

Framework Agreement
for
Construction Work

Department of Finance

Public Works Framework Agreement
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Government Buildings
Upper Merrion Street
Dublin 2.

Agreement¹

THIS FRAMEWORK AGREEMENT is made on 00/00/2026 BETWEEN

<i>The Employer</i>	Clare County Council
<i>Principal office of the Employer:</i>	Áras Contae an Chláir, New Road, Ennis, Co.Clare V95 DXP2

AND

<i>The Contractor:</i>	
<i>Registered office of Contractor:</i>	

THE EMPLOYER AND THE CONTRACTOR AGREE as follows:

1. **Framework**

- 1.1 The Contractor and other Participants named in the attached Framework Rules are part of a framework for the Contractor and those other Participants to do construction work for the Employer.
- 1.2 If, during the **Framework Period** defined in the attached Framework Rules, the Employer needs construction work as described in the Framework Rules, the Employer may procure the work by awarding contracts (**Works Contracts**) according to the attached Framework Rules. Employers may also procure the work in other ways, and does not guarantee that any work will be procured under this agreement.
- 1.3 This framework is to be used on regional and local roads.

2. **Works Contracts**

- 2.1 If the Contractor is selected for any work according to the attached Framework Rules, the Employer and Contractor agree to enter a Works Contract in the terms established under this agreement.
- 2.2 Works Contracts will be on the terms of either the Short Contract for Public Building and Civil Engineering Works (PW-CF6) (the "Short Form Contract") or the Contract for Minor Building and Civil Engineering Works designed by the Employer (PW-CF5) in the version current at the latest date for submission of tenders for the Works Contract in accordance with the attached Framework Rules, and as completed by the Employer and the Contractor according to the attached Framework Rules.
- 2.3 The Employer may also during the course of the framework seek to engage and award a pavement maintenance contract. This may be let under either of the above referenced works contracts or the Public Works Term Maintenance and Refurbishment Works Contract (PW-CF11). This will involve pavement maintenance for a certain period. In such a scenario all details will be provided at the applicable call off contract stage.
- 2.4 Works and Maintenance Contracts awarded within the Framework Period may be for the performance of works that continue after that period.

3. Communications

- 3.1 The Contractor's contact person for communications with the Employer in relation to this agreement and Works Contracts is:

<i>Name of Contractor's contact person</i>			
<i>Address</i>			
<i>Telephone</i>		<i>Mobile phone</i>	
<i>Fax</i>		<i>eMail</i>	

If that person (or any subsequent replacement) is no longer able to fulfil the role, the Contractor must promptly appoint a replacement and notify the Employer of the new contact person.

- 3.2 The Employer's contact persons for communications with the Contractor in relation to this agreement is:

<i>Name of Employer's contact person</i>			
<i>Address</i>	Áras Contae an Chláir, New Road, Ennis, Co.Clare V95 DXP2		
<i>Telephone</i>	+353 16463600	<i>Mobile phone</i>	
<i>Fax</i>		<i>eMail</i>	

The Employer may change these details by notice to the Contractor.

4. Tax Clearance Certificate

At all times during the Framework Period, the Contractor must hold (and must ensure that any sub-contractor holds) a valid tax clearance certificate issued by the Revenue Commissioners.

5. Performance Measurement

- 5.1 On completion of each Works Contract, and other times requested by the Employer, the Contractor must collate and give the Employer the data necessary to demonstrate compliance with the performance indicators listed in the attached Performance Measurement Table.
- 5.2 The Employer may review the Contractor's performance according to the attached Framework Rules and Performance Measurement Table. The Contractor must provide any information required by the Employer for this.

6. Confidentiality

- 6.1 The Contractor must not disclose to anyone:
- official information subject to the Official Secrets Act 1963 as amended;
 - other information that an Employer notifies the Contractor is confidential; except as necessary to perform the Contractor's obligations under this agreement or a Works Contract or to comply with the law.
- 6.2 The Contractor's obligations under this clause are perpetual, and this clause survives termination of this agreement.

7. **Termination**

- 7.1 The Employer may terminate this Framework Agreement by written notice to the Contractor:
- a. if a Works Contract with the Contractor is terminated or
 - b. according to the attached Framework Rules or
 - c. if the Contractor breaks this agreement or
 - d. if any statement made by the Contractor in connection with the procedure by which this agreement was awarded to the Contractor was untrue when made or subsequently ceases to be true or
 - e. without cause, if the Employer also terminates its agreements with the other Participants listed in the Framework Rules
- 7.2 Termination of this agreement does not affect any Works Contract already entered.
- 7.3 The Contractor is not entitled to any payment because this agreement has been terminated.

8. **Limitation on liability**

Neither the Contractor 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 Works Contract.

9. **This Agreement**

10.1 Neither party may assign rights under this agreement.

10.2 This, and any Works Contracts, are the entire agreement between the Employer and the Contractor about its subject matter. Neither the Employer nor the Contractor has relied on any agreement, understanding, or statement that is not written or inferred to in this agreement.

10.3 This agreement can only be changed in writing, signed by authorised representatives of the Employer and the Contractor.

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

SIGNED by the Employer and the Contractor on the date at the top of this agreement

Signed on behalf of the Employer:

*Signature of person authorised
to sign contracts on behalf of
the Employer:*

Signed on behalf of the Contractor:

*Signature of person authorised
to sign contracts on behalf of the
Contractor:*

Framework Rules

1. The Framework

1.1 *The Employer* Clare County Council

has established a framework for the procurement of construction work in relation to

Framework Agreement for Pavement Repair, Renewal and Associated Minor Works on National Secondary Roads in County Clare

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

1.2 If, during the period

starting on 00/00/2026

and ending on 00/00/2026

(the "**Framework Period**"), any Employer needs construction work as described in rule 1.1 above, the Employer may procure it by awarding **Works Contracts** according to these rules. The Employers may also procure the work in other ways, and do not guarantee that any work will be procured under these rules.

The Framework Period may, at the discretion of the Employer, be extended for a period of up to a further 12 months from the date when this Framework Agreement would otherwise have expired, by notice in writing from the Employer to the Contractor.

2. Participants

2.1 The Participants in the Framework are listed below.

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

3. Call off by competition

- 3.1 When an Employer decides to procure works under these rules, the Employer will send each Participant a written invitation to tender. The invitation will be sent by email to each Participant's current email address as given in or notified under its Framework Agreement. The invitation will include a draft Works Contract, based on the Short Contract for Public Building and Civil Engineering Works (PW-CF6) or the Contract for Minor Building and Civil Engineering Works designed by the Employer (PW-CF5) with the schedule completed by the Employer in its discretion, including details of the required Works. The invitation 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 Works Contract and the time needed to send in tenders.
- 3.2 The award process for Works Contracts tendered pursuant to the Framework Rules will be conducted in accordance with these rules and any procedures stated in the invitation to tender for the Works Contract. It may include an electronic auction.
- 3.3 Participants wishing to be considered for a Works 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.
- 3.4 The award criteria for Works Contracts awarded under a procedure initiated under this Rule 3 will be as follows:

Lowest Price only (100%) subject to the following:

- a. The Contractor's rates submitted in the tenderer's Pricing Submission for the Framework (tender rates) are referenced/included as Appendix 1 to this Framework and shall be fixed as the ceiling rates for these works items applying over the initial 12 months of the Framework Agreement only.

For the avoidance of doubt, participants may in any award process submit prices that are lower than or equivalent to the corresponding prices submitted for admission to the Framework Agreement;
- b. Works Proposals in tenders for Works Contracts must be consistent with the Contractor's Quality Submission that was submitted with their tender for the framework competition (The Quality Submission for the framework competition is referenced/included as Appendix 2 to this framework the personnel put forward in the works proposals must be consistent with the key persons (as defined in Rule 3.3 above), and
- c. Works Proposals in tenders for Works Contracts must propose to dedicate to the Works resources (including key persons) that are consistent with the Contractor's Suitability Assessment Submission for the framework competition (Resources including key persons are referenced/included as Appendix 3 to this framework
- d. The Contractor is not permitted to sub-contract the installation of any bituminous road surfacing materials under any contract awarded under this framework agreement
- e. The Contractor's tender for Works Contracts is consistent with the requirements of the tender for the Works Contract and of this Framework Agreement including any commitments provided in the Form of Tender (referenced/included as Appendix 4 to this framework) and any items that could be relevant in the Letter of Acceptance (referenced/included as Appendix 5 to this framework)
- f. the Employer is satisfied that the Contractor can adequately resource the Works Contract so that it can be performed to the standard and within the timeframe required by the Employer.
- g. The Contractor fulfils conditions precedent such as;
 - production of required insurances
 - production of appropriate Tax Clearance Certificate
 - accepting to undertake the role of Project Supervisor for the Construction Stage (where required)
 - securing of bond (where required) - that the Contractor's Framework Agreement has

not been terminated and that the contractor remains an eligible Participant.

- the Contractor is not being wound down or gone into bankruptcy or that the Contractor has not recently committed an offence such as fraud, corruption, money laundering and participation in a prescribed organisation which would lead to mandatory exclusion

3.5 The Employer envisages there may be a requirement for emergency repairs to be carried out during the life of this framework agreement. The Employers may notify the framework participants via the agreed communication method (email) and include a summary of repairs required. This may be accompanied with photographs of the damage or any associated repair works for which the Employers will specify a short timescale within which a response is required to provide a quote for completing these works immediately or at a time as agreed between the parties.

3.6 Notwithstanding clause 3.1 to 3.5 above, the Employer may proceed under this Rule 3.6. The Employer reserves the right to directly award a Call-off contract to a particular Framework Participant in the following circumstances:

- a) Where the estimated value of services required for any particular Call-off contract is €50,000 (or less (excluding VAT), the Employer reserves the right to directly award such Call-off contract to the Framework Participant whose tender was identified as the most economically advantageous tender in the competition for the award of this Framework Agreement (the "First Ranked Participant").
- b) Where the Employer is satisfied that only one Framework Participant is capable of providing the relevant services, the Employer reserves the right to directly award the relevant Call-off contract to such Framework Participant. This may arise, for example:
 - i. where competition is absent for technical reasons (for example, where only one Framework Participant has the necessary experience, personnel or resources);

Where the Employer proceeds under this clause 3.6(b), the Employer must be satisfied that there is no reasonable alternative or substitute for the required services and the absence of competition is not the result of artificial narrowing down of the competition.

- c) Where the Employer has run a mini-competition for a particular Call-off contract, and where that mini-competition has returned no tenders, or only unsuitable or unacceptable tenders, the Employer reserves the right to directly award such Call-off contract to the First Ranked Participant provided that the conditions of the call off contract are not substantially altered;
- d) Where for reasons of extreme urgency (not attributable to the Employer, and unforeseeable by the Employer), a mini-competition cannot be run in respect of a Call-off contract, the Employer reserves the right to directly award such Call-off contract to the First Ranked Participant;

Where, by virtue of this section 3.6, the Employer would be entitled to directly award a Call-off contract to the First Ranked Participant, this option will be extended to the next ranked Framework Participant (and so on) should the First Ranked Participant be unable or unwilling to provide the Services for any reason (including by virtue of a conflict of interest,). The Employer may continue such process with each Framework Participant in accordance with their ranking until either the Services are awarded, or the process conducted under this Clause 3.6 is abandoned by the Employer.

The Employer reserves the right to publish a contract award notice where it directly awards a call-off contract under clause 3.6.

4. **Performance Review, Termination and Promotion**

- 4.1 On completion of each Works Contract the Participant must collate and provide information to the Employer the information required for the Employer to review the Participant's performance according to the attached Performance Measurement Table. The Employer may review Participants' performance of their Works Contracts and the Framework agreement at the end of each year of the Framework Period, 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 Employer may give that Participant a written Warning Notice and may exclude that Participant from further competitions until the Participant has demonstrated to the Employer's satisfaction that it has implemented steps to redress the problem.
- 4.3 If a Participant
 - a. receives two Warning Notices during the Framework Period; or
 - b. has reached "Failure Level 2" for any indicator according to the attached Performance Measurement Tablethe Employer may terminate that Participant's Framework Agreement.
- 4.4 The Employer may give each Participant details of the results of its annual performance review.

Performance Measurement Table

No	Employer's objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.3)	Failure Level 2 (Rule 4.4)
1	Timely commencement of works	Failure to commence Works on Site within the time specified by the Works Contract and/or make continuous and progressive programme progress on site.	Substantial completion of Works Contract	Failure to start on time on 2 projects	Failure to start on time on 3 projects
2	Timely completion of Works	Failure to achieve substantial Completion of the Works by the Date of Completion of the Works in accordance with the Contract	Substantial completion of Works Contract	Failure to complete within the Time for Completion on 2 projects	Failure to complete within the Time for Completion on 3 projects
3	Control & Management of Traffic at Roadworks	Failure to adequately control and manage traffic at roadworks site by implementing Works Proposals and Chapter 8 of the Traffic Signs Manual	At any time during the Works Contract	One non-compliance	Two non-compliances
4	Timely submission of information required by the Employer	Failure to submit information within time specified in the Works Contract	Substantial completion of Works Contract	Failure to timely submit information on 2 Works Contracts within the period specified	Failure to timely submit information on 3 Works Contracts within the period specified
5	Compliance with role of Contractor and PSCS in accordance with the Safety, Health & Welfare at work (Construction) Regulations 2013	Failure to fully implement the role of Contractor and PSCS in accordance with the Safety, Health & Welfare at work (Construction) Regulations 2013	Substantial completion of Works Contract	Failure to control and manage on 1 project	Failure to control and manage on 2 projects
6	Completion of works to the quality and standard described in the Works Contract	Non-compliance with works requirements	At completion of Works Contract	One non-compliance	Two non-compliances

No	Employer's objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.3)	Failure Level 2 (Rule 4.4)
7	All bituminous road surfacing materials installed by the Framework Contractor's own competent road surfacing crew(s) onsite	Failure to utilise the Framework Contractor's own competent road surfacing crew(s) to install bituminous road surfacing materials on any contract under this framework.	Substantial completion of Works Contract	Failure to utilise the Framework Contractor's own competent road surfacing crew(s) to install bituminous road surfacing materials on 1 project	Failure to utilise the Framework Contractor's own competent road surfacing crew(s) to install bituminous road surfacing materials on 2 projects
8	Traffic Management compliance	Major Non conformance	At any time during the Works Contract	Two non-compliances	Four non-compliances