Appendix 2B: Sample Goods Contract Terms and Conditions

[Limerick and Clare Education and Training Board]

and

[Insert successful Framework Member's full legal name]

AGREEMENT

Relating to the Provision of Goods pursuant to Request for Tenders to establish a Multi Supplier Framework Agreement for the Supply of Technology/Construction/Engineering/DCG in 6 Lots.

SAMPLE

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY [MONTH] OF 20[YEAR] BETWEEN:

[Limerick and Clare Education and Training Board] of Station Road, Ennis, Co. Clare ("the Client");

and

[Framework Member's full legal name], of [address:] ("the Contractor")

(each a "Party" and together "the Parties").

WHEREAS:

A. By Request for Tender entitled "_____" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the Goods described in Appendix 1 of the RFT (the "Goods"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

C. The Contracting Authority and the Contractor entered into a framework agreement on [insert date of Framework Agreement] (the "Framework Agreement"). The Framework Agreement is incorporated by reference into this Agreement.

D. In accordance with the Framework Agreement, by way of Supplementary Request for Tenders dated [insert date of RFQ] ("the RFQ"), the Client invited responses from Framework Members for the provision of Goods. References to the RFQ shall include any clarifications issued by the Client via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFQ Clarifications"). The RFQ (including the RFQ Clarifications) is hereby incorporated by reference into this Agreement.

E. The Contractor submitted a response to the RFQ dated the [Date of Response] (the "Response"). References to the Response shall include any clarifications issued by the Contractor in writing to the Client between [insert date] and [insert date] (the "Response Clarifications"). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

SAMPLE

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:

   i. This Agreement and Schedules A to E attached hereto;

   ii The Framework Agreement;

   iii. The RFT;

   iv. The RFQ;

   v. The Submission;

   vi. The Response.

2. The Contractor agrees to provide the Goods described in Schedule B (the "Goods") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Goods in accordance with the RFT, the RFQ, the Submission and the Response ("the Specification").

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is [insert contact name] of [insert contact address]; the Contractor's Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].

5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

   The Client reserves the right to extend the Term for a period or periods of up to 12 months months with a maximum of two such extensions permitted subject to its obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

SAMPLE

10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

SAMPLE