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**MULTI-PARTY FRAMEWORK  
AGREEMENT**

**FOR**

**ROAD SIGNS & ANCILLARIES  
(SUPPLY ONLY)**

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**THIS FRAMEWORK AGREEMENT is made this day (“the Effective Date”<sup>1</sup>)**

**BETWEEN**

The Local Government Operational Procurement Centre (hereinafter referred to as the “LGOPC”) (which expression shall, where the context so admits or requires, be deemed to include its successors and assigns) acting as a central purchasing body under the auspices of Kerry County Council with an address of Unit 9, Ground Floor, Building C, Reeks Gateway, Rock Road, Killarney, Co. Kerry, V93 KVK1 and an email address of [eproc@kerrycoco.ie](mailto:eproc@kerrycoco.ie) of the One Part

**AND**

The “Economic Operator” (which expression shall, where the context so admits or requires, be deemed to include its successors and assigns) of the Other Part.

**WHEREAS:**

- A. The LGOPC conducted a tender competition on [www.etenders.gov.ie](http://www.etenders.gov.ie) and in the Official Journal of the European Union inviting applications for this Framework Agreement.
- B. The LGOPC enters into this Framework Agreement on behalf of the contracting authorities specified in Section 1.5 hereto (hereinafter referred to as the “Contracting Authorities”).
- C. The Economic Operator submitted an application in response to the LGOPC’s tender competition and, following an evaluation, the LGOPC wishes to appoint the Economic Operator to this Framework Agreement.
- D. The Economic Operator has agreed to be appointed to this Framework Agreement on the terms set out in this Framework Agreement.
- E. The Economic Operator enters into this Framework Agreement and formally accepts its terms in the following manner:
  - The Economic Operator shall electronically accept this Framework Agreement through [www.SupplyGov.ie](http://www.SupplyGov.ie) (hereinafter referred to as “SupplyGov”) by way of its personal SupplyGov account (the formal acceptance of the terms of this Framework Agreement through SupplyGov shall operate as if this Framework Agreement had been signed and/or sealed (and witnessed appropriately) by the parties and shall be construed accordingly for all legal purposes).
- F. This Framework Agreement incorporates the Framework Agreement General Terms and Conditions specified in Appendix A hereto (hereinafter referred to as the “Framework Agreement General Terms and Conditions”).
- G. Each obligation, warranty or representation of the Economic Operator under this Framework Agreement is undertaken and/or made for the benefit of both the LGOPC and the Contracting Authorities.

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<sup>1</sup> Effective Date means the date the Framework Agreement goes live and from which date the Contracting Authorities may issue sRFTs and this Framework Agreement is dated the same as the Effective Date.

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## **1.0 THE LGOPC AND THE ECONOMIC OPERATOR AGREE AS FOLLOWS:**

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### **1.1 SCOPE OF APPOINTMENT**

- 1.1.1 This Framework Agreement governs the relationship between the LGOPC and the Economic Operator in respect of the provision of Road Signs & Ancillaries (Supply Only) (hereinafter referred to collectively as “Goods”) by the Economic Operator to the Contracting Authorities.
- 1.1.2 In consideration of the performance by the Economic Operator of its obligations under this Framework Agreement, the LGOPC appoints the Economic Operator to the Framework Agreement to provide the Goods to the Contracting Authorities when contracted to do so pursuant to this Framework Agreement.
- 1.1.3 The Contracting Authorities are entitled to order the Goods from the Economic Operator pursuant to this Framework Agreement.
- 1.1.4 Where a Contracting Authority wishes to acquire Goods pursuant to this Framework Agreement, it will do so by means of a Supplementary Request for Tender<sup>2</sup> (hereinafter referred to as an “sRFT”) only.
- 1.1.5 Notwithstanding the entitlement of the Contracting Authorities to utilise this Framework Agreement, neither the LGOPC nor the Contracting Authorities give any assurances as to their level of engagement or expenditure through this Framework Agreement and the Economic Operator hereby acknowledges that it has not entered into this Framework Agreement on the basis of any such expectation. This Framework Agreement does not constitute a commitment from the Contracting Authorities to enter into a Supplementary Request For Tender Contract<sup>3</sup> (hereinafter referred to as an “sRFT Contract”) with the Economic Operator and the Contracting Authorities reserve the right to engage in separate procurement processes with economic operators outside of this Framework Agreement should they consider it appropriate to do so.

### **1.2 ENTIRE AGREEMENT**

- 1.2.1 This Framework Agreement constitutes the entire agreement between the parties and contains all the terms which the parties have agreed with respect to its subject matter and shall prevail over and supersede all prior agreements, understandings, statements and communications between the Economic Operator, the LGOPC and the Contracting Authorities in relation to same. Without prejudice to the generality of the foregoing, this Framework Agreement shall apply to the exclusion of any terms and conditions which the Economic Operator may purport to apply.

### **1.3 FRAMEWORK TERM**

- 1.3.1 This Framework Agreement shall take effect on receipt by the LGOPC of a valid acceptance by the Tenderer of the terms of this Framework Agreement in the manner set out at Paragraph E of the Recitals herein.
- 1.3.2 This Framework Agreement shall be established for a term of two years from the Effective Date with the option, at the sole discretion of the LGOPC, to extend the term for two further periods of one year each unless it is otherwise terminated in accordance with the provisions of this Framework Agreement.
- 1.3.3 The extension of the term shall not necessitate the re-execution or re-affirmation of this Framework Agreement by the Economic Operator which terms shall continue in force for the duration of the extended term.

### **1.4 LIMITATION ON LIABILITY**

- 1.4.1 Notwithstanding that the LGOPC is: (a) acting as a central purchasing body co-ordinating the establishment of this Framework Agreement; and (b) entering into this Framework Agreement with

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<sup>2</sup> Supplementary Request for Tender (“sRFT”) means a request for tender for a Supplementary Request For Tender Contract issued via [www.supplygov.ie](http://www.supplygov.ie) by a Contracting Authority to the economic operators appointed to the Framework Agreement.

<sup>3</sup> Supplementary Request For Tender Contract (“sRFT Contract”) means a contract for the purchase and sale of Goods entered into between an economic operator and a Contracting Authority following an sRFT pursuant to the Framework Agreement.

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the Economic Operator, nothing within this Framework Agreement or the Tender Documents<sup>4</sup> shall operate to bind the LGOPC to (or make them a party to) the terms and obligations of an sRFT Contract and the Economic Operator hereby indemnifies and holds harmless the LGOPC from any losses, damages, costs or claims arising from: (a) the failure of the Economic Operator to secure an SRFT Contract ; and/or (b) any SRFT Contract entered into by the Economic Operator.

## **1.5 THE CONTRACTING AUTHORITIES**

1.5.1 The Contracting Authorities partaking in the Framework Agreement include:

- Ministers of the Government of Ireland; Central Government Departments; offices and non-commercial agencies and organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (as defined in the Local Government Act 2014), (themselves including regional assemblies, local enterprise boards and library bodies), and those approved housing bodies which also constitute “bodies governed by public law” within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts Regulations 2016 (S. I. No. 284 of 2016) listed on the Register of Approved Housing Bodies maintained by the Department of Housing, Planning, Community and Local Environment currently approved under section 6 of the Housing Act 1992;
- Contracting authorities in the Irish health sector including but not limited to the Health Service Executive (HSE); the Health Information and Quality Authority (HIQA) and HSE funded Agencies delivering health & personal social services funded by more than 50% from Exchequer funds;
- Contracting authorities which are Third Level Educational Institutions (including universities, institutes of technology and members of the Education Procurement Service);
- Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
- An Garda Síochana (Police);
- The Irish Prison Service;
- The Defence Forces
- The Housing Agency.

## **1.6 IMPORTANT NOTE**

1.6.1 It shall be the responsibility of the Economic Operator to fulfil the obligations under the Framework Agreement and any sRFT Contract, notwithstanding any changes in circulars, law, regulations, taxation or duties or other restrictions which might arise following the withdrawal of the United Kingdom from membership of the European Union (“EU”).

1.6.2 The Ceiling Rate shall apply to sRFTs until 31st December 2020 and shall not be adjusted as a result of any legislative enactment, rule, order or regulation, including the imposition of new duties or tariffs for the importation of any commodity or the alteration of existing duties or tariffs or the restriction of licences for importation of any commodity which may arise as a result of the withdrawal of the United Kingdom from membership of the EU.

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<sup>4</sup> Tender Documents mean the Instructions Document, the Framework Agreement, the Framework Agreement General Terms and Conditions, the Purchase Order Terms and Conditions, the Online Envelope 1, the Online Envelope 2, the ESPD and the Bills of Quantities.