

Health Service Executive

FRAMEWORK AGREEMENT 2025

Project Type:

HSE Regional Design Team Frameworks 2025:
HSE West Health Region (IHA Galway/Roscommon & IHA Mayo).

For:

Framework Category Types [based on Cascade / Mini-competition]:

Framework Category 04: Acute Capital Works – Project Value €15M - €60M excluding VAT.

Framework Category 05: Non-Acute Capital Works – Project Value €15M - €60M excluding VAT.

Discipline:

AR: Architect Services (including Planning and BIM Information Manager).

AS: Assigned Certifier

QS: Quantity Surveying Services.

ME: Building Services Engineering (M&E) Services.

CS: Civil/Structural Engineering Services.

FSC: Fire Safety Consultant Services.

PSDP: Independent Project Supervisor Design Process (PSDP) Services.

EED: Energy Efficient Designer

ER: Employer's Representative

In some of the above Frameworks there will be provision for the potential separate appointment of a Technical Advisor if required by the HSE

For:

Health Service Executive (HSE)

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AGREEMENT

AGREEMENT

THIS FRAMEWORK AGREEMENT is between the **Health Services Executive (“HSE”)** and the **Consultant** (the Consultancy firms appointed to the Framework).

Whereas

- A. The Contracting Authority requires consultancy services in relation to the delivery of Architect Services (including Planning and BIM Information Manager), Assigned Certifier, Quantity Surveying Services, Building Services Engineering (M&E) Services, Civil/Structural Engineering Services, Fire Safety Consultant Services, Independent Project Supervisor Design Process (PSDP) Services, Energy Efficient Designer, Employer’s Representative as set out in the tender documents, funded by the HSE and have decided to procure the services under a multiple provider framework agreement;
- B. The Contracting Authority has published a notice in the Official Journal of the European Union seeking tenders for the provision of those services; and
- C. After considering tenders received, the Contracting Authority has selected the Consultant to be a party to this multiple provider framework agreement (this **“Agreement”** which, for the avoidance of doubt, includes the Framework Rules and the Schedules) together with a number of other consultants (each a **“Participant”**);
- D. This framework agreement is formed by the Consultant’s signed Tender and HSE’s written notification to the Consultant of his/her inclusion on the list of Participants in the Framework and is made on the date of that notification.

HSE AND THE CONSULTANT AGREE as follows:

1. Framework

- 1.1 The Consultant and other Participants (named in the list of Participants attached to the written notification by the HSE to the Consultant of his/her inclusion as published as part of the Tenders Electronic Daily (TED) Contract Award Notice) are part of a framework for All Design Disciplines AR, AS, QS, ME, CS, FSC, PSDP, EED & ER established by the HSE.
- 1.2 If, during the Framework Period defined in the attached Framework Rules [refer sub-clause 1.2], the HSE needs construction consultancy work as described in the Framework Rules, the HSE (and/or any other Framework Client (as hereinafter defined)) may procure the work by awarding contracts for All Design Disciplines AR, AS, QS, ME, CS, FSC, PSDP, EED & ER according to the attached Framework Rules. The HSE may also procure the work in other ways and does not guarantee that any work will be procured under this agreement.
- 1.3 The HSE is procuring this framework on its own behalf and on behalf of the HSE Group comprising publicly funded healthcare bodies such as (a) all service providers to the HSE falling (now or in the future) under (or considered and/or treated by the HSE as falling under) Section 38 of the Health Act 2004 (as amended) (“a Section 38 Body”), (b) all bodies/entities falling (now or in the future) under (or considered and/or treated by the HSE as falling under) Section 39 of the Health Act 2004 (as amended) (“a Section 39 Body”) and (c) all other bodies corporate, statutory corporations, hospitals, partnerships, unincorporated associations, charities and other entities operating as part of the Irish Health Service and funded in any way directly or indirectly by the HSE or other public funding sources or any local, national or supra-national government or regulatory authority, as well as any employees or contractors of any of the foregoing and any other persons or hospitals assisting in the provision of the Irish health service. It is envisaged that Tusla, the Child & Family Agency under the auspices of the Department of Children and Youth Affairs, although not directly funded by the Health Service Executive and the Department of Health, may utilise the frameworks where there is a joint project with the HSE or a member of the HSE Group (collectively **“the Framework Clients”**)

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2. 'Call-Off' Contracts

- 2.1 If the Consultant is selected for any work according to the attached Framework Rules, the HSE and the Consultant agree to enter a 'Call-Off' Contract in the terms established under this agreement.
- 2.2 All 'Call-Off' Contracts (awarded by way of cascade or mini-competition) will be on the terms of the COE1 (**Standard Conditions of Engagement for Consultancy Services (Technical)**), a copy of which is appended at Appendix 2, as completed by the HSE or any member of the HSE Group and the Consultant according to the attached Framework Rules.
- 2.3 'Call-Off' Contracts awarded within the Framework Period may be for work that continues after that period.
- 2.4 The award of any 'Call-Off' Contract shall be subject to satisfaction by the Consultant of the following conditions precedent:
- Confirmation that the levels and forms of insurances set out in the tender documents and as detailed in Appendix 3 of this Framework Agreement are in place for the Consultant and any sub-consultant of the Consultant.
 - Confirmation and/or evidence that there has been no material change to their tenders as submitted for appointment to this Framework Agreement
 - Up to date evidence that they still meet the minimum requirements of the SAQ.
 - Where the preferred tenderer comprises a consortium, confirmation that there has been no material change in the membership of that consortium.
 - Collateral Warranty for Sub-Consultants (MF 2.3), if relevant, duly completed and signed.
 - Health and Safety Compliance Declaration by All General Services Providers (MF 2.4) completed and signed or Health and Safety Compliance Declaration by PSDP/HSC (MF 2.5) completed and signed (whichever is relevant to the contract).
 - Evidence of compliance with any other legal requirements as may be required.

3 Communications

- 3.1 The primary mode of communication between the Consultant and the HSE in relation to this agreement and 'Call-Off' Contracts will be through eTenders web portal to the Consultant's Authorised Representative as stated in the tenderer's Tender submission for inclusion on the Framework.

The HSE reserves the right to communicate with the Consultant through the Consultant's contact person by email address as stated in the tenderer's Tender submission for inclusion on the Framework and as recorded in the tenderer's Letter of Intent issued for this framework.

If that person (or any subsequent replacement) is no longer able to fulfil the role, the Consultant must promptly appoint a replacement, who must be a director or senior manager of the Consultant and notify the HSE of the new contact person.

- 3.2 The HSE's contact person for communications with the Consultant in relation to this agreement is as stated in the Tender documents for the Framework.

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The HSE may change these details by notice [including e-mail] to the Consultant.

4. eTax Clearance Certificate

At all times during the Framework Period, the Consultant must hold a valid eTax Clearance Certificate issued by the Revenue Commissioners (www.revenue.ie).

5. Performance Measurement

5.1 On completion of each 'Call-Off' Contract, and other times requested by the HSE, the Consultant must collate and give the HSE the data necessary to demonstrate compliance with the performance indicators listed in the attached Performance Measurement Table.

5.2 The HSE may, at any time, review the Consultant's performance according to the attached Framework Rules and Performance Measurement Table. The Consultant must provide any information requested by the HSE for such purpose. The HSE reserve the right to suspend the Consultant for non-performance as set out in section 4 of the Framework Rules.

6. Confidentiality

6.1 The Consultant must not disclose to anyone:

- official information as defined in the Official Secrets Act 1963, **or**
- other information that the HSE notifies the Consultant is confidential;

except as necessary to perform the Consultant's obligations under this agreement or a 'Call-Off' Contract or to comply with the law.

6.2 The Consultant's obligations under this clause are perpetual, and this clause survives termination of this agreement.

6.3 Consultants who enter this framework must be GDPR compliant

7 Termination

7.1 The HSE may terminate this agreement by written notice to the Consultant:

- if a 'Call-Off' Contract with the Consultant is terminated; **or**
- according to the attached Framework Rules; **or**
- if the Consultant is in breach of any terms of this agreement; **or**
- if any statement made by the Consultant in connection with the procedure by which this agreement was awarded to the Consultant was untrue when made or subsequently ceases to be true; **or**
- without cause, if the HSE also terminates its agreements with the other Participants listed in the Framework Rules; **or**

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- where there has been any material adverse change to the information provided by the Consultant prior to appointment to this Agreement.

7.2 Termination of this agreement does not affect any 'Call-Off' Contract already entered into.

7.3 The Consultant is not entitled to any payment because this agreement has been terminated.

8. Limitation on liability

Neither the Consultant nor the HSE have any liability to the other under or in connection with this agreement for breach of contract, negligence, breach of duty or anything else. This does not affect their liability under any 'Call-Off' Contract.

9. This Agreement

9.1 Neither party may assign rights under this agreement.

9.2 This, and any 'Call-Off' Contracts, is the entire agreement between the HSE and the Consultant about its subject matter. Neither the HSE nor the Consultant has relied on any agreement, understanding, or statement that is not written or referred to in this agreement.

9.3 This agreement can only be changed in writing, signed by authorised representatives of the HSE and the Consultant.

9.4 This agreement is governed and to be construed according to Irish law.

AGREEMENT

IN WITNESS of which the Parties have signed this Agreement the day and year first above written

SIGNED by the Health Service Executive

Authorised Signature

In the presence of

Witness:

Address:

Occupation:

SIGNED by the Consultant

Director

In the presence of

Witness:

Address:

Occupation:

FRAMEWORK RULES

FRAMEWORK RULES

1. THE FRAMEWORK

- 1.1 The HSE has established a multiple operator framework for the provision of each of the following design disciplines: Architect Services (including Planning and BIM Information Manager), Assigned Certifier, Quantity Surveying Services, Building Services Engineering (M&E) Services, Civil/Structural Engineering Services, Fire Safety Consultant Services, Independent Project Supervisor Design Process (PSDP) Services, Energy Efficient Designer, Employer's Representative, as specified in the ITT and the HSE's written notification to the consultant of its inclusion on the list of Participants in the Framework.

The framework consists of a **Framework Agreement** between the **HSE** and each of the **Participants**. Each Framework Agreement incorporates these rules.

- 1.2 If, during the period starting on the date of formation of this agreement and ending on the date of expiration of this agreement being the date of formation of the agreement (which shall be the date the Framework Agreement is executed) plus four (4) years from that date, (the **Framework Period**), the HSE and/or any other Framework Clients need(s) construction consultancy work as described in rule 1.1 above, the HSE may procure it by awarding '**Call-Off**' **Contracts** according to these rules. The HSE may also procure the work in other ways, and does not guarantee that any work will be procured under these rules.
- 1.3 For the avoidance of doubt, the period of any Call-off Contracts awarded under this Framework Agreement may extend beyond the date of expiry of the Framework.

2. PARTICIPANTS

- 2.1 The Participants in the Framework and their ranking are as named in the list of Participants attached to the written notification by the HSE as to the Consultant of his/her inclusion as published as part of the Tenders Electronic Daily (TED) Contract Award Notice.
- 2.2 A Participant, whose Framework Agreement has been terminated will no longer be considered a Participant under these rules.

3. OPERATION OF THE FRAMEWORK AGREEMENT

- 3.1 The award process for 'Call-Off' Contracts will be conducted in accordance with procedures stated below. The preferred tenderer (first ranked) from the competition will be offered the initial project on the framework. Framework Clients may drawdown subsequent services in the following ways:
- (a) by way of Cascade mechanism (being the default option); or
 - (b) Mini-Competition (a further competition is held with Participants invited to respond by way of a Supplementary Request for Tender (SRFT) for the Framework Client's requirements), whereby Service(s) Contract(s) may be awarded to one or more Participants.

The option(s) to drawdown services are as follows:

3.2 Cascade Mechanism:

- 3.2.1 Tenderers for the Framework will be ranked on the scores awarded under the evaluation of their tender responses to the published Framework Award Criteria. The ranking will determine the order in which any

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services drawn down by Cascade will be awarded. Following the evaluation of tenders the highest scoring tenderer by reference to the Framework award criteria will be ranked number 1, the second highest scoring tenderer will be ranked number 2, etc.

- 3.2.2 In the event that there is a tie for any position other than last place, (i.e. a tie for positions 1-8), the Tenderer who has been awarded the highest marks for total Qualitative Award of their Tender will be deemed to be the higher ranked tender for the purposes of framework ranking.
- 3.2.3 When awarding 'Call-Off' Contracts using this mechanism, the Framework Client shall award a 'Call-Off' Contract to the first ranked Participant unless any of the following circumstances (in no particular order) apply, whereby that Participant:
- (a) confirms that they do not have capacity to undertake the work; or
 - (b) cannot respond within the required timescales as detailed in the specification of requirements; or
 - (c) where in the view of the Framework Client an actual or perceived conflict of interest exists duly explained to the other party. For the avoidance of doubt there is no obligation on the Framework Client to accept any explanation from a Participant, i.e. it is at the sole discretion of the Framework Client to determine if a conflict exists; or
 - (d) has, in the sole opinion/reasonable opinion of the Framework Client, illegitimately or unreasonably refused work under a previous call off within the previous 6 months; or
 - (e) is in breach of the specified performance criteria at paragraph 4 below; or
 - (f) has undergone a change in the make-up of its key personnel to such a degree that the Framework Client is no longer satisfied or confident that the Participant has the technical skill and experience required to perform the relevant Services Contract; or
 - (g) has already been awarded three (3) Call-Off Contracts in that calendar year.
- 3.2.4 If any of the criteria set out above are applicable, then the second ranked Participant will be awarded the 'Call-Off' Contract under the Cascade system. If the second ranked Participant cannot meet the need (by reason of issues detailed above), the third ranked Participant will be awarded the 'Call-Off' Contract under the Cascade system and so on.
- 3.2.5 Where Services are being awarded by Cascade in accordance with this Section, the Framework Client shall serve a Call-Off Request in accordance with the procedures set out at this paragraph of the Framework Agreement. The form of the Call-Off Request is set out at Appendix 1 hereto. Upon execution of a Call-Off Request by both the Framework Client and the Participant, the Participant will provide the Services in accordance with the terms and conditions of the Call-Off Request and the 'Call-Off' Contract set out in Appendix 2 hereto.
- 3.2.6 For the avoidance of doubt, and at the sole discretion of the Contracting Authority the form of Call-Off Request may be amended from time to time.
- 3.2.7 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Framework Client.
- 3.2.8 To assist with finalising the technical aspects of the proposed Call-Off Contract with the Participant, the Participant will also be issued with the CWMF FTS9 – Form of Tender and Schedule, Consultancy Services (Technical) for use with COE1 with the relevant sections populated. Pricing Schedule and Service Requirements which are to be read in conjunction with the Contract.

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3.3 Drawdown by way of Mini-Competition:

3.3.1 Framework Clients may at their sole discretion award a 'Call-Off' Contract on the basis of either:

- (a) a qualitative and cost assessment to determine which response to the SRFT presents the most economically advantageous tender; or
- (b) A cost assessment only to determine the lowest cost tender.

A range of scoring will be used depending on the requirement. Assessment ranges for each criterion are as follows:

Award Criteria	Range of Weightings
Approach & Methodology to Service Delivery	[0% to 40%]
Quality & Relevance of Proposed Team	[0% to 40%]
Cost*	[20% to 100%]

- Framework Clients may use sub-criteria as part of their assessment.
- Any sub-criteria will be consistent with the above Award Criteria and range of weightings identified above.

3.3.2 On each occasion that a Framework Client proposes to award a 'Call-Off' Contract by way of Mini-Competition process under this Framework Agreement, the Contracting Authority or the Framework Client shall issue (by electronic means) a Supplementary Request for Tenders ("SRFT") to all Participants in accordance with the following procedure (a "Mini-Competition"):

3.3.2.1 Tenderers will be asked to submit either a fixed-price lump-sum fee or a percentage fee as part of their response to the SRFT.

3.3.2.2 The SRFT shall set out:

- the scope and term of the Services to be awarded and the award criteria and their weightings;
- the deadline (date and time) for the receipt of responses to the SRFT (each a "Response") taking into account the complexity of the Services and the time needed to prepare an appropriate Response. Responses received after the deadline will not be considered;
- the types and levels of insurance required for the Services; and
- Schedules A and B of the 'Call-Off' Contract.

3.3.2.3 Also included with the SRFT will be the CWMF FTS9 – Form of Tender and Schedule, Consultancy Services (Technical) for use with COE1 which tenderers will be required to complete and submit as part of their response to the SRFT.

3.3.3 All Participants must submit a response to any SRFT that is issued by the Framework Client. All Responses to the SRFT must be submitted via the eTenders facility only. Responses received in any other manner including e-mail or hardcopy will not be considered.

3.3.4 Any clarifications issued by the Contracting Authority or the Framework Client, as applicable, in relation to a SRFT will be communicated via the eTenders facility only.

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- 3.3.5 The Framework Client may award a 'Call-Off' Contract following an evaluation of the Responses based on the award criteria set out in the table in this paragraph 3.3.1, above.
- 3.3.6 The Contracting Authority and the Framework Client reserve the right to issue or seek written clarifications.
- 3.3.7 Mini Competitions will be conducted in accordance with the provisions of the ITT, the Framework Agreement and the SRFT as defined in the Framework Agreement.
- 3.3.8 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written 'Call-Off' Contract has been executed by or on behalf of the Framework Client.
- 3.3.9 The Contracting Authority or the Framework Client may cancel a Mini-Competition at any time prior to a 'Call-Off' Contract being executed by the Framework Client. Any notification of preferred bidder status by the Contracting Authority or a Framework Client shall not give rise to any enforceable rights by the Participant.
- 3.3.10 The Framework Client may require the Participant to whom it has decided to award the Contract to supply up-to-date evidence that it meets the minimum requirements of the SAQ and the ITT (as applicable). Where the Participant cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified in the ITT or SAQ then the Contracting Authority may proceed to offer the Contract to the next highest-ranked Participant.
- 3.4 Tenderers should note that the rates they submitted in their tender response for appointment to this Framework Agreement will apply to all Services provided under the 'Call-Off' Contracts, where applicable, and they are the maximum rates the Participant can charge in response to a SRFT during the Term of the Framework Agreement.
- 3.5 As part of the drawdown of Services via the Cascade or as part of a SRFT for a Mini Competition a 'Call-Off' contract or at any stage during the Framework Period, the HSE may require Participants to confirm that there has been no material change to their tenders as submitted for appointment to this Framework Agreement (for example, no change to the key personnel). To the extent there has been any such change, such changes are subject to the approval of the HSE, acting in its sole discretion. To the extent that the HSE considers there has been a material adverse change, the HSE reserves the right not to invite the relevant Participant to participate in the tender for the relevant 'Call-Off' Contract or to terminate their participation in the Framework.
- 3.6 The SRFT will be sent through eTenders web portal to each of the shortlisted Participant firms and addressed to the registered named Authorised Representative for the Participant firm as given in or notified under the Framework Agreement.
- 3.7 The SRFT will include [or refer to] the relevant Schedule A and B particulars to the Standard Conditions of Engagement for Consultancy Services (Technical) and include details of the required Services.
- 3.8 The SRFT will fix a time limit for Participants to send in tenders taking account of such factors as the complexity of the subject-matter of the 'Call-Off' Contract and the time needed to send in tenders.
- 3.9 Where a Tenderer who expresses an interest to tender for a Call Off project fails to accept a call off under the Framework, the HSE may exclude that Participant from further competitions for a period of twelve (12) months.
- 3.10 **Technical Advisor¹**
- 3.10.1 Technical Advisor may be required in one of the following circumstances:

¹ Note: TA role is only for the Architect, C&S Engineer and M&E Engineer and planning (if applicable).

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- (a) for scoping out a Programme or a Project in advance of the appointment of a design team;
- (b) during a project to carry out Peer review of the design, approach or to capture lessons learnt;
- (c) where a design & build contractor is employed and the design team is novated;
- (d) or other circumstances that may arise which create the need for a Technical Advisor.

In circumstances where there is already a design team appointed on the Project, the Technical Advisor appointment will go to the next ranked framework member on the cascade framework.

3.11 Minor Works

- 3.11.1 The HSE and/or the Framework Clients reserve the right to procure design services for minor works projects under this Framework and from service providers on higher value frameworks, as required in accordance with the rules and procedures set out in this Framework and taking into account the HSE's opinion on the complexity and associated risks of the proposed project(s).

3.12 Similar Works in other HSE health regions

- 3.12.1 This Framework Agreement is primarily for design services for works projects in the HSE health region indicated on the cover page of this Framework Agreement and in the tender documents. However, the HSE and/or the Framework Clients reserve the right to procure design services for projects in other HSE health regions where the HSE have identified significant similarities between (a) an existing project or ongoing project completed or being undertaken by a Framework Participant pursuant to this Framework Agreement and (b) a project proposed in another HSE health region. The exercise of this right will be in accordance with the rules and procedures set out in the Framework Agreement and subject to a maximum of 20% of the value of services awarded under this Framework Agreement.

4. PERFORMANCE REVIEW, TERMINATION AND PROMOTION

- 4.1 On completion of each Call-Off Contract, the Participant concerned must collate and provide to the HSE the information required for the HSE to review that Participants' overall performance for the subject contract according to the attached Performance Measurement Table. The HSE may review Participants' performance of their Call-Off Contract and the Framework Agreement at the end of each year of the Framework Period (or at any time during the Framework) according to the attached Performance Measurement Table.
- 4.2 If a Participant has reached 'Failure Level 1' for any indicator according to the attached Performance Measurement Table, the HSE may give that Participant a written Warning Notice and may exclude that Participant from the award of further contracts under the Cascade system and/or from Mini Competitions until the Participant has demonstrated to the HSE's satisfaction that it has implemented steps to redress the problem.
- 4.3 If a Participant
- receives two Warning Notices during the Framework Period or
 - has reached 'Failure Level 2' for any indicator according to the attached Performance Measurement Table

The HSE may suspend that Participant's Framework Agreement.

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- 4.4 If a Participant is suspended under a Framework Agreement, it will also be suspended under all other HSE frameworks for design team and/or consultancy services. For the avoidance of doubt the suspension of a Participant will not affect any ongoing Call-Off Contract with that Participant unless in the HSEs sole opinion that Call-Off Contract has become unworkable.
- 4.5 In addition to the overall contract performance review, in accordance with the HSE Capital Projects Manual & Approvals Protocol as part of the operation of every 'Call-Off' Contract, the HSE will review the performance of the participant at the conclusion of each project stage and/or project milestone. Refer to the attached sample Performance Monitoring – Design Consultants form below.
- 4.6 The HSE may give each Participant details of the result of its annual performance review, and of the average results for each item and the average overall score.
- 4.7 The HSE may use the information collated for the above performance measurement (or any other information lawfully accessible to the HSE) to carry out a performance assessment of the consultant for future reference (Standard Conditions of Engagement for Consultancy Services, Clause 2 – Performance).

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Performance Measurement Table

(refer to Sections 4.1, 4.2 and 4.3 above)

Nr.	HSE's Objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
1	Timely delivery of Consultancy Service.	Meeting the performance periods for service delivery Submittal of deliverables (Total no. of deliverables issued on time/ Total no. of deliverable issued) x 100	Quarterly	Substantive delays in delivery of specified milestones. Failure to issue at least 95% of deliverables on time	Continuous non-delivery of service. Failure to issue at least [80%] of deliverables on time
2	Quality of service (Compliance with Brief)	Compliance with the Brief and associated published guidance.	At each specified milestone and on substantial completion.	Substantive non-compliance with brief/guidelines.	Substantive non-delivery of brief requirements at substantial completion.
3	Quality of Service (Meeting Objectives)	Satisfactory delivery of the Service Stages set out in each 'Call-Off' contract and attainment of the Client's services objectives.	At each specified milestone and on substantial completion.	Planning Permission(s) and other regulatory / statutory approvals with significant Conditions or significant unresolved issues. Substantive cost or area overruns.	Refusal of Planning Permission(s) and other regulatory / statutory approvals and significant unresolved issues. Substantive post-contract cost overruns.
4	Quality of Service (Accuracy and Usability)	Work completed is usable and accurate	At each specified milestone and on substantial completion.	Minor inaccuracies in work Work requires minor revisions, clarifications	Significant inaccuracies in work Works are not usable or requires

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				and/or minor intervention from the HSE Work is not in the required format	significant revision or intervention from the HSE Work does not meet industry standards Work neglects to take account of other design team members and stakeholders
5	Quality of Service (Advice)	Quality of Advice	At each specified milestone and on substantial completion.	Minor inaccuracies or errors in advice provided by the Consultant Failure of Consultant to proactively provide advice included within the scope of the relevant contract	Major inaccuracies or errors in advice provided by the Consultant Advice provided by unqualified persons or which fails to bring risks to attention of the HSE Consultant consistently fails to provide advice, which is included within the scope of the relevant contract.
6	Quality of Services (Completeness Post Contract)	Completeness	At each specified milestone and on substantial completion.	Minor delays in resolving design issues Minor delays in approval of submittals	Significant delays in resolving design issues Significant delays in approval of submittals

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4	Competitive tendering process	Participation in a competition for a 'Call-Off' contract	Over a 9 month period	Failure to submit a <i>bona fide</i> Tender following confirmation of willingness to provide one on more than one occasion	Repeated failure to submit a <i>bona fide</i> Tender following confirmation of willingness to provide one on more than two occasions
5	Effective Communication (Responsiveness and Understanding)	Responsiveness to HSE and Understanding of HSE needs	Over a 9 month period	Failure to respond to HSE requests within [two weeks] Failure to notify the HSE of a project issue within a reasonable period of time Failure to understand HSE needs and outputs	Repeated failure to respond to HSE requests within [two weeks] or failure to response to any one request within [four weeks] Repeated failure to notify the HSE of project issues within a reasonable period of time Repeated failure to understand HSE needs and outputs
6	Effective Communication (at meetings)	Attendance and conduct at meetings	Over a 9 month period	Failure to attend a HSE meeting without advance notice, or refusal to attend two or more consecutive meetings with the HSE Failure to provide	Failure to attend two or more consecutive HSE meetings without advance notice, or refusal to attend three or more consecutive meetings with the HSE

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				constructive input at two or more meetings or workshops	Failure to provide constructive input at four or more meetings or workshops
7	Effective Communication (Tone and Format)	Tone and Format of Communication	Over a 9 month period	Failure to communicate to the HSE in the requested format or system on two or more occasions. Unprofessional communication with the HSE.	Failure to communicate to the HSE in the requested format or system on four or more occasions Continued unprofessional communication with the HSE after receiving advance warning
8	BIM Completeness	Completeness of BIM Model (Model Federated (Yes/No) + Adherence to BIM standards (Yes/No))	Annually	Minor failure to meet required standard	Significant or repeated failures to meet required standard

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Sample Project Stage Performance Monitoring Form

(Refer to section 4.4 above)

Purpose: To introduce a proactive system for the ongoing monitoring of performance of Design Consultants whilst providing opportunities to respond and improve performance where necessary.

To be completed when processing final stage payments to individual Consultants

Estates Office:

Project Title:

IO Number:

Project Description:

HSE Directorate:

Design Consultant:

Date of Appointment:

Project Stage:

Invoice Number:

Invoice Date:

Total Amount due:

	1-3	3-4	5-8	9-10
Criteria - <i>see overleaf</i>	Unacceptable	Poor	Good	Excellent
Quality				
Time				
Communications				
Quality Control				
Technical Skills				
Manpower				
Technical Equipment				
Dispute Resolution				
OVERALL SATISFACTION:				
OVERALL TOTAL:				

Payment recommended		(Project Manager)
Payment approved		(Estates Manager)
Any additional comments / actions recommended:		
Summary of Performance for this stage:		

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Sample Performance Monitoring Form – Detailed Criteria Descriptions

Quality	Quality of outputs re scope of services
Time	The degree of adherence to the Performance Periods for delivery of service from 'permission to start' as set out in the Schedule B Stage Schedule B Stage Technical Services of the Standard Conditions (COE 1).
Co-operation	Whether the consultant supported reciprocal co-operation for the Contract purposes as specified under clause 8 of the Conditions of Engagement
Communications	Whether all communications with the consultant were interpreted purposefully by the consultant, having regard to the Contract's purposes as required by clause 6 of the Standard Conditions (COE 1)
Quality Control	QA Processes / Health & Safety
Technical Skills	Consistency of performance / technical skills application
Manpower	Resourcing of project and calibre of personnel as per the consultant's qualitative submission at tender stage.
Technical Equipment	Use of BIM / Other Software
Dispute Resolution	Consultants will be expected to provide all reasonable assistance to the HSE and any applicable Framework Client in relation to any dispute with a contractor where the Consultant is or has been involved in the project where that dispute arose.

[End – Framework Agreement]

FRAMEWORK RULES

APPENDIX 1

(Form of Call-Off Request)

To:

Framework Participant	[•]
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Issue Date	[•]
Project Value (€)	[•]
Contracting Authority/Framework Client	[•]
Project Description	[•]
Call-Off Contract Documents	[•]
Applicable Rates for Services	Fixed as per tendered rates.
[Date for Commencement:]	[•]
Person responsible for co-ordinating Call-Off Request on behalf of Contracting Authority/Framework Client	[•]
[•]	[•]
[•]	[•]

APPENDIX 2

FRAMEWORK RULES

(Form of Services Contract)

[COE1 - Standard Conditions of Engagement for Consultancy Services (Technical)]

CURRENT AT TIME OF TENDER AWARD BOTH INITIAL PROJECT AWARD AND ANY SUBSEQUENT 'CALL-OFF' PROJECTS

FRAMEWORK RULES

APPENDIX 3

(Insurance)

INSURANCES WILL BE IN LINE WITH THE THRESHOLDS SET AT FRAMEWORK FORMATION STAGE FOR EACH OF THE FRAMEWORK CATEGORY TYPES AND FRAMEWORK LOTS/DISCIPLINES BOTH FOR THE INITIAL PROJECT FORMING THE FRAMEWORK AND SUBSEQUENT 'CALL-OFF' PROJECTS

Insurance Type		Required Value €
	Employer's Liability	€13,000,000 each and every claim / unlimited in the period
	Public Liability	€6,500,000 each and every claim / unlimited in the period
	Professional Indemnity	€6,500,000 on an 'each and every' claim basis for six (6) years after completion of the works in respect of the services provided

The Contracting Authority's preferred option for Professional Indemnity Insurance (PII) by Principal Service Providers and Specialist Skills Providers, as required, is cover on "Each and Every" claim basis. Unless a preferred Tenderer cannot attain PII at the date of the Contract being formed by the acceptance of their tender (this tender forming the framework or Call-Off competition or Mini-competition) then cover on an Annual Aggregate basis will be acceptable on the understanding that the Framework Participants shall monitor the EU and UK market at no longer than yearly intervals to establish whether (a) the 'Each and Every' Insurance, or (b) better cover than the cover in place at the later of the date of the Contract formed by the acceptance of the Tender (initial tender forming the framework or call-off competition or mini-competition) or the latest relevant annual renewal, can be obtained at the Increased Premium Rates; and if the "Each and Every" Insurance (a) becomes available to the Tenderer at the Increased Premium Rates or (b) is not available (or not available at the Increased Premium Rates) but better cover than the Annual Aggregate Insurance in place at the later of the date of the Contract formed by the acceptance of this Tender forming the framework (or Call-Off competition or Mini-competition) or the latest relevant annual renewal becomes available at the Increased Premium Rates, such cover shall immediately come into effect (subject to the Contracting Authority's prior approval and such approval not being unreasonably withheld or delayed) and the preferred Tenderer shall notify the Contracting Authority within seven (7) days that such cover has been effected.