**CONDITIONS OF CONTRACT**

**FOR**

**THE SUPPLY, INSTALLATION, CLEANING AND REPAIR**

**OF**

**WINDOW BLINDS and CURTAINS FOR OFFICE ACCOMMODATION**

**CfT 191811**

**STANDARD CONDITIONS OF CONTRACT**

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**Definitions relating to clauses above**

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| --- | --- |
| “Fees Regulations” | Means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004. |
| “General Change in Law” | Means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Goods. |
| “Installation Works” | Means, as the context so requires,  a. collectively, all works which the Contractor is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Specification; or  b. where there are a series of works to be carried out during the Contract Period to install the Goods in accordance with the Specification, each set of installation works. |
| “Receipt” | Means the physical or electronic arrival of the invoice at the address given by the Client to the Contractor for the submission of invoices. |
| “Relevant Conviction” | Means a conviction relevant to the nature of the Goods being provided. |
| “Staff Vetting Procedures” | Means the Client’s procedures for the vetting of personnel as set out in the Security Schedule |
| “TUPE” | Means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006. Contractors shall comply with their obligations under these regulations. |
| “Insolvency Order” | Means the Insolvency (Northern Ireland) Order 1989 as amended by the Insolvency (Northern Ireland) Order 2005. |

**1.0 Definitions and Interpretation**

1.1 In this Contract, the following words will have the following meanings:

|  |  |
| --- | --- |
| “Approval” | Means the written consent of the Client. |
| “Authority” | Means the Northern Ireland Executive Committee and Northern Ireland Departments, including, but not limited to, government ministers, government departments, government offices, government agencies and those bodies to which NI Public Procurement Policy applies. |
| “Award Date” | Means issue date of the Award Letter. |
| “Award Letter” | Means the letter of award issued by the Client to the Contractor informing the Contractor that their Tender has been accepted. The letter will be sent by secure message through the e-procurement portal, or by electronic main (confirmed) in either case by letter. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been issued four hours after the letter was given in the case of secure message through the e-procurement portal or electronic mail or two Working Days after the day on which the letter was posted, or sooner where the other Party acknowledges receipt of such letters. |
| “Business Continuity and Disaster Recovery Plan” | Means the business continuity and disaster recovery plan to be produced by the Contractor in response to the requirements detailed within the Specification. |
| “Client” | Means the organisation set out in the Invitation to Tender, or the body(ies) listed as contract participants in the contract documentation. |
| “Commercially Sensitive Information” | Means the information listed in the Freedom of Information Statement comprised of information:   1. Which is provided by the Contractor to the Client in confidence for the period set out in that Schedule; and/or 2. That constitutes a trade secret. |
| “Confidential Information” | Means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:  i. was public knowledge at the time of disclosure;  ii. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;  iii. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or  iv. which is independently developed without access to the Confidential Information. |
| “Contract” | Means the Specification and any attached schedules, these conditions of contract, the Invitation to Tender, the Tender, the schedule of contract prices or rates submitted by the Contractor (as part of their Tender), the Purchase Order and (if applicable) the Award Letter. |
| “Contract Commencement Date” | Means the date stipulated in the Award Letter. |
| “Contracting Authority” | Means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 (as amended) or The Utilities Contracts 2006 (as amended). |
| “Contracting Counterparty” | Means a legal entity exposed to risk through the contract. |
| “Contractor” | Means the person, firm or company that enters into this contract with the Client |
| “Contract Manager” | Means the person for the time being appointed by the Client as being authorised to administer the Contract on behalf of the Client or such person as may be nominated by the Contract Manager to act on their behalf. |
| “Contract Period” | Means the period from the Commencement Date to:  i. the end of the Initial Contract Period; or  ii. the end of any contract extension if the Client elects to extend the Initial Contract Period; or  iii. such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract. |
| “Contract Price” | Means the contract price (exclusive of any applicable VAT), payable to the Contractor by the Client under the Contract, as set out in the Contractor’s schedule of contract prices and rates included in the Contractor’s Tender, for the full and proper performance by the Contractor of its obligations under the Contract but before taking into account the effect of any adjustment of contract price in accordance with clause 8.5 to 8.8 (Contract Price Adjustment on Extension of Initial Contract Period). |
| “Default” | Means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other. |
| “Delivery Date” | Means the date of delivery of the Goods to the client as detailed in the Specification. |
| “DOTAS” | Means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s. 132A Social Security Administration Act 1992. |
| “DPA” | Means the Data Protection Act 1998. |
| “Environmental Information Regulations” | Means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations. |
| “FOIA” | Means the Freedom of Information Act 2000. |
| “Force Majeure” | Means any event or occurrence which prevents a Party from performing its obligations under the Contract and which is not attributable to any act or failure to take preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster; pestilence; explosion; malicious damage; nuclear, biological or chemical warfare; or any other disaster, natural or man-made. |
| “Fraud” | Means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Authority. |
| “General Anti-Abuse Rule” | Means   1. The legislation in Part 5 of the Finance Act 2013; and 2. Any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions. |
| “Goods” | Means any such goods as are to be supplied by the Contractor (or by the Contractor’s sub-contractor) under the Contract as specified in the Specification. |
| “Good Industry Practice” | Means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances. |
| “Halifax Abuse Principle” | Means the principle explained in the CJEU Case C-255/02 Halifax and others. |
| “Information” | Means all data and information which are embodied in any medium including all electronic, optical, magnetic or tangible media. |
| “Initial Contract Period” | Means the period as detailed in the Specification not including any extension options. |
| “Intellectual Property Rights” | Means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off. |
| “Invitation to Tender” | Means the invitation made available to a potential Contractor to submit a Tender. |
| “Law” | Means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any statutory provision as defined by the Interpretation Act (Northern Ireland) 1954, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply. |
| “Monitoring Schedule” | Means the Schedule containing details of the monitoring arrangements. |
| “Month” | Means calendar month. |
| “Occasion of Tax Non-Compliance” | Means   1. Any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: 2. a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; 3. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or 4. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion. |
| “Party/Parties” | Means the Contractor and/or the Client (as appropriate). |
| “Premises” | Means the premises detailed in the Invitation to Tender, Purchase Order, or Award Letter, as applicable, or if such term is not defined it will be the “Deliver To” address as specified in the Purchase Order. |
| “Pricing Schedule” | Means the Schedule containing details of the pricing profile and invoicing arrangements. |
| “Property” | Means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract. |
| “Purchase Order” | Means the Client’s order for the Goods which has a unique purchase order number, and details the Goods to be supplied by the Contractor to the Client in accordance with the terms of this Contract. |
| “Quality Standards” | Means the Quality Standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule. |
| “Regulatory Bodies” | Means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Client and “Regulatory Body” shall be construed accordingly. |
| “Relevant Tax Authority” | Means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established. |
| “Replacement Contractor” | Means any third party Contractor appointed by the Client to supply any goods which are substantially similar to any of the Goods and which the Client receives in substitute for any of the Goods following the expiry, termination or partial termination of the Contract. |
| “Request for Information” | Will have the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” will apply). |
| “Schedule” | Means a schedule attached to, and forming part of, the Contract. |
| “Specification” | Means any specification for the Goods produced by the Contractor or supplied to the Contractor by the Client including any specification contained in the Invitation to Tender, Purchase Order or Award Letter and any documents referred to therein which set out the quantity, description, quality and contract price of the Goods. |
| “Specification Schedule” | Means the Schedule containing details of the Specification. |
| “Specific Change in Law” | Means a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Client, and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Goods. |
| “Staff” | Means all persons employed by the Contractor to perform its obligations under this Contract together with the Contractor’s servants, agents, Contractors and sub-contractors used in the performance of its obligations under this Contract. |
| “Sustainable Development Strategy for Northern Ireland” | Means the NI Executive’s Sustainable Development Strategy found at <http://www.ofmdfmni.gov.uk/focus_on_the_future.pdf> |
| “Tender” | Means the document(s) submitted by the Contractor to the Client in response to the Invitation to Tender for formal offers to supply it with the Goods. |
| “Variation” | Has the meaning given to it in clause 24.2 (Variation). |
| “Variation to Contract Form” | Means the form attached at Annex A and referred to in clause 24.2. |
| “VAT” | Means value added tax in accordance with the provisions of the Value Added Tax Act 1994. |
| “Working Day” | Means a day (other than a Saturday or Sunday) on which banks are open for business in Northern Ireland. |

1.2 Where a capitalised word is not defined in this Contract it will have the meaning given to it in the Invitation to Tender, Purchase Order or Award Letter.

1.3 In this Contract unless the context otherwise requires:

1.3.1 references to numbered clauses are references to the relevant clause in this Contract;

1.3.2 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

1.3.3 the headings to the clauses of this Contract are for information only and do not affect the interpretation of this Contract;

1.3.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

1.3.5 where the word ‘including’ is used in this Contract, it will be understood as meaning ‘including without limitation’.

1.4 Client’s Obligations.

1.4.1 Save as otherwise expressly provided, the obligations of the Client under this Contract are obligations of the Client in its capacity as a Contracting Counterparty and nothing in this Contract shall operate as an obligation upon, or in any other way fetter or constrain the Client in any other capacity, nor shall the exercise by the Client of its duties and powers in any other capacity lead to any liability under this Contract (howsoever arising) on the part of the Client to the Contractor.

**2.0 Basis of Contract**

2.1 Issue of the Award Letter sent by secure message through the e-procurement portal, or by electronic mail by the Client will constitute an acceptance of the offer contained in the Contractor's tender subject to these conditions of contract.

2.2 Any variation to the provisions of this Contract (including any special conditions of contract agreed between the Parties) will be inapplicable unless in writing and signed by a duly authorised representative of each Party.

2.3 All written and oral communications, all documents and the labelling and marking of all packages shall be in English.

**3.0 Initial Contract Period**

3.1 The Contract shall take effect on the Commencement Date and shall expire automatically at the end of the Initial Contract Period, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated or extended under clause 4.1 (Extension of Initial Contract Period).

**[4.0 Extension of Initial Contract Period](#GotoF8)**

4.1 The Client shall have the option(s) to extend this Contract by the period as detailed in supplementary clause 3.2 from the end of the Initial Contract Period. If the Client intends to exercise such option(s) it must give notice to the Contractor no later than one Month prior to the date on which this Contract would otherwise expire. The provisions of the Contract will apply, subject to any Variation or adjustment to the Contract Price pursuant to clause 8.5 - 8.8 (Contract Price adjustment on extension of the Initial Contract Period) throughout any such extended period.

**5.0 Quality and Guarantee of the Goods to be supplied**

5.1 The Contractor will supply the Goods to the Client in accordance with the Specification. The Contractor warrants, represents, undertakes and guarantees that the Goods supplied under this Contract will:

5.1.1 where applicable be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;

5.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;

5.1.3 conform with the specifications, drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Contractor) supplied by, or on behalf of, the Contractor;

5.1.4 be free from design defects;

5.1.5 be fit for any purpose held out by the Contractor or made known to the Contractor by the Client expressly or by implication, and in this respect the Client relies on the Contractor’s skill and judgement. The Contractor acknowledges and agrees that the Approval by the Client of any designs provided by the Contractor will not relieve the Contractor of any of its obligations under this sub-clause.

5.2 The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:

i. have such Goods promptly, and in any event within five Working Days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or

ii. treat the Contract as discharged by the Contractor’s breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other goods in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.

5.3 The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client’s acceptance of them.

5.4 The Contractor hereby guarantees the Goods for the period from the date of delivery to the date 12 months thereafter or as otherwise specified in the Instructions to Tender or Tender, against faulty materials or workmanship. If the Client shall within such guarantee period or within 25 Working Days thereafter give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge.

5.5 Any Goods rejected or returned by the Client as described in clause 5.6 shall be returned to the Contractor at the Contractor’s risk and expense.

5.6 The Goods

5.6.1 If requested by the Client, the Contractor shall provide the Client with samples of Goods for evaluation and Approval, at the Contractor’s cost and expense.

5.6.2 The Client reserves the right to substitute to new or improved products should these be developed by the Contactor during the period of Contract and where alternative sources of supply become available these will be considered by the Client in relation to value for money and the Client reserves the right to consider same.

5.6.3 The Client’s right of rejection shall continue irrespective of whether the Client has in law accepted the Goods. In particular, taking delivery, inspection, use or payment by the Client of the Goods or part of them shall not constitute acceptance, waiver or Approval and shall be without prejudice to any right of remedy that the Client may have against the Contractor, provided that the right of rejection shall cease within a reasonable time from the date on which the Client discovers or might reasonably be expected to discover the latent defect or other relevant breach of Contract.

5.6.4 If any Goods provided to the Client were procured or obtained by the Contractor from third parties, then any guarantees, warranties, benefits or indemnities which the Contract holds from such third parties in respect of those Goods will be held on trust for the Client.

5.6.5 In the event of the goods being recalled, initiated by the manufacturer of the goods, the Secretary of State for Health or Medicines and Healthcare products Regulatory Organisation (or any such similar regulatory body), the Contractor shall, without delay and at its own expense, arrange for the collection of such goods and credit the Client for any goods delivered but unused by the Client including part used packs.

**6.0 Delivery**

6.1 The Contractor will deliver the Goods to the Premises on the Delivery Date at the time specified in the Invitation to Tender, Purchase Order or Award Letter.

6.2 Each delivery of the Goods will be accompanied by a delivery note which shows the Purchase Order number and the type and quantity of the Goods.

6.3In particular the Goods shall be marked with the Contract number (or other reference number if appropriate) and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

6.4 Where any access to the Premises is necessary in connection with delivery or installation the Contractor and his sub-contractors will at all times comply with the reasonable requirements of the Client's security arrangements.

6.5 Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods within the time promised or specified in the Specification, the Client may release itself from any obligation to accept and pay for the Goods and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Client.

6.6 Unless otherwise stated in the Specification, where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client’s vehicle.

6.7 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Contractor’s suppliers or carriers at such place as the Client or duly authorised person shall reasonably direct.

6.8 Property and risk in the Goods shall, without prejudice to any other rights or remedies of the Client, including the Client’s rights and remedies under clause 6.9, pass to the Client at the time of acceptance of delivery as per clauses 6.5 and 6.6.

6.9 The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Client elects not to accept such over-delivered Goods it shall give notice in writing to the Contractor to remove them within 5 Working Days and to refund to the Client any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Client may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the Client.

6.10 The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.

6.11 Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of this Contract without further liability to the Client.

6.12 Without prejudice and in addition to the terms of clause 6.5 the Client shall be at liberty to charge an administration fee, not in excess of 10% of the gross cost of any other goods purchased, as a result of a breach of clause 6.5. Such administration fees shall be in addition to any charge levied under clause 6.5.

6.13 In the case of non-delivery the Client shall, provided that the Client has been advised in writing of the dispatch of the Goods, within 10 days of the notified date of delivery give notice to the Contractor that the Goods have not been delivered.

**7.0 Business Continuity and Disaster Recovery Plan**

7.1 The Contractor must produce a business continuity and disaster recovery plan where detailed within the specification.

7.2 Where required by the Client, the Contractor shall develop, regularly review and update, test and comply with appropriate disaster recovery and business continuity plans to ensure the timely delivery of any Goods. The Contractor shall ensure that it is able to implement such plans at any time in accordance with their terms.

**8.0 Contract Price**

8.1 In consideration of the Contractor’s performance of its obligations under this Contract, the Client will pay the Contract Price in accordance with this clause, and clause 8.2.

8.2 The Contract Price of the Goods will be as stated in the Purchase Order, Award Letter, or Tender (as applicable), and no increase will be accepted by the Client unless agreed by him in writing before the issue of the Purchase Order.

8.3 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which will be charged in addition at the rate in force at the date as shown on the invoice.

8.4 The Contract Price will include the costs of packaging, insurance, delivery, unloading, stacking and carriage of the Goods. No extra charges will be effective unless agreed in writing and signed by the Client.

8.5 The Contract Price shall apply for the Initial Contract Period. In the event that the Client agrees to extend the Initial Contract Period, in the six month period prior to the expiry of the Initial Contract Period, enter into good faith negotiations with the Contractor (for a period of not more than 30 Working Days) to agree a variation in the Contract Price.

8.6 If the Parties are unable to agree a variation in the Contract Price the Contract shall terminate at the end of the Initial Contract Period.

8.7 If a variation in the Contract Price is agreed between the Client and the Contractor, the revised Contract Price will take effect from the first day of any period of extension and shall apply during such period of extension.

8.8 Any increase/decrease in the Contract Price shall not exceed the percentage change in the index detailed within the specification between the Commencement Date and the date six months before the end of the Initial Contract Period.

**9.0 Payment**

9.1 The Client will pay the Contractor the Contract Price for the Goods following delivery of the Goods, no later than 30 days after the receipt of a valid invoice which includes a valid Purchase Order number. Where the Contractor enters into a sub-contract for the purpose of performing its obligations under the Contract, it will ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

9.2 The Contractor shall ensure that equally favourable payment terms to those which the Client provides for the Contractor, are passed on by the Contractor to sub-contractors.

9.3 The Contractor will ensure that each invoice contains all appropriate references and a detailed breakdown of the work completed and Goods supplied and that it is supported by any other documentation reasonably required by the Client to substantiate the invoice. The Characteristics of a Valid Invoice are detailed on Schedule 2 Pricing Schedule.

9.4 The Contractor shall indemnify the Client on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Client at any time in respect of the Contractor’s failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause 9.4 shall be paid by the Contractor to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.

9.5 The Contractor shall make any payments due to the Client (whether overpayments made by the Contractor or otherwise) without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Contractor.

**10.0 Mistakes in Information**

10.1 The Contractor shall be responsible for the accuracy of all drawings, documentation and Information supplied to the Client by the Contractor in connection with the supply of the Goods and shall pay the Client any extra costs occasioned by any discrepancies, errors or omissions therein.

**11.0 Conflicts of Interest**

11.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Client under the provisions of the Contract. The Contractor will disclose to the Client full particulars of any such conflict of interest which may arise.

11.2 The Client reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Client under the provisions of the Contract. The actions of the Client pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Client.

**12.0 Recovery of Sums Due**

12.1 Wherever under this Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Contract), that sum may be deducted unilaterally by the Client from any sum then due, or which at any later time may become due, to the Contractor under this Contract. The Contractor will not be entitled to assert any credit, set-off or counterclaim against the Client in order to justify withholding payment of any such amount in whole or in part.

12.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

12.3 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

**13.0 Packaging**

13.1 The Goods will be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers tasked by the Contractor with delivering the Goods.

13.2 All packaging materials will be consistent with the Client’s environmental policy and considered non-returnable.

**14.0 Environmental Requirements**

14.1 The Contractor will provide the Goods in accordance with the Client’s environmental policy and in accordance with the Sustainable Development Strategy for Northern Ireland.

**15.0 Cancellation of Orders**

15.1 The Client will have the right to cancel the order for the Goods, or any part of the Goods, which have not yet been delivered to the Client. The cancellation will be notified in writing. Without prejudice to the generality of the foregoing, the Client will pay the Contract Price (or where applicable, that part of the Contract Price) for Goods which have been delivered to the Client or at the date of the notice of cancellation are in transit and the costs of materials which the Contractor has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the Contractor of those materials for a refund.

**16.0 Property**

16.1 Property and risk of the Goods will, without prejudice to any of the rights or remedies of the Client, pass to the Client on completion of delivery. Delivery of the Goods will be completed once the Goods have been unloaded from the transporting vehicle at the Premises and the Client has signed for the delivery.

16.2 Where the Client issues Property free of charge to the Contractor such Property shall be and remain the property of the Client and the Contractor irrevocably licences the Client and its agents to enter any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Client. The Contractor shall take all reasonable steps to ensure that the title of the Client to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at the Client’s request, store the Property separately and ensure that it is clearly identifiable as belonging to the Client.

16.3 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Client otherwise within 5 Working Days of receipt.

16.4 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with this Contract and for no other purpose without prior Approval.

16.5 The Contractor shall ensure the security of the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Goods, in accordance with the Client’s reasonable security requirements as required from time to time.

16.6 The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Client’s Default. The Contractor shall inform the Client within 2 Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

16.7 The Contractor shall use the Client’s Property solely in connection with the performance of the Contract.

16.8 The Contractor shall notify the Contract Manager of any surplus Property belonging to the Client remaining at the end of the Contract Period and shall dispose of it as the Client may direct. Without prejudice to any other rights of the Client, the Contractor shall deliver to the Client any of the Client’s Property (whether processed or not) on demand by the Client.

**17.0 Guarantee of Title**

17.1 The Contractor warrants that:

i. it has full clear and unencumbered title to all the Goods;

ii. it has full capacity and authority to enter into this Contract; and

iii. at the date of delivery of any of the Goods it will have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to the Client. From that date the Client will acquire a valid and unencumbered title to the Goods.

**18.0 Insurance**

18.1 The Contractor will effect and maintain with a reputable insurance company, a policy of insurance providing an adequate level and duration of cover in respect of all risks which may be incurred by the Contractor in respect of its performance of the Contract including death, personal injury, loss or damage to property or any other loss.

18.2 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability.

18.3 The cover referred to above shall be held for the duration of the contract period and any additional period detailed in the Specification.

18.4 The Contractor will give to the Client, on request, copies of all insurance policies referred to in this clause or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

**19.0 Indemnity**

19.1 Neither Party excludes or limits liability to the other Party for:

i. death or personal injury caused by its negligence; or

ii. fraud; or

iii. fraudulent misrepresentation; or

iv. any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

19.2 Subject to clause 19.3, the Contractor shall indemnify the Client and keep the Client indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Goods or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

19.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Client or by breach by the Client of its obligations under the Contract.

**20.0 Intellectual Property Rights**

20.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material:

i. furnished to or made available to the Contractor by or on behalf of the Client shall remain vested in the Client and its licensors;

ii. generated by the Contractor for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall vest and remain vested in the Client and the Contractor hereby assigns the Intellectual Property Rights referred to in this clause 20.1(ii) to the Client.

20.2 The Contractor hereby assigns to the Client, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause 20.1(ii). This assignment shall take effect on the date of this Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

20.3 The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contractor in the performance of the Contract.

20.4 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform this Contract grants to the Client a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Client an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Client to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Client.

20.5 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Goods and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Client and the Authority harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Client or the Authority may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:

i. items or materials based upon designs supplied by the Client; or

ii. the use of data supplied by the Client which is not required to be verified by the Contractor under any provision of the Contract.

20.6 The Client shall notify the Contractor in writing of any claim or demand brought against the Client for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.

20.7 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

i. shall consult the Client on all substantive issues which arise during the conduct of such litigation and negotiations;

ii. shall take due and proper account of the interests of the Client; and

iii. shall not settle or compromise any claim without the Client’s prior written consent (not to be unreasonably withheld or delayed).

20.8 The Client shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Client or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor’s obligations under this Contract and the Contractor shall indemnify the Client for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not, however, be required to indemnify the Client in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause 20.5(i) and (ii).

20.9 The Client shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Rights by the Client or the Contractor in connection with the performance of its obligations under the Contract.

20.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Rights is made in connection with this Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Client and, at its own expense and subject to the consent of the Client (not to be unreasonably withheld or delayed), use its best endeavours to:

i. modify any or all of the Goods without reducing the performance or functionality of the same, or substitute alternative Goods of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Goods or to the substitute Goods; or

ii. procure a licence to use and supply the Goods, which are the subject of the alleged infringement, on terms which are acceptable to the Client,

and in the event that the Contractor is unable to comply with clauses 20.10(i) or (ii) within 20 Working Days of receipt of the Contractor’s notification the Client may terminate this Contract with immediate effect by notice in writing.

20.11 The Contractor grants to the Client a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Client reasonably requires in order to use the Goods and exercise its rights and take the benefit of this Contract.

**21.0 Intellectual Property Indemnity**

21.1 The Contractor will indemnify, and keep indemnified, the Client in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Client as a result of or in connection with any claim made against the Client for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omission of the Contractor or Staff.

**22.0 Assignment and sub-contracting**

22.1 The Contractor will not without the written consent of the Client assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of this Contract or any part thereof. The Client may, in the granting of such consent, provide for additional conditions of contract relating to such assignment, sub-contract, novation or disposal. The Contractor will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

22.2 Where the Contractor enters into a sub-contract for the purpose of performing its obligations under this Contract, it will comply with the sub-contractor payment provision in clauses 9.1 and 9.2.

22.3 Where the Client has consented to the placing of sub-Contracts, copies of each sub-Contract shall, at the request of the Client, be sent by the Contractor to the Client as soon as reasonably practicable.

22.4 The Client may assign, novate, or otherwise dispose of its rights and obligations under this Contract without the consent of the Contractor provided that such assignment, novation or disposal will not increase the burden of the Contractor’s obligations under this Contract.

22.5 Any change in the legal status of the Client such that it ceases to be a Contracting Authority shall not, affect the validity of the Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to the Client.

22.6 If the rights and obligations under this Contract are assigned, novated or otherwise disposed of to a body which is not a Contracting Authority or if there is a change in the legal status of the Client such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “Transferee”):

i. the rights of termination of the Client in clause 23.0 shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

ii. the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the prior consent in writing of the Contractor.

22.7 The Client may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor’s obligations under the Contract. In such circumstances the Client shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor’s obligations under this Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

22.8 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

22.9 On receipt of the Contract award, the Contractor is required, as a condition of Contract, to inform their distributors of all relevant details eg: products, quantities, prices, etc. It is not the responsibility of the Client to advise third parties of Contract details. The performance of the nominated distributor is the responsibility of the Contractor who will ensure that adequate stock is held by their agents and that pricing and other information is updated immediately it becomes effective.

22.10 Further to clause 6.0, Delivery, Contractors must give at least 4 weeks’ notice of changes in distribution arrangements to the Client for consideration prior to acceptance by the Client.

**23.0 Termination of Contract**

23.1 Without prejudice to any other right or remedy it might have, the Client may terminate this Contract by written notice to the Contractor with immediate effect if:

23.1.1 the Contractor is in material breach of any obligation which is not capable of remedy; or

23.1.2 the Contractor is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied; or

23.1.3 the Contractor becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor’s assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 23.1.3) in consequence of debt in any jurisdiction.

23.2 Where the Client terminates the Contract and then makes other arrangements for the supply of Goods, the Client may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Client throughout the remainder of the Contract Period. The Client shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated, no further payments shall be payable by the Client to the Contractor (for Goods supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Client), until the Client has established the final cost of making the other arrangements envisaged under this clause.

23.3 Where the Client terminates this Contract under clause 60.0 (Break), the Client shall indemnify the Contractor against any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Client shall only indemnify the Contractor for those unavoidable direct costs that are not covered by the insurance available. The Contractor shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Client, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under clause 60.0 (Break).

23.4 The Client shall not be liable under clause 23.3 to pay any sum which:

i. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;

ii. when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if this Contract had not been terminated prior to the expiry of the Contract Period; or

iii. is a claim by the Contractor for loss of profit, due to early termination of the Contract.

23.5 Save as otherwise expressly provided in the Contract:

i. termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

ii. termination of this Contract shall not affect the continuing rights, remedies or obligations of the Client or the Contractor under clauses 5.0 (Quality and Guarantee of the Goods to be Supplied), 9.0 (Payment), 12.0 (Recovery of Sums Due), 20.0 (Intellectual Property Rights), 26.0 (Bribery Act 2010), 31.0 (Data Protection Act), 32.0 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 33.0 (Freedom of Information), 37.0 (Audit), 43.0 (Remedies Cumulative), 48.0 (Governing Law and Jurisdiction), 52.0 (Termination on Insolvency and Change of Control) and 54.0 (Recovery upon Termination).

**24.0 Variation**

24.1 The Client may request a variation to the specification and/or conditions of contract. Such a change is hereinafter called a “Variation”.

24.2 The Client may request a Variation by notifying the Contractor in writing of the “Variation” by means of a Variation to Contract Form (Annex A) and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Client shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation it shall confirm the same in writing.

24.3 In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Client may:

i. allow the Contractor to fulfil its obligations under this Contract without the variation to the Specification;

ii. terminate this Contract with immediate effect, except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause 46.0.

**25.0 Change of Law**

25.1 The Contractor shall neither be relieved of its obligations to provide the Supplies in accordance with the provisions of the Contract nor be entitled to an increase in the Contract Price as the result of:

1. a General Change of Law; or
2. a Specific Change in Law where the effect of that Specific Change in Law on the Supplies is known at the Commencement Date.

25.2 If a specific Change in Law occurs during the Contract Period (other than those referred to in clause 25.1), the Contractor shall notify the Client of the likely effects of that change, including:

1. whether any modification is required to the Goods, the Contract Price or the Contract; and
2. whether any relief from compliance with the Contractor’s obligations is required, including any obligation to achieve any milestones or to meet any service level requirements at any time.

25.3 Any increase or decrease in the Contract Price or relief from the Contractor’s obligations agreed by the Parties pursuant to this clause shall be implemented by way of a fair and reasonable adjustment to be agreed between the Parties.

25.4 As soon as practicable after any notification in accordance with clause 25.2 the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:

1. providing evidence that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its sub-contractors;
2. demonstrating that a foreseeable Specific Change in Law had been taken into account by the Contractor before it occurred;
3. giving evidence as to how the Specific Change in Law has affected the cost of providing the Goods; and
4. demonstrating that any expenditure that has been avoided has been taken into account in amending the Contract Price.

**26.0 Bribery Act 2010**

26.1 Both Parties shall:

* have and shall maintain in place throughout the Contract Period their own policies and procedures to ensure compliance with all applicable Law relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and will ensure that all such polices and procedures are enforced;
* comply with all applicable Law relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and with their own anti-bribery and anti-corruption policies (including any relevant industry code on anti-bribery and anti-corruption), in each case as may be updated from time to time; and
* not engage in any activity, practice or conduct which constitutes an offence under the Bribery Act 2010 (or which would constitute such an offence if the offending activity, practice or conduct had been carried out in the UK).

26.2 The Parties agree that any breach of clause 26.1 shall constitute a material breach which is incapable of remedy under clause 23.1.1 of this Agreement.

**27.0 Prevention of Fraud**

27.1 The Contractor will take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by Staff and the Contractor (including its shareholders, members and directors) in connection with the receipt of monies from the Client.

27.2 The Contractor will notify the Client immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

27.3 If the Contractor or its Staff commits fraud in relation to this or any other contract with the Authority (including the Client) the Client may:

27.3.1 terminate this Contract and recover from the Contractor the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Client throughout the remainder of the Contract; or

27.3.2 recover in full from the Contractor any other loss sustained by the Client in consequence of any breach of this clause.

**28.0 The Contracts (Rights of Third Parties) Act 1999**

28.1 A person who is not a Party to the Contract will have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written consent of both Parties.

**29.0 Health and Safety**

29.1 The Contractor will promptly notify the Client of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Client will promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and which may affect the Contractor in the performance of its obligations under the Contract.

29.2 While on the Premises the Contractor will comply with all health and safety measures.

29.3 The Contractor will notify the Client immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

29.4 The Contractor shall comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.

29.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Client on request.

29.6 The Contractor shall notify the Client immediately where it becomes aware of any breach of the health and safety legislation, codes of practice or guidance referenced at clause 29.4 by the Contractor or any of its staff. The Contractor shall provide promptly any information and data to the Client as may be requested from time to time by the Client relating to health and safety in respect of the provision of the Goods.

**30.0 Discrimination**

30.1 The Contractor shall comply with all applicable fair employment, equality of treatment and anti-discrimination legislationand shall use its best endeavours to ensure that in its employment policies and practices and in the delivery of the services required of the Contractor under this Contract it has due regard to the need to promote equality of treatment and opportunity between:

i. persons of different religious beliefs or political opinions;

ii. men and women or married and unmarried persons;

iii. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)

iv. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997);

v. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995);

vi. persons of different ages; and

vii. persons of differing sexual orientation.

30.2 The Contractor will take all reasonable steps to secure the observance of clause 30.1 by all Staff.

**31.0 Data Protection Act (DPA)**

31.1 The Contractor and its Staff will comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.

31.2 Notwithstanding the general obligation in clause 31.1, where the Contractor is processing personal data (as defined by the DPA) as a Data Processor for the Client (as defined by the DPA) the Contractor shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA and:

i. provide the Client with such information as the Client may reasonably request to satisfy itself that the Contractor is complying with its obligations under the DPA;

ii. promptly notify the Client of any breach of the security measures to be put in place pursuant to this clause; and

iii. ensure that it does not knowingly or negligently do or omit to do anything which places the Client in breach of the Client’s obligations under the DPA.

31.3 If the Contractor fails to comply with any provision of this Condition the Authority may terminate this Contract by notice in writing to the Contractor provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued thereafter to the Authority.

31.4 If the Contractor or any employee, servant agent or sub Contractor of the Contractor, having obtained without the consent of the Authority personal data within the meaning of the Data Protection Act, directly or indirectly discloses or publishes the data to any other person or allows improper access to the data, or in any event directly or indirectly causes the loss, damage, or destruction of such data, he shall indemnify the Authority against all claims, proceedings, costs and expenses in respect of any damage or distress suffered whereby by any person.

31.5 The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

**32.0 Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989**

32.1 The Contractor will comply with, and will ensure that its Staff comply with, the provisions of:

i. the Official Secrets Acts 1911 to 1989; and

ii. Section 182 of the Finance Act 1989.

32.2 In the event that the Contractor or its Staff fail to comply with this clause, the Client reserves the right to terminate the Contract by giving notice in writing to the Contractor.

**33.0 Freedom of Information (FOIA)**

33.1 The Contractor acknowledges that the Client is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and will provide any necessary assistance to the Client to enable it to comply with all Information disclosure obligations.

33.2 The Contractor shall ensure that any sub-contractors shall transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information:

i. provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within five Working Days (or such other period as the Client may specify) of the Client's request; and

ii. provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

33.3 The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations

33.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Client.

33.5 The Contractor acknowledges that (notwithstanding the provisions of clause 33.0) the Client may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services in certain circumstances:

1. without consulting the Contractor; or
2. following consultation with the Contractor and having taken their views into account;

provided always that where clause 33.5(i) applies the Client shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.

33.6 The Contractor will ensure that all Information relevant to this Contract is retained for disclosure and if requested, permit the Client to inspect such records as requested from time to time.

33.7 The Contractor acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that the Client may be obliged to disclose it in accordance with this clause 33.0.

**34.0 Publicity, Media and Official Enquiries**

34.1 Without prejudice to the Client’s obligations under the FOIA or the Environmental Information Regulations 2004, neither Party will make any press announcement or publicise this Contract or any part thereof in any way, except with the prior written consent of the other Party.

34.2 Both Parties will take reasonable steps to ensure that their servants, employees, agents, sub-contractors, professional advisors and consultants comply with clause 34.1.

**35.0 Security**

35.1 The Client will be responsible for maintaining the security of their Premises in accordance with its standard security requirements. While on the Client’s Premises the Contractor will comply with all security requirements, and will ensure that all Staff comply with such requirements.

**36.0 Contractor’s Staff**

36.1 The Client may refuse to admit onto, or withdraw permission to remain on the Premises, to any member of the Staff or any person employed or engaged by any member of the Staff.

36.2 The Contractor will comply with any decision of the Client under clause

36.1.

36.3 If requested, the Contractor will provide a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Premises in connection with this Contract.

36.4 The Contractor’s Staff will comply with any rules, regulations and requirements specified by the Client.

36.5 If the Contractor fails to comply with clause 36.3 within one Month of the date of the request, and in the reasonable opinion of the Client such failure may be prejudicial to the interests of the Authority, then the Client may terminate the Contract, provided always that such termination will not prejudice or affect any right of action or remedy which will have accrued or will thereafter accrue to the Client.

36.6 The decision of the Client in relation to clause 36.1 and 36.2 will be final and conclusive.

36.7 The Contractor and its Staff shall observe and comply with such rules, regulations and the Client’s policies applicable to the conduct of personnel, including those relating to security arrangements, health and safety (including in relation to compliance with any risk assessments), anti-bribery and corruption, and use of information technology, as may be in force from time to time as determined by the Client. The Contractor acknowledges that it is the Contractor's responsibility to make its Staff aware of such policies and of the requirement to comply with them. The Contractor shall indemnify the Client in respect of any loss or damage suffered or incurred by the Client as a result of the failure of the Contractor or its Staff to comply with this Condition (including the cost of making good any damage caused by the Contractor or its Staff to the Client's premises, other than fair wear and tear). For the avoidance of doubt, this includes damage to the fabric of buildings, plant, fixed equipment or fittings, and loss or damage to the Client's data, records or systems.

36.8 The Contractor shall manage its Staff effectively and responsibly at all times in accordance with relevant Law, which shall include to avoid doubt, the Code of Practice on Workforce Matters in Public Sector Service Contracts – Northern Ireland.

**37.0 Audit**

37.1 The Contractor will keep and maintain until six years (or for a period as detailed within the Specification) after the end of the Contract, full and accurate records of the Contract including the Goods supplied under it, all expenditure reimbursed by the Client, and all payments made by the Client. The Contractor will on request afford the Client or the Client’s representatives such access to those records as may be reasonably requested by the Client in connection with the Contract.

37.2 The Clientreserves the right tocarry out Audits and shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the supply of the Goods.

37.3 Subject to the Client's obligations of confidentiality, the Contractor shall on demand provide the Client (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

i. all information requested by the Client within the permitted scope of the audit;

ii. reasonable access to any sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the provision of the Supplies;

iii. access to Staff.

37.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance in the supply of the Goods against the applicable service levels at a level of detail sufficient to verify compliance with the service levels.

37.5 The Client shall endeavour to give 5 working days notice of its intention to conduct an audit.

37.6 The Contractor will provide the Client with copies of all reports following any audits carried out by third parties relative to the matters specified in clause 37.3, within 20 Working Days of any such report being delivered to the Contractor.

37.7 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a Contractor Default by the Contractor in which case the Contractor shall reimburse the Client for all the Client's reasonable costs incurred in the course of the audit.

37.8 If an audit identifies that:

i. a Contractor Default has occurred, the Client shall serve a notice under clause 47.0 on the Contractor (a “Notice”). If the Contractor’s Default relates to a failure to provide any information to the Client about the Charges, proposed Charges or the Contractor’s costs, then the Notice shall include a requirement for the provision of all such information;

ii. the Client has overpaid any Charges, the Contractor shall pay to the Client the amount overpaid within 20 Working Days of receipt of a Notice. The Client may deduct the relevant amount from the Charges if the Contractor fails to make this payment; and

iii. the Client has underpaid any Charges, the Client shall pay to the Contractor the amount of the under-payment less the cost of audit incurred by the Client if this was due to a Default by the Contractor in relation to invoicing within 20 Working Days of receipt of a Notice.

37.9The provisions of this clause 37.0 shall survive the expiry or termination of this Agreement for a period of 24 months, except to the extent of the provision to audit financial records which shall survive the expiry of this Agreement in line with the Client’s retention policy. The Contractor shall on request afford the Client or the Client’s representatives such access to those records as may be required by the Client in connection with the Contract.

37.10 Where the Contractor has sub-contracted part of the Contract, the Contractor shall procure that its sub-contractors, and any sub-contractors of sub contractors, provide to the Client access, monitoring, data and information equivalent to that required of the Contractor under this clause 37.

**38.0 Confidentiality**

38.1 Subject to clause 32 and 33 each Party will keep confidential and not disclose, and will procure that his employees and the employees of any sub-contractor keep confidential and do not disclose, any information of a confidential nature obtained by him (concerning the other Party) by reason of this Contract except Information which:

i. is in the public domain otherwise than by reason of a breach of this provision;

ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

iii. was in a Party’s possession without restriction as to its disclosure prior to receiving such Information from the other Party;

iv. is required to be disclosed by law (including under the FOIA and Environmental Information Regulations), or for the purposes of audit or regulatory requirements;

v. is necessary for a Party to disclose for the purposes of the performing its obligations under this Contract (but only to the extent it is necessary to do so);

vi. the other Party has given its specific express prior written consent can be disclosed;

vii. in the case of the Client, disclosed to any other government department provided that such government department will comply with confidentiality provisions in respect of such disclosed Information which are no less onerous than this clause.

38.2 The provisions of this clause will apply during the continuance of this Contract and after its expiry or termination howsoever arising.

38.3 The Client is authorised by the Contractor to disclose confidential and secret information to persons(s) as may be notified to the Contractor from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain the market price for the Goods supplied hereunder, such exercise being commonly referred to as “benchmarking”. The Client shall use all reasonable endeavours to ensure that such person(s) keeps the information confidential and does not make use of the information except for the purpose for which the disclosure is made.

**39.0 Force Majeure**

39.1 Neither Party will have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from Force Majeure. The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than one Month, either Party may terminate this Contract by written notice to the other Party.

39.2 Any failure or delay by the Contractor in performing its obligations under this Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

39.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 39.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

**40.0 Entire Contract**

40.1 This Contract contains the whole contract between the Parties and supersedes and replaces any prior written or oral contracts, representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this clause will exclude liability for fraud or fraudulent misrepresentation.

**41.0 Waiver**

41.1 Any waiver or relaxation either partly, or wholly of any of the conditions of the Contract will be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract will not constitute a waiver of any right or remedy arising from any other breach of the Contract.

41.2 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

41.3 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 47.0 (Notices).

**42.0 Agency, partnership etc**

42.1 This Contract will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Contract. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.

**43.0 Remedies Cumulative**

43.1 Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Contract (whether under this Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy will not be deemed an election of such remedy to the exclusion of other remedies.

**44.0 Monitoring of Contract Performance**

44.1 The Contractor will comply with the monitoring arrangements set out in the Specification, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

**45.0 Severance**

45.1 If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract, and will not in any way affect any other circumstances of or the validity or enforcement of this Contract.

**46.0 Dispute Resolution**

46.1 The Parties will attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract. If the dispute cannot be resolved by the Parties within a reasonable period, the dispute may, by agreement between the Parties, be referred to a neutral adviser or mediator (“the Mediator”). If they are unable to agree a Mediator or if the chosen Mediator is unable or unwilling to act, either Party will be able to apply to an appropriate mediation provider to appoint a Mediator. Within 10 Working Days of appointing the Mediator, the Parties will meet with the Mediator to agree a procedure for negotiations.

46.2 All negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings. The Parties agree to be bound by any written agreement once signed by both Parties. If the Parties fail to appoint a Mediator, or fail to reach agreement within one Month of the Mediator being appointed, either Party may exercise any remedy that it has under this Contract.

46.3 The performance of the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Contractor (or employee, agent, supplier or sub-contractor) shall comply fully with the requirements of the Contract at all times.

46.4 In the event that any arbitration proceedings are commenced pursuant to clause 46.1, the following provisions shall apply:

1. the arbitration shall be governed by the provisions of the Arbitration Act 1996;
2. the Client shall give a written notice of arbitration to the Contract (“the Arbitration Notice”) stating:
3. that the dispute is referred to arbitration; and
4. providing details of the issues to be resolved;
5. the London Court of International Arbitration procedural rules in force at the date that the dispute was referred to arbitration in accordance with clause 46.4(ii) shall be applied and are deemed to be incorporated by reference to this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
6. the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
7. if the Parties fail to agree the appointment of the arbitrator within 10 (ten) days of the Arbitration Notice being issued by the Client under clause 46.4(ii) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the Law Society of Northern Ireland;
8. the arbitration proceedings shall take place in Belfast and in the English language; and
9. the arbitration proceedings shall be governed by, and interpretations made in accordance with, Northern Ireland law.

**47.0 Notices**

47.1 Any notice or other communication which is to be given by either Party to the other shall be sent by secure message through the e-procurement portal, or by electronic mail. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 4 hours after the letter was issued in the case of secure message through the e-procurement portal or electronic mail, or sooner where the other Party acknowledges receipt of such letters.

**48.0 Governing Law and Jurisdiction**

48.1 The validity, construction and performance of this Contract, and all contractual and non contractual matters arising out of it, will be governed by Northern Ireland law and will be subject to the exclusive jurisdiction of the Northern Ireland courts.

49.0 Non-Delivery

49.1 On dispatch of any consignment of the Goods the Contractor shall send the Client an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods, having been placed in transit, provided that the Client has been advised in writing of the dispatch of the Goods, within 10 Working Days of the notified date of delivery, give notice to the Contractor that the Goods have not been delivered and may request the Contractor free of charge to deliver substitute Goods within the timescales specified by the Client or terminate this Contract in accordance with clause 6.5 (Delivery).

49.2 Failure by the Contractor to deliver the Goods or any part of them within the time agreed shall entitle the Client to terminate this Contract and purchase other Goods of the same or similar description to make good such default and recover from the Contractor the amount by which the cost of purchasing other Goods exceeds the amount that would have been payable to the Contractor in respect of the Goods replaced by such purchase provided that the Client uses all reasonable endeavours to mitigate its losses in this respect.

50.0 Prevention of Corruption

50.1 The Contractor shall not offer or give, or agree to give, to the Client or any other public body or any person employed by or on behalf of the Client or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other Contract with the Client or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such Contract.

50.2 The Contractor warrants that it has not paid commission or agreed to pay commission to the Client or any other public body or any person employed by or on behalf of the Client or any other public body in connection with the Contract.

50.3 If the Contractor, its Staff or anyone acting on the Contractor’s behalf, engages in conduct prohibited by clauses 50.1 or 50.2, the Client may:

i. terminate this Contract and recover from the Contractor the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Client throughout the remainder of the Contract Period; or

1. recover in full from the Contractor any other loss sustained by the Client in consequence of any breach of those clauses.

## 51.0 Tax Non-Compliance

51.1 The Contractor represents and warrants that as at the Award Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

51.2 If, at any point during the Contract Period, an Occasions of Tax Non-Compliance occurs, the Contractor shall:

1. notify the Contracting Authority in writing of such fact within 5 Working Days of its occurrence; and
2. promptly provide to the Contracting Authority:

* details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
* such other information in relation to the Occasions of Tax Non-Compliance as the Authority may reasonably require.

## 52.0 Termination on Insolvency and Change of Control

52.1 The Contractor shall notify the Client immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 (“change of control”). The Client may terminate this Contract by notice in writing with immediate effect within six months of:

i. being notified that a change of control has occurred; or

ii. where no notification has been made, the date that the Client becomes aware of the change of control,

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

1. **Termination on Occasion of Tax Non-Compliance**

53.1 In the event that;

i. the warranty given by the Contractor pursuant to clause 51.1 is materially untrue; or

ii. the Contractor commits a material breach of its obligations to notify the Contracting Authority of any Occasions of Tax Non-Compliance as requested by clause 51.2; or

iii. the Contractor fails to provide details of proposed mitigating factors which in the reasonable opinion of the Contracting Authority, are acceptable;

the Client shall be entitled to terminate this Contract by giving notice of termination to the Contractor.

54.0 Recovery upon Termination

54.1 On the termination of this Contract for any reason, the Contractor shall:

i. immediately return to the Client all Confidential Information, Personal Data and IP materials in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Goods;

ii. immediately deliver to the Client all Property (including materials, documents, information and access keys) provided to the Contractor under clause 16.2. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

iii. assist and co-operate with the Client to ensure an orderly transition of the provision of the Goods to the Replacement Contractor and/or the completion of any work in progress.

iv. promptly provide all information concerning the provision of the Goods which may reasonably be requested by the Client for the purposes of adequately understanding the manner in which the Goods have been provided or for the purpose of allowing the Client or the Replacement Contractor to conduct due diligence.

54.2 If the Contractor fails to comply with clause 54.1(i) and (ii), the Client may recover possession thereof and the Contractor grants a licence to the Client or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.

54.3 Where the end of the Contract Period arises due to the Contractor’s Default, the Contractor shall provide all assistance under clause 54.1(iii) and (iv) free of charge. Otherwise, the Client shall pay the Contractor’s reasonable costs of providing the assistance and the Contractor shall take all reasonable steps to mitigate such costs.

55.0 Disruption

55.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Client, its employees or any other Contractor employed by the Client.

55.2 The Contractor shall immediately inform the Client of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

55.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.

55.4 If the Contractor’s proposals referred to in clause 55.3 are considered insufficient or unacceptable by the Client acting reasonably, then this Contract may be terminated with immediate effect by the Client by notice in writing.

56.0 Warranties and Representations

56.1 The Contractor warrants and represents that:

i. it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Contract and that this Contract is executed by a duly authorised representative of the Contractor;

ii. in entering this Contract it has not committed any Fraud;

iii. as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Client prior to execution of the Contract;

iv. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

v. it is not subject to any Contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;

1. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor’s assets or revenue;

vii. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

1. in the 3 years prior to the date of the Contract:

a. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

b. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

1. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

# 57.0 Non-Solicitation

57.1 For the duration of the Contract Period and for a period of 12 months thereafter, neither Party shall employ or offer employment to any staff of the other Party who have been associated with the delivery or receipt of the Goods without the prior written Approval of the Client’s Contract Manager. A Party shall not be prevented from employing or offering employment to any member of staff of the other Party where it can demonstrate that the relevant individual was responding to a bona fide job advertisement.

# 58.0 Importance of Reputation

58.1 The Contractor acknowledges that the Client is subject to scrutiny by the general public and by Regulatory Bodies. The Contractor shall not take any action or omit to take any action, whether in relation to the supply of the Goods or the Services or otherwise, which in the reasonable opinion of the Contract Manager would, or would be likely to, harm the reputation of the Client (including in respect of the Contractor's dealings with its Sub-contractors and any third parties).

**59.0 Priority of Documents**

59.1 In the event of, and only to the extent of, any conflict between these conditions of contract and any document referred to herein, the conflict shall be resolved in accordance with the following order of precedence:

1. the Specification including Schedules;
2. these conditions of contract;
3. any other document referred to in these conditions of contract.
4. the Invitation to Tender; and
5. the Tender.

# [SCHEDULE 1 SPECIFICATION SCHEDULE](#GotoSchedule1)

**1 INTRODUCTION TO DEPARTMENT OF FINANCE AND PERSONNEL PROPERTIES DIVISION**

The Department of Finance (DFP) Properties Division is responsible for property management and accommodation services to the Northern Ireland Civil Service (NICS) and wider public sector. Providing a range of professional and technical services to a range of clients, Properties Division currently maintains a number of properties across Northern Ireland on behalf of Government Departments, their agencies and non-Departmental Public Bodies a list of clients is included at Annex A.

**2. BACKGROUND**

NICS Estate, including Agencies and non Departmental Bodies buildings, is a combination of small satellite offices which hold a low number of staff, larger offices which hold between ten and fifty staff in and around rural towns, and large Departmental Headquarter premises in highly populated locations, sometimes holding hundreds of staff.

A major requirement of the NICS is to ensure that all staff are able to conduct their work and business in offices and buildings that meet with the user needs and comply with all legal requirements. The Department has identified a need to supply and fit roller, vertical, venetian blinds and curtains throughout the NICS Office Estate and other Northern Ireland Public Sector buildings

DFP Properties Division, having reviewed this need, is inviting tenders from companies to supply and fit roller, vertical, venetian blinds, curtains and clean and repair existing venetian blinds throughout its own property and estate buildings and the properties of its clients.

**3. SCOPE OF THIS CONTRACT**

The NICS Estate and Client offices are located throughout Northern Ireland and are combinations of small satellite offices operating with a few staff, larger offices holding between ten to fifty staff in and around rural towns, and large Departmental Headquarter premises in highly populated locations, sometimes accommodating hundreds of staff.

The offices can vary in size between single occupancy cellular offices up to a large open plan floor accommodating up to 200 approximatelyindividual staff.

Approximately 70% of the sites and offices are located within the Greater Belfast area. The volume of work generated from this contract tends to reflect this, with a corresponding 70% of the work being required within that Greater Belfast area. The remaining 30% of the work shall be completed throughout the remainder of Northern Ireland.

The windows will be located in occupied and unoccupied offices, storerooms, main reception areas, corridors, toilets, stairways, canteens, mess rooms, bedrooms, etc. They may also be situated within cellular and open plan office buildings in mostly commercial type office premises but, on occasions, they may be in domestic or student grade accommodation or in buildings of historical interest or listings.

The offices will be occupied by staff with an associated variety of office furniture, desks, cupboards, equipment, stored papers and files all of which are business critical to the Client’s need.

An average taken over a twelve month period based on recent historical information showed the following orders were placed:

* 9 purchase orders were placed for curtains
* 20 purchase orders were placed for Roller Blinds
* 45 purchase orders were placed for venetian Blinds
* 85 purchase orders were placed for Vertical Blinds
* 42 purchase orders placed for cleaning & repair of Venetian blinds

The majority of these were single orders for supply and fitting of small quantities of new blinds or curtains with the requirement for the contractor to remove and dispose of the existing broken or old blinds.

The remaining orders were for larger new works projects requiring the supply and installation of large quantities of new vertical blinds.

The work is often periodic and will peak and trough throughout the contract period. There may be a number of jobs going on at any given time, at a number of locations throughout the NICS.

The Department of Finance & Personnel are now seeking to establish a Contract with a single Contractor who will be responsible for the delivery of the specified requirements.

The Client does not guarantee any level of business during the life of this contract.

**CLEANING & REPAIR SERVICE**

The Contractor will be required to provide a cleaning and repair service for all types of blinds and a repair service only for curtains and curtain rails. In all instances the blinds or curtains to be repaired shall be taken down, removed from site, inspected, faulty parts replaced, returned to good working order and replaced in its original location. The secure fixing of the brackets shall be checked and made secure prior to replacement.

Where repair work is required to curtains and curtain rails a cost for this requirement shall be agreed prior to commencement of work.

**Removal and disposal of existing Blinds & Curtains**

For both new and replacement works, the Contractor shall, at their cost,

arrange for the safe removal, recycling and environmental disposal of all

replaced blinds, curtains and curtain rails and any surplus materials that may result from the completion of any works carried out within this contract.

**4. CONTRACTURAL REQUIREMENTS**

**Key Account Manager**

On award of this contract the Contractor shall appoint a Key Account Manager for the contract period that will be point of contact for all contractual issues and will be regarded as “Key Personnel” under the Conditions of Contract. The Key account manager will oversee all aspects of the contract which will include;

* + order fulfilment;
  + delivery/invoice queries;
  + operational issues;
  + faulty goods; and
  + after sales service.

**5**. **FUNCTIONAL REQUIREMENTS**

**Installation of Goods**

The installation shall include the removal of any existing blinds or curtains, the secure fixing of fittings and the hanging of blinds and curtains within the room, or store in building, or to the person named for any location within Northern Ireland as detailed in the purchase order. It is the Contractor’s responsibility to instigate this action at least 24 hours prior to despatch, by telephoning the named person identified on the individual order. The Contractor must ensure agreement for the installation has been made with the person identified on the order.

**Lead Times**

The lead-time is the time span allowed for completion of work and will be calculated from the date of issue of the purchase order to delivery and completion of the work detailed on the order.

For all minor works, the Contractor will receive the order approximately two (2) to four (4) weeks in advance of the required completion date. For all major works, the Contractor will receive the order approximately six (6) to eight (8) weeks in advance of the completion date.

The Clients’ lead-times are based on order value and completion of work as stated below are mandatory from date of each order.

For venetian, vertical and roller blinds the following lead times apply

**Value of Order Lead Time**

>£2,500 30 working days

<£2,500 20 working days

**The lead time for curtains is 30 working days.**

**Product Packaging**

All protective packaging and wrapping shall be removed from the site disposed of by the Contractor at their own cost. The Client would encourage Suppliers to reduce their packaging to a minimum to reduce the environmental effects created by waste disposal. Suppliers must comply with the Duty of Care and Registration of Carrier regulations in relation to the collection and disposal of the waste packaging. Packaging where possible, will be considered returnable and shall be collected and disposed off by the Supplier.

**Standard Office Hours**

The installation of venetian blinds roller blinds vertical blinds and curtains shall be provided during government standard business working hours.

Government standard hours are defined as Monday to Friday 08.00 to 18.00 hrs. The Client does not anticipate any demand for work outside these hours.

**Complaints Handling**

The Contractor must provide their complaints handling and escalation procedures within 10 days of Contract commencement date for the approval by the Client. Contractors must maintain and review their complaints procedure throughout the lifetime of the contract. This shall identify the roles and responsibilities of the staff involved in the complaints handling process through to successful resolution. The expected reaction time following notification of the complaint is within 24 hours with a resolution to the Client’s satisfaction with 20 working days.

**7. FUNCTIONAL STANDARDS AND TECHNICAL SPECIFICATION**

**Mandatory Standards**

The following Standards are mandatory, where applicable, for each product offered and shall be held throughout the lifetime of the contract:-;

BS EN 5867-2: 2008: Fabrics for curtains, drapes and window blinds

Flammability requirements

BS EN 5867-1:2004; Textiles and Textile products Curtains and Drapes. General Requirements

BS 13120:2009 + A1 2014: Internal Blinds – Performance requirements including safety

BS EN ISO 6941:2003: Textile fabrics. Burning behaviour. Measurement of flame spread properties of vertically oriented specimens.

BS EN 16434:2014: Internal Blinds. Protection from strangulation hazards. Requirements & test methods for safety devices.

BS EN 16433:2014 Internal Blinds. Protection from strangulation hazards. Test methods

**Venetian Blinds**

Venetian blinds shall be contract grade and suitable for use where Visual Displays Units (VDU) are in use.

All blind components and their construction shall be free from sharp edges to prevent personal injury or damage to apparel.

Head rails shall be box type to conceal mechanisms.

Head rail shall be supported by 2 x locking end brackets which close off the open ends and additional bracket where applicable.

The finished slats offered shall have solar glare restriction properties suitable for installation in offices where VDU equipment is in use.

Slat width sizes required are 25mm and 35mm.

All blinds shall be fitted with a raise/lower cord with a lock concealed in the box head rail.

All blinds shall be fitted with a tilt cord to allow opening, closing and adjustment of the slats in their horizontal position.

The cord controls shall be positioned to the right hand side of the blind unless otherwise instructed.

All blinds shall be fitted with closed bottom slat / rail and end caps.

The operation of the opening, closing and raising and lowering of the blind shall be smooth and without jamming or faltering when control operated.

The blinds shall be capable of being top or face fixed as appropriate.

The standard colour shall be white.

**Vertical Blinds**

All vertical drape blinds shall be manufactured to contract grade and be suitable for installation in offices where VDU’s are in use.

All components and their construction shall be free from sharp edges to prevent personal injury or damage to apparel.

The box type head rail should be used to conceal mechanisms.

Head rail to be supported by 2 x brackets and additional bracket where applicable.

Vane width shall be 89mm.

Fabric shall be standard white. Other colours of vane are non standard but may be supplied as and when requested.

Fabric shall be 100% polyester.

Fabric offered shall have a minimum weight of 240gsm.

The fabric range offered shall have solar glare restriction properties suitable for VDU use and shall be within a Solar Transmittance (Ts) range of 9% and 18%.

All blinds shall be fitted with draw cords to stack vanes left, right or centre parting as ordered.

All blinds shall be fitted with a tilt chain to allow angle adjustment and closing of the Vanes.

Cord controls to be positioned to the right hand side unless otherwise instructed.

The operation of the opening, closing and parking of the vanes shall be smooth and without jamming or faltering when control operated.

The blinds shall be capable of being top or face fixed as appropriate.

**Roller Blinds**

Roller Blind shall be manufactured to contract grade and be suitable for installation in offices where VDU’s are in use.

All blind components and their construction shall be from sharp edges to prevent personal injury or damage to apparel.

Roller fitted with a manual side chain wind mechanism.

All blinds shall be operated with the draw chain to allow the blind to be full raised/lowered and locked in position.

Chain controls to be positioned to the right hand side unless otherwise instructed.

The roller to be supported by two end brackets.

The plain sheet fabric range offered shall a have Solar Transmittance value of 0%.

Fabric type; one standard plain sheet fabric and one mesh fabric.

The mesh fabric range offered shall have a maximum openness Solar Transmittance value of 3%.

Colour White is predominant for both fabrics.

All blinds shall be fitted with a bottom weighted bar or pole.

The blinds shall be capable of being top or face fixed as appropriate.

**Curtains**

Bespoke Curtains manufactured to standard specified within this document.

Curtain rail shall be contract grade metal rail with a cording system

Curtain rail shall be securely supported with intermittent support brackets.

Curtain Rail shall be capable of being top or face fixed.

Curtain Rail shall conceal mechanism and cording to prevent dust retention.

Double hems throughout. Heading and bottom hems to be finished 75mm. Side hems to be finished 25mm.

Curtains shall be pattern matched and drape uniformly in both the open and closed position.

Seams neatly and securely blind stitched and free of puckering.

Curtains shall overlap when closed to provide internal privacy.

Curtains to be supplied with detachable and without linings dependent on order instruction.

To be supplied with various header tapes, hooks and drawstrings.

To be hung on existing tracks or rails or new tracks where necessary.

Fitted with opening and closing draw cords where necessary.

Curtains must be supplied in various widths and finished drops as required. These are categorised as per the Pricing Schedule.

**Curtain Fabric**

Two types of curtain fabric are required to be supplied and these are

* Printed cotton type fabrics of various colours with a minimum weight of 220gms
* Heavy weight cotton velvets with a minimum weight of 350 gms

Colours and designs of fabrics offered should be in keeping with the intended end use i.e. for windows that are located in occupied and unoccupied offices, storerooms, main reception areas, corridors, toilets, stairways, canteens, mess rooms bedrooms, etc. within cellular and open plan offices buildings, in mostly commercial office premises but on occasions student grade accommodation and including buildings of historical interest or listing.

**FUNCTIONAL STANDARDS**

**Site surveys**

Prior to the commencement of any work the Contractor must complete the following survey process: -

The Contractor shall make contact with the Premises Officers stated on the purchase order to survey all offices and sites named on the individual orders to check final measurements prior to commencement of manufacturing and installation of window blinds and curtains. The contact name and phone number for the Premises Officers will be stated on the works purchase order.

Contact the Department’s Technical Officer if necessary to resolve any issues reference any works or repairs that may be required to be carried out prior to the taking of final measurements (e.g. if plaster work needs attention or wooden battens are required to be fitted).

Ensure that the positioning of the blinds/curtains shall not impede the opening or closing of the windows.

Ensure that the blind/curtains will be positioned, hung correctly and does not come into direct contact with any of the window reveal, sill or wall.

Ensure that there is no compromise to other operations of the windows including access to any handles or latches to allow for the opening, closing or cleaning of the window.

Ensure that the manufacture, positioning or fitting of the blinds/ curtains do not protrude into the office or corridor as to cause physical injury to passing foot traffic, control cords must not be long to cause potential tripping/snagging and strangulation etc.

The rolling or stacking of the blind and the pulling or drawing of the curtain in the fully open position, so that they are as clear of the window glazing units as can be achieved and to allow the maximum amount of the natural day light to be transmitted through the windows into the room.

The pulling or drawing of the blinds/curtains to the fully closed position to cover the window glazing units to the maximum allowing none or little of the natural day light to be transmitted directly through the windows into the room.

The tilting of the blinds so that they lock in various set positions and the pulling of the curtains so that both take account of the brightness and position of the sun and to allow the user to adjust them to the desired amount to allow direct or reflected light to pass into the room through the glass and the blind/curtain edges.

The Contractor shall complete all of the works listed in this contract, within the start and finish dates as specified on the Client’s individual purchase order.

The Contractor shall give a final 48-hrs written notice via e-mail of the actual start to the Premises Officer. This is final confirmation that works will commence.

The Contractor shall have in their employment suitably trained personnel to undertake all of the works listed in this contract.

The Contractor shall provide all of their employees with all of tools and equipment including transport that are required for the completion of all of the services offered. A valid PAT certificate must be available for each portable electrical appliance on site. All electrical tools and equipment must be either 110 volt or battery powered.

On completion of works the Contractor is required to leave all sites safe, clean and tidy in relation all works listed in this contract. This shall include the removal of all surplus materials, cuttings, redundant/broken fittings & blinds and the sweeping/vacuum cleaning of concrete or wooden dust resulting from the Contractors completion of works.

The Contractor shall have all works signed off on site by the Premises Officer or the Client’s representative prior to the submission of an invoice. This proof document is referred to as the contractor's completion of works claim.

The Contractor shall submit the signed completion of works claim together with the invoice for that completed work to the clients invoice address within ten working days after the work has been completed.

The Contractor shall arrange to remove from works site and dispose of all broken blinds, component parts, fittings and curtains in accordance with current waste legislation requirements.

**7. GENERAL CONTRACT REQUIREMENTS**

**Order Fulfilment**

The Client’s officer will issue a purchase order to the Contractor. The purchase order will list all of the works that the Contractor is instructed to undertake and will include the works address, contact name, telephone number and the starting and completion date for the delivery.

The Contractor shall have effective processes and procedures in place to ensure that orders are fulfilled within the agreed timescale.

It is the responsibility of the Contractor to advise the Client’s technical officer if a completion date is unachievable, in which case an alternative date may be agreed.

The Contractor shall provide details of a single point of contract for this Account who will be responsible for overseeing orders and resolving issues where appropriate.

**Contingency**

The Contractor shall have contingency plans in place to react and successfully deal with difficulties experienced in receiving high volumes of workloads. On award of contract the client will hold an initiation meeting with the successful Contractor to discuss, finalise and agree the contingency action plan. This action plan shall be agreed within four (4) weeks of the commencement date of the contract.

**Warranty**

The fixing and assembly of all types of blinds and curtains shall be guaranteed as free from defects in materials under normal use for a minimum warranty period of one year. All warranty issues raised must be responded to within 20 working days.

**Construction Skills Register Card**

The Contractor’s staff must be in possession of a current Construction Skills Register card or other equivalent recognised accredited scheme when they are employed within an office on the installation, cleaning or repair of blinds or curtains.

**Public Liability Insurance**

The Contractor must hold Public Liability insurance to a minimum value of £5,000,000. This insurance level must be held throughout the lifetime of the contract.

**Employers Liability Insurance**

The Contractor must hold Employers Liability insurance to a minimum value of £10,000,000. This insurance level must be held throughout the lifetime of the contract.

**Sustainability**

Both the Client and Central Procurement Directorate are committed to delivering on the Northern Ireland Civil Service’s sustainability objectives, detailed in the NI Executive’s Sustainable Development Strategy which can be found at <http://www.ofmdfmni.gov.uk/focus_on_the_future.pdf>

The Contractor shall perform its sustainable obligations under the Contract in accordance with this Strategy. The Contractor is encouraged to minimise any negative environmental impact in their approach to disposal recycling/reuse of products, waste management and energy conservation throughout the life of the contract.

As such sustainability aspects are incorporated into the Contract in terms of;

1. Economic;
2. Environmental; and
3. Social Sustainability.

**i.Economic**

Contractors are encouraged to work with small suppliers (i.e. less than 50 employees); micro suppliers (i.e. less than 10 employees) or Social Economy Enterprises throughout their supply chain. Payment to sub-contractors should be made within 30 days of receipt of a valid invoice.

**ii. Environmental**

The Contractor shall perform its Sustainable obligations under the Contract in accordance with the Sustainable Development Strategy for Northern Ireland. The Contractor is encouraged to minimise any negative environmental impact in their approach to disposal recycling / reuse of products, waste management and energy conservation throughout the life of the contract.

The Contractor will be required to comply with local management controls in respect of waste management and energy conservation.

The Contractor shall ensure that harmful emissions are kept to a minimum and efficient use of energy by using fuel and energy efficient vehicles.

**iii. Social Sustainability**

The Contractor shall promote and support the development of their employees by:

* Having processes in place to provide opportunities for all employees without Level 2 qualifications to develop and achieve essential skills qualifications in literacy, numeracy and ICT.
* Having processes in place to promote career development; and
* Supporting employees who are undertaking skill development or management courses

**Period of Contract**

The contract will be for an initial period of three (3) years with an option to extend for up to twenty four (24) months depending on continuing requirement, Contractor performance and market forces. It is anticipated the contract shall commence on 1 May 2016.

**Security Vetting**

See also Schedule entitled Security Requirements.

Following award of this contract, all full time, temporary and sub contractor staff that may be used for the direct delivery of the contract shall be required to complete a series of security checks for security purposes.

All staff shall be required to complete baseline security check and up to four (4) of those staff, will go forward to complete a CTC security check.

The Contractor will be advised of those individuals who have been granted security clearance and who may therefore be involved in work associated with the contract. Individuals not granted clearance should not attempt to gain access to any site, or undertake any work associated with this contract.

The costs associated with CTC security clearance will be met by the Client. Costs associated with Baseline checks must be met by the Contractor.

# Annex A

# List of Participating Bodies

**NORTHERN IRELAND GOVERNMENT DEPARTMENTS**

Department of Agriculture and Rural Development (DARD)

Department of Culture, Arts and Leisure (DCAL)

Department of Education (DE)

Department for Employment and Learning (DEL)

Department of Enterprise, Trade and Investment DETI)

Department of the Environment (DOE)

Department of Finance and Personnel (DFP)

Department of Health, Social Services and Public Safety (DHSSPS)

Department of Justice (DOJ)

Department for Regional Development (DRD)

Department for Social Development (DSD)

Office of the First Minister and Deputy First Minister (OFMDFM)

Public Prosecution Service (PPS)

**OTHER PUBLIC BODIES BY DEPARTMENT**

**Department of Agriculture and Rural Development**

Agri-Food and Biosciences Institute (AFBI)

Forest Service

Rivers Agency

**Department of Culture, Arts and Leisure**

Armagh Observatory

Armagh Planetarium

Arts Council of Northern Ireland

National Museums Northern Ireland (NMNI)

Northern Ireland Library Authority

Northern Ireland Museums Council

Northern Ireland Screen

Sport NI

Ulster Scots Agency

Waterways Ireland

**Department of Education**

Council for the Curriculum, Examinations and Assessment (CCEA)

Exceptional Circumstances Body (ECB)

General Teaching Council for Northern Ireland (GTCNI)

**Department for Employment and Learning**

Labour Relations Agency (LRA)

**Department of Enterprise, Trade and Investment**

Consumer Council for Northern Ireland (CCNI)

Health and Safety Executive for Northern Ireland (HSENI)

Invest Northern Ireland (INI)

Northern Ireland Tourist Board (NITB)

**Department of the Environment**

Driver and Vehicle Agency (DVA)

Northern Ireland Environment Agency (NIEA)

Northern Ireland Local Government Officers’ Superannuation Committee (NILGOSC)

**Department of Finance and Personnel**

International Fund for Ireland (IFI)

Land and Property Services (LPS)

Northern Ireland Statistics and Research Agency (NISRA)

Northern Ireland Building Regulations Advisory Committee

Public Service Commission for Northern Ireland (PSC)

Special European Programmes Body (SEUPB)

Statistics Advisory Committee

**Department of Justice**

Criminal Justice Inspectorate Northern Ireland (CJINI)

Forensic Science Northern Ireland (FSNI)

Legal Services Agency Northern Ireland

Northern Ireland Courts and Tribunals Service (NICTS)

Northern Ireland Policing Board (NIPB)

Northern Ireland Prison Service (NIPS)

Police Ombudsman for Northern Ireland (PONI)

Police Retraining and Rehabilitation Trust (PRRT)

Police Service of Northern Ireland (PSNI)

Probation Board Northern Ireland (PBNI)

Northern Ireland Prisoner Ombudsman

RUC George Cross Foundation (RUCGC)

Youth Justice Agency of Northern Ireland (YJANI)

**Department for Regional Development**

**Department for Social Development**

Social Security Agency (SSA)

The Charity Commission for Northern Ireland

**Office of the First Minister and Deputy First Minister**

Attorney General for Northern Ireland

Commissioner for Public Appointments for Northern Ireland

Community Relations Council (CRC)

ILEX Urban Regeneration Company Ltd.

Maze Long Kesh Development Corporation

Northern Ireland Judicial Appointments Commission (NIJAC)

Strategic Investment Board (SIB)

Planning and Water Appeals Commission

Victims and Survivors Service Ltd. (VSS)

**INDEPENDENT BODIES**

Northern Ireland Audit Office (NIAO)

Northern Ireland Office - Electoral Office Northern Ireland (EONI)

Utility Regulator Northern Ireland (URegNI)

**OTHER COPEs**

NI Water

NI Housing Executive

[SCHEDULE 2 PRICING SCHEDULE](#GotoSchedule2)

**ALSO REFER TO PRICING SCHEDULE SUBMITTED AT TENDER STAGE**

**Unit costs submitted at tender stage are fixed for the initial contract period.**

**Order Fulfilment Procedure**

The Client will issue a purchase order to the Contractor. The purchase order will list all goods that the Contractor is instructed to supply, deliver and install and will include the delivery address, contact name, telephone number and the starting and completion date for the delivery.

**Invoicing**

All invoices shall be forwarded to the Client within ten working days payment for a part or parts of any order shall be at the discretion of the Client. Proof of Delivery shall accompany all invoices. Invoices received without Proof of delivery shall delay payment.

The following information is essential on all invoices.

* The Client’s Order Number
* Invoice number and date of issue
* Address of work location
* Description, quantity and code references concisely as described on the order
* Price per unit of issue
* Subtotal of each item
* Sum total
* Sum total including VAT

**Code References**

For management information purposes, Properties Division SSU shall agree a dedicated code for each item on the pricing schedule with the successful Contractor following award of contract. These codes must be recorded on each invoice. Wherever possible the Contractor’s code shall be adopted.

The code shall identify the following: -

* The Product Range. Venetian Vertical Roller blinds or Curtains

 The width of slat, vane, curtain width.

Dimensions.

* Price

**“CHARACTERISTICS OF A VALID INVOICE” - ADVICE FOR CONTRACTORS**

**Invoicing Arrangements**

All invoices must be raised and returned to SSU in accordance with the procedures set out in the Pricing Schedule.

The item unit price tendered must include all associated costs for:

* supply
  + delivery
  + offloading and placing in position in the room as indicated on work order
* installation
* unwrapping, removal from site and safe disposal of packaging
* removal and disposal of existing blinds or curtains

**Criteria for Valid Invoices**

Valid invoices are those which are legible, from which a clear scanned image can be produced, and which clearly show the following information:

The department being billed (one of the following must be included irrespective of the agency, section or location being billed):

"DFP" or "Department of Finance and Personnel"

(a) Contracting Authority/Client name

(b) where related to a purchase order (PO), the wording "Purchase Order" or "PO" followed by the 10 digit PO number, or where not related to a PO, the contact name in the Contracting Authority/Client (i.e. the person requesting the goods)

(c) the invoice number, or where a utility bill, the account number

(d) payment terms

(e) invoice date / tax point

(f) Contractor name, address, postcode and VAT registration number

(g) remittance name and address where this is different to (f) above

(h) goods / service details which match the PO details, including quantity billed, item description, unit of measure, unit price and total value

(i) the agreed charge, including any discounts, handling and freight charges and a breakdown clearly showing each VAT amount and the applicable VAT rate (and where not complete, a breakdown of the relevant work or services as they relate to this charge or an explanation of a difference in expected charge)

# The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Contract (including where such invoice does not contain the relevant Quotation or Purchase Order number(s)) or which covers, or purports to relate to Goods and/or Services which have not been provided in accordance with the Contract. The Client shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.

**Criteria for the Correct Address**

With the exception of invoices of the Works Order Processing System (WOPS) which should continue to be sent to departments through normal channels, the correct address to send all other invoices to Account NI depends on the department being invoiced and must be one of the following:

**Department Being Billed Account NI Address**

DFP Account NI – DFP

Department of Finance and Personnel PO Box 1120

Belfast BT1 9F

# [SCHEDULE 3 MONITORING SCHEDULE](#GotoSchedule3)

The successful Contractor’s performance on this Contract will be managed as per specification and regularly monitored see [Procurement Guidance Note 01/12 - Contract Management - Procedures and Principles](http://www.dfpni.gov.uk/index/procurement-2/cpd/cpd-policy-and-legislation/content_-_cpd_-_policy_-_procurement_guidance_notes.htm). Contractors not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to senior management in Central Procurement Directorate for further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Certificate of Unsatisfactory Performance and this Contract may be terminated. The issue of a Certificate of Unsatisfactory Performance will result in the contractor being excluded from all procurement competitions being undertaken by Centres of Procurement Expertise on behalf of bodies covered by the Northern Ireland Procurement Policy for a period of twelve months from the date of issue of the certificate.

The Contract will be monitored against the Key Performance Indicators (KPIs) outlined below.

|  |  |
| --- | --- |
| **Key Performance indicators** | |
| KPI (1) | The Contractor shall provide a lead-time delivery report to the Client within two working days of receipt of order. |
| KPI (2) | Lead times for installation of venetian, vertical and roller blinds shall be within the following lead times. The Client may agree to longer lead times in exceptional circumstances.   |  |  | | --- | --- | | **Value of order** | **Lead time** | | >£2,500 | 30 working days | | <£2,500 | 20 working days |   Lead times for installation of curtains shall be 30 working days. |
| KPI (3) | The installation of window blinds and curtains shall be guaranteed as free from defects in workmanship under normal use for one year minimum warranty period. |
| KPI (4) | All complaints must be resolved to the satisfaction of the Client within 20 working days |
| KPI (5) | All invoices shall be forwarded to the client within 10 days and shall be correct and contain the detail outlined within the Pricing Schedule. |
| KPI (6) | All invoices shall be forwarded within 10 working days, but not earlier than the date of completion to the Order Issuing Office. |
| KPI (7) | A monthly management report shall be provided within 2 working days after the last day of the month, which details all purchase orders received and paid and the lead time of each order and receipt of each invoice. |
| KPI (8) | The installation date and time shall be agreed with the person named on the purchase order at least 24 hours prior to arrival on site |
| KPI (9) | All protective packaging, wrapping, component parts and any old blinds shall be removed from site and environmentally reused/ disposed of by the Contractor at their own cost. |

The Contractor shall provide Management Information against the KPIs to the Client 5 working days before the first 6 month formal review.