clause 5 of the Framework Contract, the Supplier is invited to submit a Mini-Tender for carrying out Supplies/Services/works as described in the Mini-Invitation. Words and expressions in these Rules have the meanings used in the Framework Contract.
- 1.2 Mini-Tenders should be prepared under the same headings and in the same sequence as set out in Mini-Invitation. The Supplier should include all information requested. The Supplier is responsible for obtaining all information necessary for the preparation of their Mini-Tenders.
- 1.3 For the avoidance of doubt all costs, expenses and liabilities incurred by the Supplier in connection with the preparation and submission of a Mini-Tender, and in discussion with the Authorised User, and (in the case of acceptance of a Mini Tender by the Authorised User) in connection with the execution of the relevant Call Off Agreement, shall be borne by the Supplier.
- 1.4 Whilst the Authorised User will use its reasonable endeavours to see that all information given to the Supplier by the Authorised User is accurate, the Authorised User in no way warrants the same. The Authorised User accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by the Supplier of such information.
- 1.5 The fact that the Supplier has been invited to submit a Mini Tender does not necessarily mean that it has satisfied the Authorised User as to its capability to provide the Supplies/Services/works. Furthermore, the Authorised User makes no representation regarding any Supplier's financial stability, technical competence or ability in any way to carry out the Supplies/Services/works.
- 1.6 If the Supplier requires any further information or wishes to raise any query, such requests or queries should be addressed to the individual identified in the Mini-Tender.
- 1.7 The Authorised User will endeavour to answer all such requests and/or queries raised by the Supplier provided that they are received at least five (5) Working Days before the date specified for the return of Mini-Tenders. Any such requests and/or queries and the Authorised User's response must be issued to all Tenderers.
- 1.8 The Supplier warrants that all information provided in a Mini-Tender shall be complete and accurate and shall not infringe the rights of any other person.

2 Submission of Mini-Tenders

- 2.1 No alteration or addition (save for the inclusion of the relevant information) should be made to the form of Mini-Tender which if not provided in the Mini-Invitation shall be in the form

attached. Mini-Tenders must not be qualified in any way and must be submitted strictly in accordance with these Rules. Mini-Tenders must not be accompanied by any covering letter or statement that could be construed as qualifying the Mini-Tender.

2.2 Suppliers shall complete and submit in the manner described below the Mini-Tender and all other supporting documents.

2.3 To be considered, Mini-Tenders must be:

2.3.1 received electronically at the Tender Portal address set out in the Mini-Invitation by the Authorised User no later than the date and time set out in the Mini-Invitation; and

2.3.2 be kept open and valid for acceptance by the Authorised User for the period set out in the Mini-Invitation or such longer period as may be agreed with the Authorised User.

2.4 The Tender Portal will close promptly at the date and time set out in the Mini-Invitation following which it will not be possible to submit any further bids and no further bids will be considered.

2.5 Suppliers may be required to provide presentations to stakeholders and other relevant officers of the Authorised User. The provisional date for such presentations will be set out in the Mini-Invitation. Suppliers should see that the relevant staff/team members are available to attend, including as a minimum:

2.5.1 the person submitting the Mini-Tender on behalf of the organisation; and

2.5.2 the relevant Project Manager (or equivalent) who will oversee the Supplies/Services/works, if successful.

3 Execution of the Mini-Tender

3.1 The Mini-Tenders must be signed;

3.2 where the Supplier is an individual, by that individual;

3.3 where the Supplier is a partnership, by all the partners or where a power of attorney to sign on behalf of the other partners is in place and provided to the Authorised User by those partners empowered by the power attorney to sign on behalf of the other partners;

3.4 where the Supplier is a company, by two (2) directors or by a director and the company secretary.

4 Rejection of Mini-Tenders

4.1 Any Mini-Tenders or other documents submitted by any Supplier in respect of which the Supplier:

4.1.1 enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Mini-Tenders or shall limit or restrict the amounts, prices, charges and rates to be shown by any other tenderer in its Mini-Tenders and other documents; or

- 4.1.2 offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenderer or any other proposed Mini-Tenders or other documents any act or omission; or
- 4.1.3 has directly or indirectly canvassed any member or official of the Authorised User concerning the acceptance of any Mini-Tenders or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Mini-Tenders submitted by any other Tenderer; or
- 4.1.4 breaches whether directly or indirectly any term or condition of this Framework Contract.

shall not be considered for acceptance and shall accordingly be rejected by the Authorised User provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authorised User in respect thereof or to any criminal liability that such conduct by a Supplier may attract.

5 Non-Consideration of Mini-Tenders

- 5.1 The Authorised User may in its absolute discretion refrain from considering Mini Tenders if either:
 - 5.1.1 the Mini-Tender does not comply with the requirements of the Mini-Invitation, the Mini-Competition Rules or the provisions of the Framework Contract; or
 - 5.1.2 the Mini-Tenders contain any significant omissions.

6 Acceptance of Mini-Tenders, Criteria for Evaluation and Contract Award

- 6.1 The Authorised User may accept any Mini-Tender submitted pursuant to the Mini-Invitation.
- 6.2 The Authorised User shall not be bound to accept any Mini-Tender and reserves to itself the right at its absolute discretion to accept or not accept any Mini-Tender submitted.
- 6.3 The Authorised User may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process. All information and documents submitted by the Tenderers by the due date will be considered, as well as any other information that the Authorised User requires to be submitted.

Form of Mini Tender

Form of Mini-Tender for [] Mini-Tender Due in by [] on []

[Name]

[Address]

Date:

Unconditional and Irrevocable Offer to [] (the Employer) in respect of []

- 1 I/We the undersigned return this Mini-Tender and acknowledge that we are bound by our proposals submitted pursuant to the Invitation Document (receipt of which is also acknowledged) consisting of the following:

Documents ("**Documentation**")

MINI-INVITATION

[Annex 1 Mini-Competition Rules]

[Annex 2 Form of Mini-Tender]

[Annex 3 Evaluation Criteria and Matrix]

[Annex 4 Form of Call of Agreement]

[Annex 5 Price Schedule]

[Anti-Collusion Certificate]

- 2 I/We hereby unconditionally and irrevocably offer to undertake the Services and make the Supplies under the Mini-Invitation in accordance with the Call Off Agreement and at the rates and prices stated in the Price Schedule. I/We confirm that the rates and prices set out in the Price Schedule shall remain fixed for [] ([]) months from the date of this Form of Mini-Tender.

- 3 I/We confirm that:

- 3.1 I/We are fully conversant with all the Documentation; and
- 3.2 this Mini-Tender is submitted strictly in accordance with the Documentation including, but not limited to the Mini-Competition Rules.

- 4 I/We submit through the tender portal the following documents:

- 4.1 The Proposals for the Services and Supplies;
- 4.2 The completed Price Schedule; and
- 4.3 Any other required supporting documents.

- 5 I/We agree that this Mini-Tender shall remain open to be accepted or not by you and shall not be withdrawn for a period of [] ([]) months from the deadline for receipt of

Tenders as set out in the Mini-Competition Rules, or such longer period as may be agreed with the Employer.

- 6 I/We undertake to execute a Call Off Agreement to be prepared at your expense for the proper and complete fulfilment of the Services and Supplies or any part or parts thereof, as you may in your absolute discretion award to us.
- 7 I/We agree that I/we shall commence the Services and Supplies when instructed to do so by you pursuant to the terms of the Call Off Agreement.
- 8 I/We certify that the details of this Mini-Tender and the Documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.
- 9 I/We acknowledge that you are not bound to accept the lowest or any Mini-Tender you may receive, and that you reserve the right at your absolute discretion to accept or not to accept any Mini-Tender submitted.
- 10 I/We certify that we have full power and authority to enter into the Call Off Agreement and to undertake the Supplies/Services/works, and that this is a bona fide tender.

Dated this [] day of []

Signed for and on behalf of the Supplier

Signed: _____

Position/Status _____

Supplier Name: _____

Address: _____

Signed for and on behalf of the Supplier

Signed: _____

Position/Status _____

Supplier Name: _____

Address: _____

Schedule 3

Membership Agreement

This can be provided upon request.

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Schedule 4
Novation Agreement

(see next page)

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dated

20[to be stated]

Communities and Housing Investment Consortium Limited

and

[Outgoing Supplier]

and

[Incoming Supplier]

Novation Agreement

in relation to a Framework Contract for the appointment of suppliers to undertake [X] works

Deed

Trowers & Hamblins LLP
55 Princess Street
Manchester
M2 4EW
t +44 (0)161 838 2000
f +44 (0)161 838 2001
www.trowers.com

trowers & hamblins

dated 20[to be stated]

Parties

- (1) **Communities and Housing Investment Consortium Limited (CHIC)** (company number 07266506) whose registered office is at Ark Central, Spencer Street, Birmingham, West Midlands B18 6DS; and
- (1) [to be stated] (the **Outgoing Supplier**) whose registered office is at [to be stated]; and
- (2) [**Incoming Supplier**] (the **Incoming Supplier**) (company number [to be stated]) whose registered office is at [to be stated].

Introduction

- (A) This deed is supplemental to a Framework Contract dated [to be stated] and made between CHIC and the Supplier (the **Framework Contract**).
- (A) The Outgoing Supplier wishes to be released and discharged from the Framework Contract and CHIC has agreed to release and discharge the Outgoing Supplier upon the terms of the Incoming Supplier undertaking to perform the Framework Contract and to be bound by its terms in place of the Outgoing Supplier.
- (B) Words and Phrases with capitalised first letters which are used but undefined in this deed shall have the same meaning as in the Framework Contract.
- (C) [The parties have also agreed to vary the terms of the Framework Contract as detailed in clause 4 and the Schedule.]

Agreed Terms

1 **Incoming Supplier Covenant**

The Incoming Supplier undertakes to perform the Framework Contract and to be bound by the terms of the Framework Contract in every way as if the Incoming Supplier were a party to the Framework Contract from the outset in lieu of the Outgoing Supplier.

2 **Release**

CHIC releases and discharges the Outgoing Supplier from all claims and demands whatsoever in respect of the Framework Contract and accepts the liability of the Incoming Supplier under the Framework Contract in lieu of the liability of the Outgoing Supplier and agrees to be bound by the terms of the Framework Contract in every way as if the Incoming Supplier were named from the outset in the Framework Contract as a party in place of Outgoing Supplier.

3 **Warranty by Outgoing Supplier**

- 3.1 The Outgoing Supplier warrants that it shall as soon as being requested to do so enter into such further Novation Agreements relating to specific Call Off Agreements as may after the date hereof be necessary.

4 ¹[Variation of the Framework Contract

- 4.1 The parties hereto agree that with effect from the date hereof the Framework Contract be and hereby is amended in accordance with the Schedule hereto.
- 4.2 For all purposes this deed shall prevail over the Framework Contract and over any and all other agreements between the parties and in the event of conflict or discrepancy, this deed shall prevail.
- 4.3 All provisions of the Framework Contract not so altered by the operation of the amendments set out in the Schedule shall remain in full force and effect and the Framework Contract shall be valid and enforceable as so amended.
- 4.4 This deed constitutes the entire understanding and agreement between the parties hereto with regard to the variation of the Framework Contract.]

5 **Third Party Rights**

- 5.1 The parties hereto hereby agree to exclude the Contracts (Rights of Third Parties) Act 1999 (the **Act**) and this Deed shall take effect as if the Act was not in force.
- 5.2 For the avoidance of doubt this Deed shall not confer any right and/or benefit whatsoever on any third party and/or any obligation on the parties which would otherwise arise had the Act applied to this Deed.

Executed as a Deed by the parties on the date which first appears in this Deed

¹ Option where the parties wish or need to amend the Framework Contract (in accordance with the restrictions in the Procurement Act).

[Insert appropriate execution blocks]

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Schedule 5

Current CHIC Members

A list of current CHIC members can be found on our website (<https://www.chicld.co.uk/>).

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EXECUTION PAGE

In witness whereof CHIC and the Supplier have executed this Framework Contract as a Deed on the day and year first before written

Executed underhand by Communities & Housing Investment Consortium Ltd (CHIC) by its authorised signatory

Authorised Signatory
Signature
.....
Name (in block capitals)

Executed underhand by **[Supplier]** in the presence of its authorised signatories

Authorised Signatory 1
Signature
.....
Name (in block capitals)

Authorised Signatory 2
Signature
.....
Name (in block capitals)

Appendix 1

Price Schedule(s)

This is the document(s) beginning “Pricing - Decoration Framework” which forms the Price Submission, included within the Tender pack.

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Appendix 2
Call Off Agreements

The Call Off Agreement adopted could be any of the following (as included in the Tender pack), or a bespoke Contract as agreed by all parties:

JCT MTC 2016 Edition as amended

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Appendix 3

Specification(s)

This is the document(s) beginning "Scope - Decs Fmwk 2025" included within the Tender pack.

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Appendix 4
Quality Statements

Appendix 4 refers to the (TR2-QS) Quality/Social Statements contained within the CHIC eSourcing Questionnaire, relevant to the lot(s) applied for.

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