



Trinity College Dublin

Coláiste na Tríonóide, Baile Átha Cliath

The University of Dublin

Framework Agreement

For

**Multi -Supplier Framework Contracts for the Supply of
Electrical Consumables & Components to The University of
Dublin, Trinity College Dublin.**

TCD-26-C2211



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THIS FRAMEWORK AGREEMENT is made on **01st September 2025**

BETWEEN

The Employer: Trinity College Dublin, the University of Dublin

Principal office of Employer: College Green, Dublin 2

AND

The Supplier:

Principal office of Supplier:

SIGNED on behalf of the Employer by:

In the presence of:

SIGNED by the Framework member:

In the presence of:

The Framework member has been appointed as a Framework Member. The Framework ranking is:

- 1.
- 2.
- 3.
- 4.

This framework agreement is formed by the Employer's written notification to the suppliers of their inclusion in the Framework and is made on the date of that notification.

Whereas:

- A. The Employer requires Supply of Electrical Consumables & Components as set out in the tender documents, funded by the Contracting Authority and have decided to procure these services under a multi-operator 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 Framework member to be a party to this multi-operator framework agreement (this **“Agreement”** which, for the avoidance of doubt, includes the Framework Rules and the Schedules) together with a number of other Framework members (each a **“Participant”**).

THE EMPLOYER AND THE FRAMEWORK MEMBER AGREE as follows:

1. Framework

- 1.1 The Framework member and other Participants are part of a framework for the provision of Supply of Electrical Consumables & Components to the Employer.
- 1.2 If, during the Framework Period defined in the attached Framework Rules, the Employer needs the Supply of Electrical Consumables & Components as described in the Framework Rules, the Employer may procure the work by awarding contracts (Goods Contracts) according to the attached Framework Rules. The Employer may also procure the work in other ways and does not guarantee that any work will be procured under this agreement.

2. ‘Call-Off’ Contracts

- 2.1 If the Framework member is selected for any work according to the attached Framework Rules, the Employer and Framework member agree to enter a ‘Call-Off’ Contract in the terms established under this agreement.
- 2.2 ‘Call-Off’ Contracts will be on the following terms:
 - TCD Purchase Orders for goods below €1,500.
- 2.3 ‘Call-Off’ Contracts awarded within the Framework Period may extend beyond the expiry date of the Framework Agreement.
- 2.4 The award of any Call-Off Contract shall be subject to satisfaction by the Framework member of the following conditions precedent:
 - Confirmation that the insurances required for that Call-Off Contract are in place;
 - Provision of evidence satisfactory to the Employer that the Framework member holds a Tax Clearance Certificate in accordance with Clause 4 of this Agreement;
 - Letter of Undertaking from Parent Company or Supporting Company regarding availability of their resources to the Tenderer (if relevant) on supporting entity’s letterhead and duly signed;
 - 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-Contractors, if relevant, duly completed and signed; and
 - Evidence of compliance with any other legal requirements as may be required.

3. Communications

- 3.1 The Framework member's contact person and e-mail address for communications with the Employer in relation to this agreement and 'Call-Off' Contracts is as stated in the tenderer's Tender submission for inclusion on the Framework.

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

- 3.2 The Employer's contact person for communications with the Framework member in relation to this agreement is as stated in the Tender documents for the Framework. The Employer may change these details by notice [including e-mail] to the Framework member.

4. Tax Clearance Certificate

- 4.1 At all times during the Framework Period, the Framework member must hold a valid tax clearance certificate issued by the Revenue Commissioners.

5. Performance Measurement

- 5.1 The Employer will review, on a continuous basis, the Framework member's performance according to the attached Framework Rules, the Performance Measurement Table and the Key Performance Indicators (KPIs) as established and agreed between the Framework member and the Employer at project initiation and at the start of each project stage. The Framework member must support the Employer in establishing these KPIs and must provide any information required by the Employer to facilitate this process.

6. Confidentiality

- 6.1 All documents issued, and information given to the Framework member must be treated as confidential by the Framework member and by any third parties (including sub-contractors) engaged or consulted by the Framework member, except as necessary to perform the Framework member's obligations under this agreement or a 'Call-Off' Contract or to comply with the law.
- 6.2 The Framework member's obligations under this clause are perpetual, and this clause survives termination of this agreement.

7. Termination

- 7.1 The Employer may terminate this agreement by written notice to the Framework member for any of the following:
- if a 'Call-Off' Contract with the Framework member is terminated;
 - in accordance with the attached Framework Rules;
 - if the Framework member is found to be in breach of this agreement;
 - without cause, if the Employer also terminates its agreements with the other Participants in the Framework; and
 - where there has been any material adverse change to the information provided by the Framework member prior to appointment to this Agreement.

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

7.3 The Framework member is not entitled to any payment/reimbursement in the event that this agreement is terminated.

8. Limitation on Liability

8.1 Neither the Framework member nor the Employer 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 Employer and the Framework member about its subject matter. Neither the Employer nor the Framework member 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 Employer and the Framework member.

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

FRAMEWORK RULES

1. The Framework

- 1.1 The Employer, as defined in paragraph 1 of the Agreement, has established a multi-operator framework for the provision of Property Valuation and Advisory Services as specified in the Tender documents and the Employer's written notification to the Framework member of their inclusion on the list of Participants in the Framework.

The framework consists of a Framework Agreement between the Employer 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, (the Framework Period), the Employer needs the Supply of Electrical Consumables & Components as described in rule 1.1 above, the Employer may procure it by awarding 'Call-Off' Contracts according to these rules. The Employer may also procure the services in other ways and does not guarantee that any services will be procured under this Framework Agreement.

- 1.3 The Framework Period will be for a maximum period of four (4) years.

2. Participants

- 2.1 A Participant, whose Framework Agreement has been terminated will no longer be considered a Participant under these rules.

3. Mechanism for Award of 'Call-Off' Contracts

- 3.1 The following mechanisms will be utilised by the Employer in the award of 'Call-Off' Contracts.

A. Direct Drawdown

Where the Employer has a requirement up to and not exceeding the value of €1,500 (ex-Vat), these works will be offered by cascade arrangement, This will be offered in strict rotation to all framework members, Framework member 1 offered the first requirement, Framework member 2 offered the second requirement etc. etc, when the 4th requirement is fulfilled it will revert back to Framework Member 1 for the next requirement,

B. Mini-Competition

Where the Employer has a requirement exceeding the value of €1,500 (ex-Vat), the Employer will conduct a mini competition between all Participants on the Framework. The submissions will be evaluated against the award criteria and the Participant identified as the Most Economically Advantageous Tenderer will be awarded the contract.

C. Random Selection

Where the Employer cannot define the scope of service required and wishes to procure services at The Employer may select a framework participant by assessing the factors above to shortlist the participant(s) capable of performing the required service/task AND

1. Selecting the participant who tendered the lowest cost for the requested notional hours in the Framework's Pricing Schedule: OR

2. By Rotation: OR

3. By Random Selection: OR

4. Selecting the participant who is best suited to provide the particular task

i. Request an estimate of resource hours required for the Task

ii. Apply the Participant's tendered rates

The Random Selection procedures above will be independently monitored and verified by a third party within TCD.

3.2 When the Employer decides to procure services under any of the mechanisms A, B or C, each Participant will be issued with a written invitation to tender and the relevant contract terms.

4. Method of Shortlisting Participants for Call-Off Contracts

4.1 In shortlisting / assessing whether a Participant is capable of performing the relevant call-off contract, TCD will have regard to the following factors:

- The Participant's specialist skills and/or works experience as demonstrated in their tender;
- The Performance Capacity of the Participant:
 - where it is currently performing works under the Framework or otherwise.
 - where it is applying for more than one project or to provide more than one service.
- The performance level and standard of services provided by the Participant.
- Such other factors as the TCD considers appropriate in assessing whether any framework member shall be invited to tender for a particular 'Call-Off' contract.

5. Invitation to Tender

5.1 Following the application of the mechanism to award a Call-Off Contract as set out under Rule 3, an invitation to tender will be issued to the selected Participants via their primary contact.

The invitation will include the relevant contract terms and details of the required services. The invitation will fix a time limit for Participants to send in tender responses taking account of such factors as the complexity of the subject-matter of the 'Call-Off' Contract.

Participants wishing to be considered for a Services Contract must submit a tender complying with the invitation to tender.

Tenders must propose resources (including key persons) that are consistent with the Participant's tender proposal for its Framework Agreement or subject to the approval of TCD, other suitably and matching qualified and experienced personnel.

6. Award Criteria for 'Call-Off' Contracts

6.1 Where the Employer can define the scope of the service required, the following award criteria may be applied;

1. Supply Capability & Capacity: – [criteria weighting may range between 0-70%].
2. Price – [criteria weighting may range between 0-100%].

6.2 Where the Employer cannot define the scope of service required and wishes to procure services, the tendered framework rates will be used.

6.3 The indicative award criteria listed above are not in order of importance. The Employer may stipulate different weightings for each Call-Off Contract, depending on the service requirement, and will indicate the weightings in the invitation to tender for the relevant contract.

7. Performance Review, Termination and Promotion

7.1 The Employer will review, on a continuous basis, the Framework member's performance according to the Key Performance Indicators (KPIs) as established and agreed between the Framework member and the Employer at project initiation. The Framework member must support the Employer in establishing these KPIs and must provide any information required by the Employer to facilitate this process. Project / Stage KPIs may include:

1. Agreed management and personnel resources to be provided.
2. Dates to produce key studies, reports or other documents.
3. Agreed scope and quality of studies, reports or other documents.
4. Accuracy of Information.
5. Attendance at Client and DT meeting.
6. Timely Issue of regular progress reports
7. Any other issue considered relevant to the project in hand.

7.2 If the Employer establishes at the End of Stage review between the Participant and the Employer that the Participant has failed to achieve the pre-agreed and planned stage KPIs, the Employer may issue a Warning Notice and suspend the Participant from further call-off competitions pending the Participant reaching agreement with the Employer that he/she has adequately addressed the deficiencies leading to the KPI failures.

7.3 If a Participant receives two Warning Notices during the Framework Period, the Employer may terminate that Participant's Framework Agreement.

8. Material Change to Tender

8.1 As part of the invitation to submit a tender for a 'Call-Off' contract or at any stage during the Framework Period, the Employer 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 Employer, acting in its sole discretion. To the extent that the Employer considers there has been a material adverse change, the Employer 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.