



# **FRAMEWORK AGREEMENT FOR THE PROVISION OF GOODS AND/OR SERVICES**

**Agriculture and Horticulture Development Board**

**and**

**Optichrome**

**Framework Agreement for the Supply of  
AHDB Print Services**

**Lot One – General Print Services**

**Start date: 28<sup>th</sup> February 2023**

**Initial contract end date: 28<sup>th</sup> February 2025**

**Options to extend: 1+1**

## FORM OF AGREEMENT

**THIS FRAMEWORK AGREEMENT IS MADE ON 24<sup>TH</sup> OCTOBER, 2022**

### **BETWEEN**

**Agriculture and Horticulture Development Board**, of Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL ('**AHDB**')  
AND

**OPTICHROME**, [REDACTED] ('**the Supplier**')  
AHDB and the Supplier are the Parties to this Framework Agreement.

### **WHEREAS**

- A. AHDB wishes to acquire General Print Services as per specification.
- B. The Supplier is willing to supply the Goods and/or Services in accordance with this Framework Agreement.
- C. AHDB may enter into substantially similar framework agreements for the supply of the Goods and/or Services with other suppliers.

### **IT IS HEREBY AGREED**

- 1. AHDB agrees to appoint the Supplier as a potential provider of the Goods and/or Services described in the Specification (see Annex 2).
  - 1.1. AHDB may, in its absolute discretion and from time to time during the Term, order the Goods and/or Services from the Supplier in accordance with the Ordering Procedures (Annex 3) through a Call-Off Contract based on the template provided in Annex 4.
  - 1.2. Subject to the Supplier's compliance with this Framework Agreement and the making of a Call-Off Contract, AHDB agrees to pay the Supplier in accordance with that Call-Off Contract.
- 2. The Supplier agrees to supply the Goods and/or Services in accordance with the Framework Agreement and the Call-Off Contract.
  - 2.1. The Supplier agrees to inform AHDB promptly if the making of a Call-Off Contract would result in a conflict of interest.
  - 2.2. Any supply of the Goods and/or Services shall be completed in accordance with the relevant Call-Off Contract and in any case not later than two years after the Completion Date.
  - 2.3. In the event of any conflict between these, the terms of this Framework Agreement shall have precedence over those in a Call-Off Contract.
  - 2.4. Unless otherwise specified, the Supplier shall supply the Goods and/or Services to the Principal Office.
- 3. The Supplier acknowledges that:
  - 3.1. there is no obligation on AHDB to invite the Supplier to supply any Goods and/or Services under this Framework Agreement;

- 3.2. no form of exclusivity has been conferred on the Supplier in relation to the provision of the Goods and/or Services; and
- 3.3. no undertaking or any form of statement, promise, representation or obligation by AHDB exists or shall be deemed to exist concerning minimum or total quantities or values of Goods and/or Services to be ordered by AHDB pursuant to this Framework Agreement and the Supplier agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise, representation or obligation.
4. The Supplier and AHDB agree to comply with AHDB's Terms and Conditions for the Purchase of Goods and Services version 2014 ('AHDB Terms' - see Annex 5), which shall further be incorporated as they may reasonably have been amended by AHDB into any Call-Off Contract.
5. This Framework Agreement consists of:
  - this Form of Agreement,
  - Annex 1 (Contacts, page 7),
  - Annex 2 (Specification Details, page 8) read with the Appendix thereto;
  - Annex 3 (Ordering Procedures, page 11);
  - Annex 4 (Call-Off Contract Template, page 13);
  - Annex 5 (AHDB Terms, page 14)

each of which together with any documents specified therein is incorporated into and forms part of the Framework Agreement.
- 5.1. In the case of any conflict or inconsistency, documents shall take precedence in the order in which they appear in Clause 5 above.
- 5.2. References to Clauses are references to the clauses of this Form of Agreement, to Conditions are references to the terms and conditions of the annexed AHDB Terms and to paragraphs are references to paragraphs in the referring Annex or Appendix unless otherwise indicated.
  - 5.2.1. For the avoidance of doubt, references within a Call-Off Contract shall apply according to that Call-Off Contract.
- 5.3. This Framework Agreement including the Specification may be amended by the Parties in Writing.
  - 5.3.1. Any amendment including any extension under Clause 7.1 below shall have no effect unless it is in compliance with public procurement law.
- 5.4. The Framework Agreement and any amendment thereof may be executed in counterpart and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
6. In this Framework Agreement the following words and expressions shall have the meanings given to them below, unless the context otherwise requires:

<i>Word or Expression</i>	<i>Meaning</i>
AHDB Terms	AHDB's Terms and Conditions for the Purchase of Goods and Services (attached within Annex 5);

Call-Off Contract	a contract for the supply of Goods and/or Services pursuant to this Framework Agreement
Call-Off Contract Template	The template that shall be used or deemed to have been used for any Call-Off Contract (attached within Annex 4);
Commencement Date	The date set out in Clause 7, as it may have been amended;
Completion Date	The date set out in Clause 7.1, as it may have been amended;
Framework	The framework arrangements established by AHDB for the provision of the Goods and/or Services to AHDB;
Ordering Procedures	The procedures applicable to the making of a Call-Off Contract (see Annex 3);
Specification	The specification provided in Annex 2, as it may have been amended;
Term	The period commencing on the Commencement Date and ending on the Completion Date, the whole day of each Date being included;
Working Day	Any day other than a Saturday, Sunday or public holiday in England.

7. The Framework Agreement shall commence or be deemed to have commenced on 28<sup>th</sup> February 2023 ('Commencement Date').
- 7.1. The Framework Agreement shall terminate on 28<sup>th</sup> February 2025 ('Completion Date') unless it has previously been extended, in which case the Completion Date shall be deemed to have been appropriately amended. Note: There are 1+1 options to extend after the initial contract period. Extension contracts will be drawn up and signed by both parties should these options be taken.
- 7.2. Notwithstanding any act of termination or the achievement of the Completion Date, the relevant provisions of this Framework Agreement shall remain in effect insofar as is necessary to ensure the performance of all obligations and the satisfaction of all liabilities and to enable the exercise of all rights under the Framework Agreement in each case as such shall exist at the time of such act or the Completion Date.
8. Without prejudice to either Party's rights or obligations pursuant to law and subject to Clause 8.4, the aggregate liability of each Party in respect of any claim or series of connected claims arising out of the same cause in any year whether arising from negligence, breach of contract or otherwise shall be limited to the amounts set out in Clauses 8.1 and 8.2.
  - 8.1. In relation to AHDB, the amount shall be one million pounds sterling.
  - 8.2. In relation to the Supplier, the amount shall be five million pounds sterling.
  - 8.3. The amounts above may only be amended in Writing and prior to the event in relation to which a claim is made.
  - 8.4. Where the Supplier is a consortium, each member of the consortium shall be jointly and severally liable for performance of the Supplier's obligations under this Framework Agreement and any Call-Off Contract.
  - 8.5. Nothing in this Framework Agreement shall limit either Party's liability for fraud, dishonesty, deceit, fraudulent misrepresentation, death or personal injury.
9. For the avoidance of doubt:

- 9.1. The Supplier's standard terms and conditions for the supply of goods or services do not apply to this Framework Agreement or any Call-Off Contract except as may be specifically agreed in Writing.
- 9.2. In the event that the Framework Agreement applies only to the provision of Goods, the provisions relating only to Services in the Framework Agreement or any Call-Off Contract shall not apply.
- 9.3. In the event that the Framework Agreement applies only to the provision of Services, the provisions relating only to Goods in the Framework Agreement or any Call-Off Contract shall not apply.
10. Amendments to Annex 3
- 10.1. There are no amendments to Annex 3. |
11. Amendments to Annex 4
- 11.1. There are no amendments relating to Annex 4. |
12. Amendments to Annex 5
- 12.1. There are no amendments relating to Annex 5. |
13. Special Conditions
- 13.1. Any conditions specified in this Form of Agreement as Special Conditions shall have precedence over any other provision in this Framework Agreement.
- 13.2. There are Special Conditions. Please note: if AHDB find that equipment, premises and processes are not as described within the supplier's proposal, AHDB have the right to withdraw award at any time throughout the duration of the contract, or to terminate contract once in place. AHDB also have the right to withdraw after the initial site visit if AHDB stakeholders believe the information in the proposal differs from what is on offer. |

*- The remainder of this page is deliberately blank -*

**Signed for and on behalf of the Agriculture and Horticulture Development Board**

Signature:

Name of signatory:

Date:

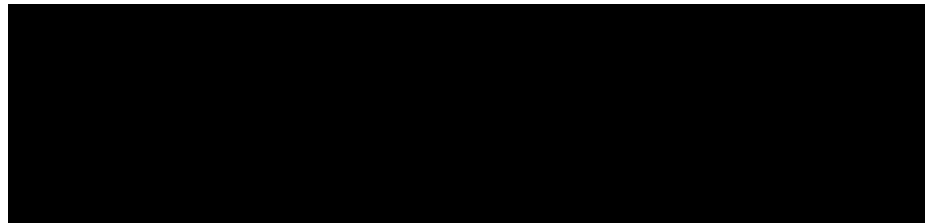


**Signed for and on behalf of the Supplier: Optichrome**

Signature:

Name of signatory:

Date:



## **Annex 1            Contacts**

1. Contact information provided by the Parties shall be deemed to be inserted below.
2. Unless otherwise agreed, the Primary Contact nominated by a Party shall represent the Party for the purposes of this Contract.

### **AHDB**

3. AHDB's address for correspondence and service will be:  
AHDB, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2TL
- 3.1. Communications with AHDB shall be marked for the attention of the person named below as AHDB's Primary Contact.
4. AHDB's Primary Contact will be:  
[REDACTED]  
or such other person as AHDB may nominate.
- 4.1. AHDB's Primary Contact will accept communications other than notices by electronic mail ([REDACTED]) and (except for notices and matters required to be in Writing) by telephone ([REDACTED]) Mobile: [REDACTED].
- 4.2. Communication with AHDB's Primary Contact will be deemed to be communication to all relevant divisions of AHDB.

### **Supplier**

5. The Supplier's address for correspondence and service will be:  
[REDACTED]
- 5.1. Communications shall be marked for the attention of the person named below as the Supplier's Primary Contact.
6. The Supplier's Primary Contact will be:  
[REDACTED]  
or such other person as the Supplier may nominate.
- 6.1. The Supplier's Primary Contact will accept communications other than notices by electronic mail ([REDACTED]) and (except for notices and matters required to be in Writing) by telephone ([REDACTED]).
7. The Key Personnel if any in relation to the supply of the Goods and/or Services will be:  
[REDACTED]  
or such other person as the Supplier may nominate.

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## Annex 2 Specification Details

1. The Specification relating to this Framework is detailed in this Annex 2 and any amendments thereto are set out or deemed to be included in the Appendix to this Annex, page 10.
- 1.1. The Specification is based on:
  - the invitation and/or acceptance by AHDB for the supply of the Goods and/or Services, by tender, and
  - the Supplier's offer but excluding any of the Supplier's terms and conditions indicated to be imposed thereby except insofar as such terms and conditions do not conflict with any other provision of this Framework Agreement.
- 1.2. Any amendment to the Specification agreed in accordance with this Framework Agreement shall be deemed to be included in the Appendix to this Annex.
2. The information in this Appendix is to be read as having been amended by any amendments set out or deemed to be included in the Appendix to this Annex.
3. Supplier documents

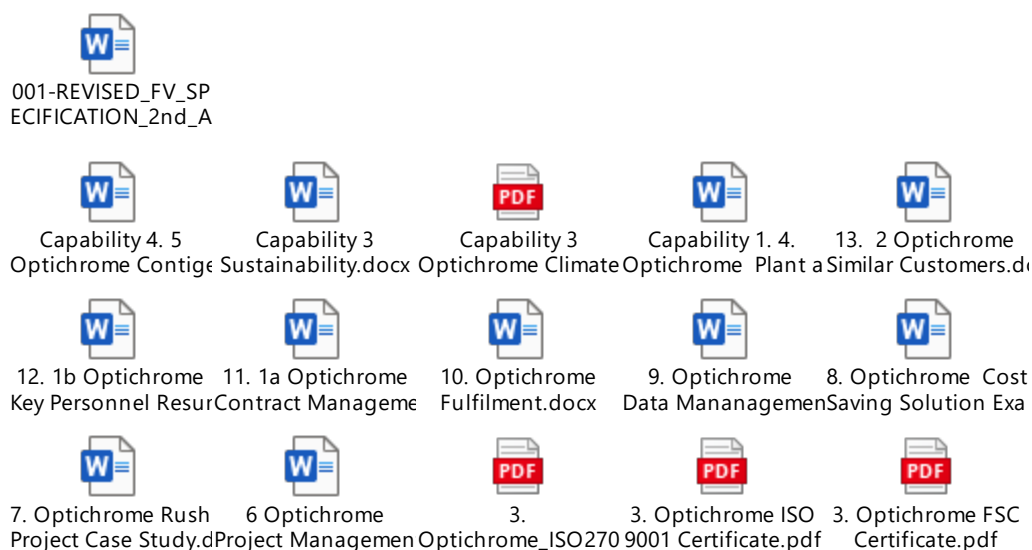
The invitation and acceptance by AHDB for the supply of Lot One – General Print Services for AHDB, by tender as published on Bravo – DEFRA's e sourcing portal <https://defra.bravosolution.co.uk>

Project title: for the Supply of Lot One – General Print Services



















Bravo project reference: 36693

Invitation to tender published on: 26<sup>th</sup> July 2022

Supplier's tender proposal dated 30<sup>th</sup> August 2022 and all Bravo messaging/clarifications to the award of the contract.





				
3. Optichrome EMS_Certificate_ISO	2. Optichrome Organisational Cha	1. Optichrome Third Party Processe	Optichrome Delivery Turnaroun	Optichrome Insurance Statemen
				
Optichrome Further Information.docx	Optichrome BPIF Certificate 22-23.pdf	Optichrome ADHB Job Life Cycle.docx	9. Optichrome TECH_REPORT_Pene	9. Optichrome Site Access & User Entitl
				
9. Optichrome Security Organisatio	9. Optichrome Remote Access Polic	9. Optichrome Information Security	9. Optichrome Information Asset R	9. Optichrome Encryption Policy.pd
				
9. Optichrome Data Security Awareness.	9. Optichrome Backup Policy.pdf	9. Optichrome Auditing and Monit	9. Optichrome Software & Hardwai	9. Optichrome Password & Accour
				
9. Optichrome IS Incident Managemen	9. Optichrome IS Incident Managemen	9. Optichrome Data Transfer Proce	9. Optichrome Data Storage & Dis	Optichrome Supplier Review Sta
				
001-Optichrome_A HDB_Lot_1_prices.xls				

## **Appendix to Annex 2**

## **Amendments to Specification**

The information in Annex 2 is to be read as having been amended by any amendments set out in this Appendix and any other amendments agreed in Writing, which shall be deemed to be included in this Appendix.

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### **Annex 3            Ordering Procedures**

1. AHDB may, in its absolute discretion and from time to time during the Term, order the Goods and/or Services from the Supplier in accordance with the following procedures (the 'Ordering Procedures') and a Call-Off Contract based on the template provided in Annex 4 shall be made or deemed to be made.
  - 1.1. AHDB shall provide the Supplier by any appropriate means with a specification of the Goods and/or Services that AHDB requires and subject to any amendment that may be agreed, such specification shall be inserted or deemed to be inserted in any Call-Off Contract that may be agreed.
2. If suppliers other than the Supplier are part of this Framework, AHDB shall decide in its absolute discretion which supplier (which may be the Supplier) is capable and shall be invited to supply the Goods and/or Services.
  - 2.1. AHDB may form a short-list of suppliers to undertake work of a particular type applying the Ordering Procedures.
  - 2.2. AHDB may consider information that has been supplied by the suppliers or publicly available and consequently exclude certain suppliers.
  - 2.3. From the suppliers considered to be capable of supplying the Goods and/or Services, AHDB shall reasonably decide which supplier to invite to supply based upon (a) direct award (see paragraph 3 below) or (b) a mini-competition (see paragraph 4 below) or (c) a hybrid of direct award and mini-competition.
3. If AHDB reasonably believes it has sufficient information to inform its decision, AHDB may select a supplier with which to place an order for provision of the Goods and/or Services without further competition by (a) choosing the one who offered best value for money taking into consideration its speed of available response, quality and price or (b) operating a rota system between capable suppliers who provide similar such value for money (c) by varying the weightings of award criteria as detailed in the invitation to tender/published notice by not more than +/- 10% provided the total weightings is 100%.
4. AHDB may invite the suppliers on the framework (by lot/specialism where appropriate) to take part in a mini-competition in compliance with this Framework Agreement and may select the supplier with which AHDB will place an order applying the criteria indicated in paragraph 3 above and any additional criteria specifically indicated in the invitation to participate in the mini-competition.
5. AHDB may consequently invite the Supplier to provide the Goods and/or Services.
6. The Supplier shall promptly and in any case within three Working Days of its receipt of an invitation to supply the Goods and/or Services inform AHDB in writing whether it accepts that invitation.
  - 6.1. In the event that:
    - (a) the Supplier conditionally accepts the invitation, AHDB shall decide whether it accepts the conditions and inform the Supplier. For the avoidance of doubt, AHDB may discuss the conditions with the Supplier before making such decision.
    - (b) the Supplier accepts the invitation or AHDB accepts the Supplier's conditional acceptance pursuant to (a) above, an appropriate and reasonable Call-Off Contract based on the template in Annex 4 with no amendment of its Annex and no Special Conditions shall be deemed to have been agreed and AHDB shall create a purchase order in favour of the Supplier.

- (c) the Supplier rejects the invitation or AHDB rejects the Supplier's conditional acceptance pursuant to (a) above, the invitation shall lapse and AHDB may offer the order to another supplier.
- 7. In the event that a Call-Off Contract deemed to be agreed pursuant to paragraph 6.1(b) above is not reduced to writing in relation to any order for the supply of Goods and/or Services that is confirmed by a purchase order created by AHDB in favour of the Supplier, the deemed Call-Off Contract shall have effect.
- 8. Any failure by AHDB to comply in full with the Ordering Procedures shall not invalidate the relevant Call-Off Contract or deemed Call-Off Contract and any obligation that would reasonably have been imposed upon AHDB by its compliance in full with the Ordering Procedures shall be deemed to be so imposed. No obligation shall be deemed to be so imposed that is not necessary for compliance in full by AHDB with the Ordering Procedures.
- 8.1. Paragraph 8 shall apply to the Supplier mutatis mutandis.
- 9. Nothing in this Agreement shall require AHDB to place an order for any Goods and/or Services.

## **Annex 4                      Call-Off Contract Template**

Call-Off Contracts shall be or shall be deemed to be in the format of the template attached electronically to this Annex 4 and shall incorporate the AHDB Terms included therein as such may have been reasonably amended by AHDB.



AHDB Contract for  
Buying Goods & Ser



Call off order form

## **Annex 5            AHDB Terms**

The AHDB Terms are on page 9 of the 'AHDB Contract for Buying Goods and Services' document embedded in Annex 4 of this document and shall apply to this Framework Agreement.