

Appendix 8: Framework Agreement

Request for Tenders to establish a Multi-Supplier Framework for the provision Road Network Machine Survey Services

THIS FRAMEWORK AGREEMENT IS MADE ON THE

DAY OF

2023

(the “Framework Agreement”)

THIS AGREEMENT IS MADE BETWEEN:

The Road Management Office (RMO) acting as the Central Purchasing Body (CPB) (“the Contracting Authority”) on behalf of all framework purchasers (“Framework Clients”),

and;

[Insert name of Framework Member] whose principal place of business is at [Address] (the “Framework Member”)

Together known as the “Framework Parties” or the “Parties.”

WHEREAS:

1. By Request for Tender as advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [INSERT NUMBER] (the “RFT”), the Contracting Authority invited service providers (“Tenderers”) to tender to participate in a **Multi-Supplier Framework for the provision Road Network Machine Survey Services** (the “Framework”), for the provision of services as described in Appendix 1 and the General Requirements at Appendix 7 of the RFT (the “Services”). Such Services are to be provided to the Contracting Authority and/or Framework Clients (as hereinafter defined), as required. References to the RFT shall include any clarifications issued by the Contracting Authority. The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated _____ (the “Submission”). References to the Submission shall include any clarifications issued by or to the Framework Member (“Submission Clarifications”). The Submission (including the “Submission Clarifications”) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.
4. Parties eligible to participate in this framework, the Framework Clients are as follows:

Local Authority / Road Authority / Organisation	Code
Cork County Council	C
Carlow County Council	CW
Cavan County Council	CN
Clare County Council	CE
Cork City Council	CB
Donegal County Council	DL
Dublin City Council	DB
Dun Laoghaire - Rathdown County Council	DR
Fingal County Council	F
Galway County Council	G
Galway City Council	GB
Kerry County Council	KY
Kildare County Council	KE
Kilkenny County Council	KK
Laois County Council	LS
Leitrim County Council	LM
Limerick City and County Council	LK
Longford County Council	LD
Louth County Council	LH
Mayo County Council	MO
Meath County Council	MH
Monaghan County Council	MN
Offaly County Council	OY
Roscommon County Council	RN
Sligo County Council	SO
South Dublin County Council	SD
Tipperary County Council	TY
Waterford City and County Council	WD
Westmeath County Council	WH
Wexford County Council	WX
Wicklow County Council	WW
Department of Transport	DoT
Road Management Office	RMO
National Transport Authority	NTA

Table 1: Framework Clients

1. DEFINITIONS

“Commencement Date” means the _____ of _____ of 2022.

“Contract” means a contract which is awarded in accordance with Clause 6 of this Framework Agreement. The term “Services Contract” refers to the draft contract attached to the RFT at Appendix 5.

“Framework Agreement” or “Agreement” means this Agreement, the terms and conditions set out hereto.

“Framework Term” means the period in years set out in Clause 2.5 below;

“Month” means 31 days, including weekends and bank holidays.

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

- 1.1 To the extent that any specific term or condition in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant term or condition of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 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.

2. APPOINTMENT OF FRAMEWORK MEMBER AND TERM OF THE FRAMEWORK

- 2.1 In consideration of payment by the Framework Member of the sum of €1 (the receipt of which is hereby acknowledged by the Contracting Authority), the Framework Member accepts its appointment under the terms and conditions of this Framework Agreement.
- 2.2 Membership of this Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any contract or Contract during the Framework Term. The Contracting Authority and/or Framework Clients may at its or their sole discretion choose not to enter into any Contracts falling within the scope of this Framework Agreement. The Contracting Authority may terminate this Framework Agreement in accordance with Section 19 hereto.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any of the Services and/or number of Contracts (if any) which may be procured in connection with this Agreement and the Parties acknowledge that the Contracting Authority and/or Framework Clients are not bound to enter into any Contract or other contractual arrangement with the Framework Member as a result of entering into this Agreement. The Contracting Authority and/or Framework Clients are not and will not be under any obligation to avail of

the Framework.

- 2.4 This Framework Agreement does not confer exclusivity on the Framework Member. The Contracting Authority and/or Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of the Framework Agreement. In this event the Contracting Authority and/or Framework Clients shall observe all applicable public procurement rules and shall not afford any advantage to the Framework Member.
- 2.5 The Framework Agreement shall take effect on the Commencement Date and expire **24 Months** thereafter unless terminated earlier in accordance with these terms and conditions, or unless extended by the Contracting Authority for a further period of 12 months, with two (2) such extensions permissible at the discretion of the Contracting Authority up to a **maximum Framework Term of four years**. Such option to extend shall be at the absolute discretion of the Contracting Authority. The maximum Framework Term shall be four (4) years in the aggregate.
- 2.6 For the avoidance of doubt, the Contracting Authority confirms that the period of any Contracts awarded under this Framework Agreement may extend beyond the date of expiry of the agreement, subject to its obligations under law.

3. FRAMEWORK MANAGEMENT PROVISIONS

- 3.1 The Framework Member hereby agrees and undertakes to notify the Contracting Authority where it becomes aware of any breaches to the rules of this Framework Agreement in Mini-Competitions undertaken by Framework Clients.
- 3.2 The Framework Member hereby agrees and undertakes to comply with the framework management provisions as set out in Annex 1 to this Framework Agreement, the General Requirements Document in Appendix 7 of the RFT and any detailed specifications provided with any Mini-Competition run under the Framework.

4. SCOPE OF FRAMEWORK AGREEMENT

This Framework Agreement relates to the Multi-Supplier Framework for the Provision of Road Traffic Analytics and Speed Data, and Data Processing Services as more particularly described in Appendix 1 of the RFT and in the General Requirements Document in Appendix 7 of the RFT.

5. PROCEDURE FOR SUPPLEMENTARY TENDERS & DIRECT DRAWDOWN OPTIONS

- 5.1 On each occasion that the Framework Client proposes to award a Contract, it shall do so by means of mini-competition ("Mini-Competition) or by Direct Drawdown Option using a 'Cascade Call-off System' under this Framework Agreement. The Contracting Authority or the Framework Client shall issue a Supplementary Request for Tender ("SRFT") sent electronically to all Framework Members, in accordance with the following procedure:
 - 5.1.1 The Framework Client shall set out in the SRFT sent electronically to all Framework Members:
 - the scope and term of the Contract to be awarded;
 - the deadline (date and time) for the receipt of the Response to SRFT ("Response"), taking into account the complexity of the Contract and the

time needed to prepare an appropriate submission. Responses received after the deadline will not be considered;

- the email address designated for receipt of Responses. Responses received in hardcopy or to any other email address will not be considered;
- the types and levels of insurance required for the Contract; and
- the special conditions (if any) that apply to the Contract, in addition to those (if any) marked as applying in the Services Contract published with the RFT.

- 5.1.2 The Response shall be submitted in writing by email to the designated email address (as specified in the SRFT) and its content shall remain confidential until the stipulated time limit for reply has expired.
- 5.1.3 Any clarifications requested by the Framework Member in relation to a Response must be submitted in writing to the Framework Client, as specified in the SRFT.
- 5.1.4 The Framework Client may award a Contract following an evaluation of the Responses based on the award criteria set out in the SRFT.
- 5.1.5 The Contracting Authority or the Framework Client reserve the right to issue or seek written clarifications.
- 5.2 The Framework Client shall not be responsible for any costs incurred by the Framework Member in the preparation of a Response to a SRFT.
- 5.3 The Framework Client shall set out in any Direct Drawdown Option, sent electronically to the relevant Framework Member:
- the scope, specification, and term of the Contract to be awarded.
- 5.3.1 The following approach will be used for any Direct Drawdown Option used under the Framework:
- A contract is always offered initially to the Framework Member that ranked first at Framework award stage
 - In the event this party is not able to perform the contract and turns it down, this contract is then offered to the Framework member who ranked second at Framework award stage and so on until the Direct Drawdown contract is awarded
 - In the event a Framework Member accepts a Direct drawdown contract then subsequently withdraws from same, this contract is then offered to the next lower ranked Framework Member and so on until the Direct Drawdown contract is awarded
- 5.4 The Framework Client shall not be responsible for any costs incurred by the Framework Member in the preparation of a Response to a Direct Drawdown Contract.

6. AWARD CRITERIA

- 6.1 Contracts under this Framework Agreement shall be awarded in accordance with the relevant SRFT and procedure set out in Section 5, and in accordance with the criteria set out in this Section 6 or by direct drawdown contract in accordance with section 5.3.1.
- 6.2 The Framework Member, on award of a Contract by a Framework Client agrees to execute and comply with the terms and conditions of the Services Contract.
- 6.3 Mini-Competitions will be evaluated on the basis set out in each Mini-Competition run under this framework for the most economically advantageous tender.
- 6.4 Responses will be evaluated on the basis of the award criteria set out in the table below. The maximum marks achievable for any given award criterion will vary between each SRFT, and each SRFT will set out the specific marks applicable to each criterion for the Contract in question. The table below sets out the range of marks which it is generally anticipated will be allocated to any award criterion in the SRFT.

Award Criterion	% weighting range
A Price	20% - 80%
B Understanding of Requirements	20% - 80%

- 6.5 The Contract, if awarded, will be awarded to the highest-scoring Response which is not otherwise eliminated on foot of the SRFT.
- 6.6 The Contracting Authority or Framework Client may cancel a Mini-Competition at any time prior to a Contract being executed by it. Any notification of preferred bidder status by the Contracting Authority or a Framework Client shall not give rise to any enforceable rights by the Framework Member.

7. INTRODUCTION

This Framework Agreement must be considered in the context of the terms and conditions of the Services Contract furnished at Appendix 5 of the RFT. Those terms and conditions will apply to any Contract awarded pursuant to this Framework Agreement. Framework Members will not be furnished with a SRFT / Direct Drawdown Contract unless and until this Framework Agreement has been executed by the Framework Member and returned to the Contracting Authority.

8. APPLICABLE LAW AND JURISDICTION

This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and the jurisdiction of the Irish courts.

9. TAX CLEARANCE

- 9.1 It will be a condition of the award of any Contract arising from a Mini-Competition pursuant to this Framework Agreement, that the Framework Member shall for the term of any such Contract, comply with all EU and domestic taxation law and requirements, including but not limited to Circular 43/2006 issued by the Department of Finance. This Circular and further information is available at www.finance.gov.ie and www.ros.ie/
- 9.2 Prior to the award of any Contract arising from a Mini-Competition pursuant to this Framework Agreement, the Framework Member shall promptly produce a Tax Access Number (TAN) from the Irish Revenue Commissioners. Framework Members must furnish their TAN on request to facilitate on-line verification of their tax status by the Contracting Authority and/or Framework Clients. Where relevant, the provisions of this paragraph 9.2 apply equally to sub-contractors.

10 COMPLIANCE

- 10.1 The Framework Member shall comply with all relevant legislation, regulatory requirements and best industry practice in the delivery of the Services. The term 'legislation' shall be deemed to mean any Act of the Oireachtas (Parliament), regulation, statutory instrument, European Community or other international obligation, direction of a regulatory or other competent authority, condition of any consent, authorisation, lease or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, in each case having effect in Ireland.
- 10.2 The Framework Member will be solely responsible in law for the employment, remuneration, taxes, immigration, visa and work permits or other authorisations appropriate to the work carried out for, or on behalf of the Contracting Authority and/or Framework Clients. The Contracting Authority and/or Framework Clients reserve the right to seek confirmation that the relevant legal requirements are being met.

11. ANTI COMPETITIVE CONDUCT

The Framework Member shall comply with the Competition Act 2002 (as amended) (the "2002 Act"). The 2002 Act makes it a criminal offence for Framework Members to collude on prices or terms in a public tendering procedure.

12. CONFLICTS OF INTEREST

- 12.1 Any conflict of interest or potential conflict of interest on the part of a Framework Member, individual employees or corporate or individual service providers (whether sub-contractors or third-party retainers) of a Framework Member must be fully disclosed to the Contracting Authority and/or Framework Client(s) as soon as the conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Authority and/or Framework Client(s) may invite Framework Members to propose means by which the conflict might be removed. The Contracting Authority and/or Framework Client(s) will, in their absolute discretion, decide on the appropriate course of action.
- 12.2 Where a Framework Member receives a SRFT from the Contracting Authority and/or

Framework Client(s) and is aware that there is a conflict of interest in respect of the Services being sought, whether the conflict concerns the Framework Member, an individual employee, sub-contractor or other, the Framework Member is obliged to disclose the conflict of interest immediately to the Contracting Authority and/or Framework Client(s) and is obliged to decline from submitting a Response, until the Contracting Authority and/or Framework Client(s) decide, in their absolute discretion, on the appropriate course of action. .

13. REGISTERABLE INTEREST

Any registerable interest involving a Framework Member and the Contracting Authority and/or Framework Client(s), other members of the Government, members of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response and prior to the award of any Contract, it must be communicated to the Contracting Authority and/or Framework Client(s) immediately upon such information becoming known. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995.

14. FORCE MAJEURE

14.1 In the event of any failure, interruption, or delay in the performance of the Parties' obligations (or of any of them) resulting from any Force Majeure Event not reasonably within the control of the Party concerned ("the Affected Party"), the Affected Party shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

14.2 If the Force Majeure Event continues for 60 calendar days either Party may terminate at 30 days' notice.

For the purposes of this clause a "Force Majeure Event" means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease including but not limited to COVID-19 (Coronavirus) or similar disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Framework Member's (or subcontractor or agent) places of business.

15. CONFIDENTIALITY

- 15.1 All communications issued between the Contracting Authority and/or Framework Client(s) and Framework Members must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement executed by the Framework Member. All of the Framework Member's personnel, including sub-contractors, who provide the Services may be required, at the absolute discretion of the Contracting Authority and/or Framework Client(s), to sign a confidentiality agreement in a format as determined by the Contracting Authority.
- 15.2 The Framework Member shall execute the Confidentiality Agreement as set out in Appendix 6 of the RFT at the same time as entering into this Agreement.
- 15.3 For the purpose of preparing a Response, the Framework Member shall not release details of communications other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult in preparing the Response.
- 15.4 No publicity regarding this Framework Agreement, Mini Competitions, Direct Drawdown Contracts or other Contracts awarded following Mini Competitions is permitted unless and until the Contracting Authority has given prior written consent to the relevant communication.

16 LOCAL SECURITY ARRANGEMENTS

All personnel calling to any of the offices or facilities of the Contracting Authority and/or Framework Client(s) will be required to comply with local security arrangements and protocols.

17. GIFTS

The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority and/or Framework Client(s), any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. Any breach of this clause may entitle the Contracting Authority and/or Framework Client(s) to terminate this Framework Agreement and/or any existing Contract(s) and recover from the Framework Member any loss resulting from any such termination.

18. COSTS AND EXPENSES OF FRAMEWORK

All costs and expenses incurred by the Framework Member relating to this Framework Agreement and any SRFT / Direct Drawdown Contract shall be borne by the Framework Member. The Contracting Authority and/or Framework Client(s) shall not be responsible or liable for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

19 TERMINATION

- 19.1 Subject to the provisions of sub-clause 19.2, this Agreement may be terminated by the Contracting Authority by serving 30 days written notice to the Framework Member. Neither party shall be entitled to any additional amounts or compensation in the event that the Agreement is terminated in accordance with this Clause 19.
- 19.2 The Contracting Authority shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or

damages on the happening of any of the following events:

- 19.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the framework management provisions as set out in Annex 1 shall be deemed to be a serious breach of this Agreement.; and / or
 - 19.2.2 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect; and / or
 - 19.2.3 in circumstances where the Contracting Authority becomes aware that any of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented into Irish law by European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. 329 of 2006) apply to the Framework Member; and/or
 - 19.2.4 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and/or the Framework Client(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Client.
- 19.3 Subject to clause 19.2.4, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 19.4 Termination of this Agreement shall not affect any antecedent and accrued rights, obligation or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication is intended to come into or continue in force on or after such termination.

20. FREEDOM OF INFORMATION

The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014. Accordingly, information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its commercial sensitivity it should, when providing the information, indicate this and specify the reason for its commercial sensitivity. The Contracting Authority will consult the Framework Member about this sensitive information before making a decision on any Freedom of Information request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations

21. DISPUTE RESOLUTION

Subject to Clause 8, the Parties will seek to resolve any disputes between them arising out of or relating in any way to the issues covered by the Agreement amicably as set out below:

- 21.1 In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- 21.2 The Dispute shall be referred as soon as practicable to [insert RMO senior contact] within the Contracting Authority and to [insert Framework Member contact] within the Framework Member, respectively.
- 21.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 21.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- 21.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- 21.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- 21.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Framework Member shall comply fully with the requirements of the Agreement at all times.
- 21.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within thirty (30) days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

22 NOTICES

- 22.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause.
- 22.2 All notices shall be deemed to have been served as follows:
 - 22.2.1 if personally delivered, at the time of delivery;
 - 22.2.2 if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 22.2.3 if communicated by email, on the next calendar day following transmission.

23 COMMERCIAL CLAUSES

23.1 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

23.2 Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements, and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

23.3 Severability

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

IN WITNESS WHEREOF this Framework Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____,

being an Officer so authorised

by the CONTRACTING AUTHORITY

in the presence of:

Witness

SIGNED by _____,

being an Officer so authorised

by the FRAMEWORK MEMBER

in the presence of:

Witness

FRAMEWORK MANAGEMENT PROVISIONS

Reporting to the Contracting Authority

The Contracting Authority has detailed below the minimum reporting and information requirements that shall be provided by Framework Member(s). It is a condition of the Framework Agreement that additional and different reports may be requested and required during the lifetime of the Framework Agreement and any Contracts awarded pursuant to any Mini Competition / Direct Drawdown Contract. Framework Member(s) shall be required to assist with the development of these additional and different reports.

All management information should be readily available for the Contracting Authority within five working days from date of request.

Reports shall be made available in such electronic and paper formats as may be requested by the Contracting Authority from time to time.

The Contracting Authority may request reports that give a strategic view of the Framework Agreement and the Framework Members performance.