**OXFORD CITY HOUSING (DEVELOPMENT) LTD**

**OXFORD CITY COUNCIL**

DRAFT SUSTAINABLE HOUSING FRAMEWORK – Terms and Conditions

Key terms and conditions of the “overarching” agreement governing the relationship between the selected suppliers and the nominated users of the Sustainable Housing Framework (“the Framework”).

1. The Framework has been created by Oxford City Housing (Development) Limited (OCHL) (“the Framework Owner”) to enable both itself and all other public and private sector entities properly nominated as users of the Framework (“Users”) to procure relevant goods, services and works related to the manufacture, construction and installation of modular housing units from the suppliers of such goods, services and works who have been selected by the Framework Owner and Framework Manager for appointment to the Framework as Framework Suppliers (“Suppliers”).
2. The Framework is managed by Oxford City Council (OCC) (“the Framework Manager”). The Framework Manager shall carry out the following duties :
3. Ensuring the Framework’s compliance with public procurement rules;
4. Ensuring regular checks on the suppliers required certification;
5. Managing Framework spend;
6. Providing advice to Users (although not undertaking mini competitions for Users other than OCHL and OCC).
7. For the avoidance of doubt, Oxford City Council, Oxford City Housing (Development) Limited, Oxford Direct Services Limited (ODSL) and Oxford Direct Services Trading Limited (ODSTL) are also Users of the Framework whereby Clause 12 will not be applicable.
8. The following organisations may be Users of the Agreement [<https://www.local.gov.uk/>], [<https://www.gov.uk/government/publications/current-registered-providers-of-social-housing/list-of-registered-providers-17-september-2020>], whereby Clause 12 will be applicable.
9. All Framework Suppliers warrant that all representations made by them in their tender submissions shall remain true and accurate throughout the term of their appointment to the Framework, and that all work they carry out for Users under the Framework shall meet all requisite quality, regulatory and legal requirements.
10. Users seeking to use the Framework will first identify the value of their proposed procurement and will select the Framework Lot appropriate to that identified contract value.
11. Having selected the appropriate Framework Lot, the User may enter into a “mini-competition” involving all the Suppliers appointed to that Framework Lot, following which the User may make a contract award to the Supplier which offers them the most economically advantageous supply.
12. The Award Criteria for the mini competition must reflect the award criteria set in the Invitation to Tender
13. All agreements made between Framework Users and Suppliers shall be made by way of the standard JCT contract most appropriate to the particular procurement.
14. The terms of the JCT contract selected may not be varied save for [either permitted variations in the following areas TBA at ITT [or] such variations to the JCT contract as are approved from time to time by the Framework Manager.
15. All agreements made between Framework Users and Suppliers shall include a pricing schedule which shall not exceed (but which may set a lower price than) the pricing indicated by the Supplier in the Supplier’s response to the Framework Owner’s Invitation to Tender.
16. In regard to all contracts made between Framework Users and Suppliers, the Supplier shall pay to the Framework Owner a fee of [x% of the total contract value], such fee to be paid to the Framework Owner no more than [xx days] following the date of commencement of that contract.
17. The Supplier shall fully and properly perform its obligations under each JCT contract it enters into with Users under the Framework, but without prejudice to this obligation, the Supplier shall ensure that it fully and properly discharges its obligations in regard to:
18. Health and safety
19. Provision of the agreed warranty/guarantee
20. Meeting all relevant building and quality standards;
21. Maintaining the required Insurance.
22. Equal Opportunities
23. Environmental Health Regulations
24. Oxford Living Wage or National Living Wage Foundation
25. General Data Protection Regulations
26. Modern Slavery
27. Each User shall ensure that all payments properly due and owing to the Supplier under invoices relating to each JCT contract it enters into with Suppliers under the Framework are paid in full and on time, save where any payment requested is disputed, in which event the User shall pay such elements (if any) of the invoice which are not in dispute and, in the absence of agreement with the Supplier, shall promptly enter into an agreed dispute resolution process.
28. No User shall be obliged to enter into one or more agreements with Framework Suppliers to achieve a cumulative contract value of any minimum sum (or of any sum at all).
29. Under no circumstances shall any Framework Supplier make any claim against or seek any redress from either the Framework Owner or the Framework Manager in regard to any agreement it enters into under the Framework (other than any agreement in which either the Framework Owner or the Framework Manager is directly involved as a Framework User).
30. Under no circumstances shall any Framework User make any claim against or seek any redress from either the Framework Owner or the Framework Manager in regard to any agreement it enters into with any Framework Supplier.
31. Suppliers may be removed from the Framework by the Framework Owner at any time in the event that they are in material or persistent breach of any obligation under these Framework terms, or the terms of any JCT contract they enter into with a User under the Framework.
32. Suppliers cannot be removed from the Framework by the Framework User at any time. In the event that a Supplier is in material or persistent breach of any obligation under these Framework terms, or the terms of any JCT contract they enter into with a User under the Framework they should be reported to the Framework Manager.
33. Subject to these Framework terms and conditions, a Supplier’s appointment to the Framework shall remain in full force and effect for a period of [4] years.
34. The Framework Owner may terminate the operation of the Framework at any time by giving all Suppliers and Users no less than [6 months] written notice.
35. Call off Agreements entered into during the life of the framework may have an end date exceeding the end date of the Framework
36. Each User has a responsibility to undertake their own due diligence checks prior to appointing a Supplier
37. Each User of this framework must complete a Call-off User Agreement confirming details which will include likely value of the Call off User Agreement, which LOT has been selected and potential timeline of the Call-off Agreement.
38. The Supplier acknowledges that the Framework Owner is obliged under the Freedom of

Information Act 2000 (“FOIA”) and the Environmental Information Regulations

2004 (“EIR”) to disclose information to third parties subject to certain

exemptions. This includes the information contained in this Contract.

1. The Supplier shall not transfer or sub-contract its obligations under this Framework Agreement without the previous consent in writing of the Framework Owner.
2. This Framework Agreement is subject to the Laws of England in every particular including formation and interpretation and shall be deemed to have been made in England.

Signed by………………………………………………………..

For and on behalf of ……………………………………….

Date…………………………………………………………………