



Bonneagar Iompair Éireann
Transport Infrastructure Ireland

TII492 Intelligent Transport Systems (ITS) - Equipment Supply and Installation Framework - Generation 2 - Lot 2

Volume D: Framework Agreement

June 26

Contents

Agreement	1
Framework Rules	5
Performance Measurement Table	7
Schedule 1: List of Local Authorities	11
Schedule 2: Deed of Adherence	12

Agreement

THIS **FRAMEWORK AGREEMENT** is made on _____ **BETWEEN**

<i>The Employer:</i>	Transport Infrastructure Ireland
<i>Principal office of the Employer:</i>	Parkgate Business Centre, Parkgate Street, Dublin 8, D08 DK10, Ireland

AND

<i>The Contractor:</i>	
<i>Registered office of the 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 (Call-off 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. Note some Framework Agreement Call off contracts may be supply only.

2. Call-off 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 Call-off contract in the terms established under this agreement.
- 2.2 Call-off contracts will be on the terms of the PW-CF3, PW-CF5, PW-CF6, forms of Contract (for Works), or on the basis of a bespoke form of Contract

(for Supply) as completed by the Employer and the Contractor 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.

3. Communications

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

Name of Contractor's contact person			
Address			
Telephone		Mobile phone	
Fax		Email	

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

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

Name of Employer's contact person			
Address			
Telephone		Mobile phone	
Fax		Email	

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 a valid tax clearance certificate issued by the Revenue Commissioners.

5. Performance Measurement

- 5.1 On completion of each Call-off 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 as defined in the Official Secrets Act 1963 or
- other information that the Employer notifies the Contractor is confidential

except as necessary to perform the Contractor's obligations under this agreement or a Call-off 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 agreement by written notice to the Contractor:

- if a Call-off contract with the Contractor is terminated or
- according to the attached Framework Rules or
- if the Contractor breaks this agreement or
- 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
- 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 Call-off 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 Call-off contract.

9. This Agreement

- 9.1 Neither party may assign rights under this agreement.
- 9.2 This, and any Call-off 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 referred to in this agreement.
- 9.3 This agreement can only be changed in writing, signed by authorised representatives of the Employer and the Contractor.
- 9.4 This agreement is governed and to be construed according to Irish law.

10. General

- 10.1 Any Local Authority listed in Schedule 1 may at any time during the term of this Agreement become a party to the Agreement by entering into a Deed of Adherence in the form set out in Schedule 2 or a form substantially similar to that form (and the Employer shall be authorised to sign any Deed of Adherence for acceptance for each other party to this Agreement).
- 10.2 Without prejudice to clause 10.1, this Agreement can only be amended in writing, signed by or on behalf of the parties' authorised representatives.

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 Transport Infrastructure Ireland

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

TII492 ITS Equipment Supply and Installation Framework

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 the date of this Framework Agreement

and ending on Four years after the date of this Framework Agreement

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

2. Participants

2.1 The Participants in the Framework are listed below, in alphabetical order.

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

3. Call off Procedures

- 3.1 Framework call offs will be awarded through a proposed Call-Off Contract under clause 5 of the Conditions.
- 3.2 The award process will be conducted according to these rules and the procedures stated in the invitation to tender.
- 3.3 To be considered for a Call-Off Contract the Framework Participant must submit a tender complying with the invitation to tender. Tendered rates and prices must be no higher than those in the Pricing Document.

4. Performance Review, Termination and Promotion

- 4.1 On completion of each Call-off contract, the Participant concerned must collate and provide to the Employer the information required for the Employer to review that Participants' performance according to the attached Performance Measurement Table. The Employer may review Participants' performance of their Call-off 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
- 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 Employer may terminate that Participant's Framework Agreement.
- 4.4 The Employer 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.

Performance Measurement Table

No	Employer's Objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
1.	Progression of tender process and Contract Award	Failure to proceed or to provide a response to the Contracting Authority request for information in the time stated.	Duration of the Framework	Refusing to proceed with the award, or failure to provide a response to the Contracting Authority's request for information by the time stated by the Contracting Authority on one occasion.	Refusing to proceed with the award, or failure to provide a response to the Contracting Authority's request for information by the time stated by the Contracting Authority on two occasions.
2.	Timely Commencement of Works	Failure to commence works on site within the time specified by the Works contract	Duration of the Framework	Failure to start on one contract in compliance with notice period for that contract	Failure to start on two contracts in compliance with notice period for that contract
3.	Completion on Time	Progress and Contractor's level of resources	Duration of the Framework	Not completed Works within stated time of one Call-off contract	Not completed Works within stated time on two Call-off contracts

No	Employer's Objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
4.	Good Contract Management (including supervision, supply of information in a timely fashion)	<p>Specific instruction to Contractor to comply with contract Conditions</p> <p>or</p> <p>Request to Contractor to provide information (method statements or traffic management plans or risk assessments or CSCS cards (both sides) or Plant records (including RSA checks) or Tax Clearance Certificate or Completion of Project Supervisor for Construction Stage questionnaire or Registered Employment Agreement (Construction Industry Pensions Assurance and Sick Pay or, Insurance or AF2 form or details on subcontractors or CE marking for products or competency of TMP designer, etc.)</p>	Duration of the Framework	<p>Specific Instruction from Contracting Authority to Contractor not complied with on one occasion</p> <p>or</p> <p>Request by Contracting Authority to Contractor to provide information by the time requested not provided by time requested on two occasions</p>	<p>Specific Instruction from Contracting Authority to Contractor not complied with on two occasions</p> <p>or</p> <p>Request by Contracting Authority to Contractor to provide information by the time requested not provided by time requested on four occasions</p>

No	Employer's Objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
5.	Health and Safety	Specific instructions issued to contract to comply with H&S	Duration of the Framework	One Instruction issued	Two Instructions issued
6.	Traffic Management	Specific instruction issued by the Contracting Authority	Duration of the Framework	<p>Receives one notification of failure to adhere to traffic management design regulations or warning to improve</p> <p>or</p> <p>Receives more than one Instruction to rectify or improve Traffic Management Implement in a two-week period</p>	<p>Receives three notifications of failure to adhere to traffic management design regulations or warning to improve</p> <p>or</p> <p>Receives more than two Instructions to rectify or improve Traffic Management Implement in a four-week period</p>
7.	Safety File	Presence of all Safety File contents	Duration of Call-off contract	Not received within three months of work completing on site on one Call-off contract	Not received within three months of work completing on site on two Call-off contracts
8.	As-built & Documentation	Provision of all as-built documentation, configuration files, testing records and asset information	Duration of Call-off contract	Not received within three months of work completing on site on one Call-off contract	Not received within three months of work completing on site on two Call-off contracts

No	Employer's Objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
9.	Defects Resolution	Correction of all defects with the Works during the Defects Period for each Call-off contract	Duration of the Framework	Not undertaken within the Defects Period of one Call-off contract	Not undertaken within the Defects Period of two Call-off contracts

Schedule 1: List of Local Authorities

Local Authority
Carlow County Council
Cavan County Council
Clare County Council
Cork City Council
Cork County Council
Donegal County Council
Dublin City Council
Dun Laoghaire Rathdown County Council
Fingal County Council
Galway City Council
Galway County Council
Kerry County Council
Kildare County Council
Kilkenny County Council
Laois County Council
Leitrim County Council
Limerick City and County Council
Louth County Council
Longford County Council
Mayo County Council
Meath County Council
Monaghan County Council
Offaly County Council
Roscommon County Council
Sligo County Council
South Dublin County Council
Tipperary County Council
Waterford City and County Council
Westmeath County Council
Wexford County Council
Wicklow County Council

Schedule 2: Deed of Adherence