

## GENERAL

The Framework Contract is designed to allow the *Employer* to invite tenders from suppliers to carry out work on an 'as instructed' basis over a set term. Normally, the *Employer* will appoint a number of framework suppliers to carry out work within the defined scope.

### Preparing the contract documents

When the *Employer* identifies the need for a framework arrangement, he will need to define the scope and the *end date*. The scope identifies the extent of work that is covered by the contract. It might refer to a specific location, identify the type of work to be carried out or other relevant information. The scope should be sufficiently defined that the *Employer* and *Supplier* are satisfied that the *Supplier* has the resources and capability to carry out the work likely to be instructed.

Work under a Package Order can be carried out under the conditions of any of the NEC Contracts. The NEC Professional Services Contract could be used for design and advisory services, and the NEC Engineering and Construction Contract or the NEC Engineering and Construction Short Contract for works. The *Employer* will select the most appropriate form for work under the framework, depending on the type and complexity of the work to be carried out.

The *Employer* prepares documents for inviting tenders for the Framework Contract. These are set out in the Contract Data for the Framework Contract and will include the following.

- The Framework Information, which contains information about the management of the Framework Contract. It will include the need for co-ordination meetings and other commitments which are not paid under a Time Charge Order or a Package Order.
- The Contract Data applicable to all time charge work – the appropriate entries from the Contract Data for the NEC Professional Services Contract conditions.
- The Contract Data applicable to all work under a Package Order – the appropriate entries from Contract Data for the selected contract conditions.
- The *selection procedure* – how the *Supplier* for a Work Package is to be selected.
- The *quotation procedure* – how the *Supplier* and *Employer* are to prepare and assess a quotation for a proposed Work Package.

The *Employer* must also describe the information required from tenderers for preparing a quotation – the *quotation information* – and other material needed to assess tenders or manage the Framework Contract.

Tenders are submitted, assessed by the *Employer* and a number of suppliers are selected and appointed under the Framework Contract.

### Work under the Framework Contract

When the *Employer* has identified the need for some work within the scope of the Framework Contract, he selects the *Supplier* for the work using the *selection procedure*.

If advice is needed before the work can be fully defined, the selected *Supplier* can be instructed to help using a Time Charge Order.

When a Time Charge Order is issued, the *Employer* must include the further Contract Data needed to define the work to be carried out – additional material in the Scope under the Professional Services Contract. In addition, other entries from the NEC Professional Services Contract Contract Data, such as *starting date* and *completion date*, must be given where relevant.

The work under a Time Charge Order is carried out under the NEC Professional Services Contract conditions, using the Options identified in the Contract Data. The effect of the Time Charge Order is that the work instructed is incorporated into the Framework Contract.

When the work is sufficiently defined, the *Employer* seeks a quotation from the *Supplier*. The quotation has to be prepared using the *quotation information* provided at tender, which will provide the source of the data to be used in the quotation. The quotation must comply with the *quotation procedure* set out by the *Employer*. This will set out the basis for preparing the quotation and explain the amount of detail needed by the *Employer* to allow him to assess it.

As for time charge work, the *Employer* must provide the additional Contract Data for the proposed Work Package when he seeks a quotation.

The *Employer* can, when he receives the quotation, take a number of actions, depending on his objectives. If he has received an acceptable quotation, he accepts it by issuing a Package Order to the *Supplier*. If the quotation is not acceptable, he may change the Work Package and ask for a revised quotation. He may decide that the cost of the work is such that the Work Package should not be carried out, either by this *Supplier* or at all.

The work under a Package Order is carried out under the NEC conditions of contract identified in the Contract Data. Again, the effect of the Package Order is that the work instructed is incorporated into the Framework Contract.

Further work can be instructed until the *end date*, unless termination takes place at an earlier date. Either Party is entitled to terminate at will. This means that no further work will be ordered under the Framework Contract, but any work already ordered, under either a Time Charge Order or a Package Order, continues, and can only be terminated under the contract conditions governing that work.

After the *end date*, unless otherwise agreed, no further work can be ordered. Work already instructed, under either a Time Charge Order or a Package Order, continues until it has been completed.