



Meath County Council
Comhairle Chontae na Mí

Framework Agreement

for

**Specialist Construction Tender Document Peer
Review Services**

July 2026

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Agreement

THIS FRAMEWORK AGREEMENT is made on**AMONG**

“Contracting Authority”	Meath County Council
<i>Principal place of business:</i>	Buvinda House, Navan, Co. Meath C15 Y291

AND

“Consultant”	
<i>Principal place of business:</i>	

Whereas

- A. Meath County Council may from time to time require certain Technical Consultancy services and have decided to enter into a single party framework agreement in respect of such services; and
- B. Meath County Council has selected the Consultant (a **“Participant”**) to be a party to this single party Framework Agreement (this **“Agreement”** which, for the avoidance of doubt, includes the Framework Rules and the Schedules).

MEATH COUNTY COUNCIL AND THE CONSULTANT AGREE as follows:

1. Framework

- 1.1 In consideration of the payment by Meath County Council of the sum of €1 (receipt of which is hereby acknowledged) and other good and valuable consideration, the Consultant hereby agrees to provide any of the services described in Schedule 1 hereto (the “**Services**”) if and when required by Meath County Council to do so, in accordance with the terms and conditions of this Agreement.
- 1.2 If, during the Framework Period defined in the Framework Rules, Meath County Council has a requirement for Services, it may procure the Services by awarding a contract (“**Call-Off Contract**”) on the basis of this Agreement in accordance with the Framework Rules. Meath County Council may also procure the Services in other ways, and Meath County Council does not guarantee that any Services will be procured under this Agreement.
- 1.3 From time to time, Meath County Council, its agent or assistant may carry out a review of the performance of the Consultant as set out in Section 12 hereunder and in the Framework Rules. The Consultant shall provide any information required for this review. Meath County Council may take any action it considers appropriate on foot of this review, including notifying the Consultant that it is no longer considered suitable for the provision of Services under this Agreement.

2. Call-Off Contracts

- 2.1 If the Consultant is requested to provide Services following the application of the Framework Rules, Meath County Council and the Consultant agree to enter into a Call-Off Contract.
- 2.2 Call-Off Contracts shall be on the terms of the Conditions of Contract set out in Schedule 2 or Conditions of Contract which provide Meath County Council with substantially the same protections as those Conditions.
- 2.3 Call-Off Contracts awarded within the Framework Period may be for Services that continue 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:
 - 2.4.1 confirmation that the insurances required for the Call-Off Contract are in place.
 - 2.4.2 provision of satisfactory evidence that the Consultant holds a Tax Clearance Certificate in accordance with Clause 4 of this Agreement; and

2.4.3 where requested by Meath County Council, confirmation that the Key Personnel set out in Schedule 4 will be carrying out the Services.

3. **Communications**

3.1 Notices or communications given pursuant to this Agreement may be given by ordinary pre-paid post or electronic mail and shall be sufficiently given if sent to the person and at the address or electronic mail address set out in this Clause 3.

3.1.1 Any notice or other communication shall be presumed (unless the contrary is proved) to have been duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and;

3.1.2 if delivered by hand, at the time of delivery to the addressee or its duly authorised agent;

3.1.3 if sent by pre-paid post, four (4) days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in this Agreement;

3.1.4 if transmitted by electronic means, on the date that is electronically recorded by the transmission.

3.2 The Consultant's contact person for communications or notices with Meath County Council for the purposes of this Agreement is:

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

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 (or person in a role which Meath County Council considers equivalent), and notify Meath County Council of the new contact person.

- 3.3 Meath County Council's contact person for notices or communications with the Consultant for the purposes of this Agreement is:

Name of Meath County Council's contact person	Mr. John McGrath (<i>or another designated nominee</i>)		
Address	Meath County Council, Buvinda House, Navan, Co. Meath, C15 Y291.		
Telephone	046 9097000	Mobile phone	
Fax		Email	jmcgrath@meathcoco.ie

Meath County Council may change these details by notice to the Consultant.

4. **Tax Clearance Certificate**

At all times during the Framework Period and until final payment has been made under any Call-Off Contract, the Consultant shall, and shall ensure that any sub-contractor shall, continue to hold a valid tax clearance certificate issued by the Revenue Commissioners.

5. **Personnel and Sub-Contracting**

- 5.1 With regard to the personnel identified in Schedule 4 (the "**Key Personnel**"):

- 5.1.1 The Consultant shall ensure that the Key Personnel identified in Schedule 4 deliver each Call-Off Contract, unless otherwise agreed with Meath County Council.
- 5.1.2 Entry into this Agreement by Meath County Council does not constitute acceptance that the Key Personnel are suitable for the roles assigned to them, nor does it relieve the Consultant of its duties or obligations under this Agreement or any Call-Off Contract.
- 5.1.3 The Consultant shall only be permitted to replace or supplement a member of the Key Personnel if it is necessary to do so due to that person's death, illness or incapacity or for other reasonable operational reasons, subject to prior approval (or, where relevant, any sub-contractor of the Consultant), in which case the Consultant shall submit to Meath County Council details of the proposed replacement or additional personnel and, subject to the consent of Meath County Council (which shall not be unreasonably withheld or

delayed), shall so replace or supplement the Key Personnel. Meath County Council shall be entitled to reject a proposed person on the grounds, inter alia, that they do not possess competence and experience equivalent to that required for the role and the requirements of the Contract.

If, in the opinion of Meath County Council, replacement personnel are not as experienced or qualified as the member of the Key Personnel being replaced, this may constitute a performance failure where it materially impacts the Consultant's ability to deliver the Services.

- 5.2 The Consultant may not validly sub-contract performance of any of the Services without the prior written consent of Meath County Council. Meath County Council reserves the right to approve the form of any proposed sub-contract before consent is given. Where Meath County Council consents to any sub-contracting of performance of any Call-Off Contract, such consent may be conditional upon the Consultant supplying Meath County Council with a validly executed collateral warranty in a form acceptable to Meath County Council at its sole discretion. The Consultant shall be responsible for the acts and omissions of any sub-contractors as if they were its own.

6. Confidentiality

- 6.1 For the purposes of this clause “**Confidential Information**” means all confidential information (including but not limited to information concerning business and marketing plans, end users, customers, suppliers, terms of business, services, intellectual property (owned or licensed), financial results, contractual arrangements or other dealings, transactions and affairs, reports and/or recommendations disclosed (whether in writing, orally or by any other means and whether directly or indirectly) by a party (the “**Disclosing Party**”) to another party (the “**Receiving Party**”) whether before or after the date of this Agreement.

Subject to Clause 6.2, during the Framework Period and at any time after the termination or expiry of this Agreement (for any reason) the Receiving Party:

- 6.1.1 may not use any Confidential Information for any purpose other than in the performance of its obligations under this Agreement;
- 6.1.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Clause 6.2 and
- 6.1.3 shall make every effort to prevent the use or disclosure of Confidential Information.

- 6.2 The Receiving Party may disclose information which would otherwise be Confidential Information if and to the extent that:
- 6.2.1 it is required by law;
 - 6.2.2 the Receiving Party can demonstrate that it has come into the public domain, otherwise than through a breach of this clause by the Receiving Party;
 - 6.2.3 it is required by existing contractual obligations of which the Disclosing Party is aware at the time of this Agreement;
 - 6.2.4 it is required by any securities exchange or regulatory or governmental body to which the Receiving Party is subject; or
 - 6.2.5 the disclosure is to the Receiving Party's professional advisers, auditors or banker; or to any of its directors, other officers, employees and sub-contractors (a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement; or
- 6.3 The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 6.4 The Consultant's obligations under this clause are perpetual, and this clause survives termination of this Agreement.

7. Termination

- 7.1 Meath County Council may terminate this Agreement with the Consultant by written notice to the Consultant if any of the following occurs:
- 7.1.1 the Consultant commits a material breach of any term or condition of this Agreement or fails to perform any obligation or responsibility hereunder, and if such breach is capable of being remedied, fails to remedy the breach within thirty (30) days of the notice given by Meath County Council requiring the Consultant to do so;
 - 7.1.2 any of the Consultant's warranties in Clause 9 are untrue;
 - 7.1.3 any of the following insolvency events occur:

- (a) a petition for the appointment of a liquidator to the Consultant is presented and is not dismissed within 10 working days of presentation;
 - (b) any meeting of the creditors of the Consultant is convened or held;
 - (c) any arrangement or composition with or for the benefit of its creditors (including any compromises or arrangements entered into under sections 201 to 204 of the Companies Act 1963) are proposed or entered into by or in respect of the Consultant;
 - (d) a supervisor, receiver, administrator, administrative receiver, trustee or encumbrancer takes possession of or is appointed over the Consultant or any of its assets, or any distress, execution or other process is levied or enforced, and not discharged within 10 working days, on the Consultant or any of its assets;
 - (e) the Consultant ceases or threatens to cease carrying on business, or is regarded by law or by a court to be, or declares itself to be, insolvent or unable to pay its debts as they fall due;
 - (f) a petition is presented to appoint an examiner to the Consultant, or an order is made appointing an examiner to the Consultant;
 - (g) the Consultant or any partner therein becomes bankrupt;
 - (h) any event similar to the above insolvency events occurs in respect of the Consultant in any jurisdiction in which it is incorporated or has a place of business;
- 7.1.4 the Consultant is struck off the register of companies (if applicable);
- 7.1.5 Meath County Council reasonably believes that any of the events mentioned in sub-clause 7.1.2 to sub-clause 7.1.4 or any analogous event is about to occur in relation to the Consultant in any jurisdiction and notifies the Consultant accordingly;
- 7.1.6 any representation made by the Consultant in connection with this Agreement shall in the opinion of Meath County Council prove to be untrue or incorrect in a material respect as of the date when made;
- 7.1.7 the Consultant has committed any fraudulent act or any criminal activity or is guilty in the opinion of Meath County

Council of gross negligence in the performance of this Agreement or a Call-Off Contract;

7.1.8 if a Call-Off Contract with the Consultant is terminated;

7.1.9 if following the performance review set out in Sections 1.3 or Section 12, Meath County Council considers that the Consultant is no longer suitable for the provision of Services under this Agreement; or

7.1.10 without cause.

7.2 If the Consultant is more than one person, and if any of the events set out in Clause 7.1 occur in respect of any of them, Meath County Council may either

- (a) terminate this Agreement with the Consultant (and, at its discretion, with the other Participants) or
- (b) terminate the obligation under Clause 2.1 of the person concerned and the other members of the Consultant shall remain liable to perform the Consultant's obligations.

7.3 Any termination under this Clause 7 shall take effect on a date notified by Meath County Council that for a termination related to an event under sub-clauses 7.1.3 to 7.1.8 is at least 1 and at most 28 days after the notice and for termination related to an event the other sub-clauses of Clause 7.1 is at least 14 and at most 28 days after the notice.

7.4 Each party's further rights and obligations under this Agreement cease immediately on termination of this Agreement, but termination does not affect a party's accrued rights and obligations at the date of termination. Notwithstanding termination of this Agreement, the provisions of this Agreement shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.

7.5 If, upon termination of the Agreement in accordance with the provisions of Clause 7.1 or 7.2, the Consultant has not completed any performance under a Call-Off Contract which it has been awarded, Meath County Council may at its discretion

- (a) terminate the Call-Off Contract in accordance with the provisions of the Call-Off Contract; or
- (b) require the Consultant to continue performing in accordance with the provisions of the Call-Off Contract, Meath County Council's direction(s), and/or any amendment to the Call-Off Contract unless and until Meath County Council terminates

the Call-Off Contract or the performance of the Consultant's obligations under the Call-Off Contract are completed.

- 7.6 For the avoidance of doubt, in the event of a termination, the Consultant shall not be entitled to any compensation or other relief whatsoever or howsoever arising. However, nothing in this Clause 7.6 shall prejudice the rights of the parties under any Call-Off Contract between them.

8. Limitation on liability

Meath County Council shall not have any liability to the Consultant for any indirect or consequential loss, any loss of profit, loss of contract, loss of business, or loss of or damage to reputation or goodwill or special damages whatsoever that may be suffered by the Consultant in connection with this Agreement or as a result of any act or omission by Meath County Council with respect to this Agreement. This does not affect the liability of either party under any Call-Off Contract.

9. Representations and warranties

- 9.1 The Consultant represents, warrants and undertakes to Meath County Council that:

- 9.1.1. it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and each Call-Off Contract;
- 9.1.2. the execution, delivery and performance by it of this and each Call-Off Contract has been authorised by all necessary action on its part;
- 9.1.3. each of the obligations of the Consultant under this Agreement and each Call-Off Contract constitute or will constitute legally binding obligations enforceable against it in accordance with its terms, except as enforcement may be limited by any relevant bankruptcy, insolvency, administration or similar laws affecting creditors' rights generally;
- 9.1.4. all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of this Agreement and each Call-Off Contract which may be issued pursuant to this Agreement have been obtained and are in full force and effect; and
- 9.1.5. all information supplied by the Consultant is true and accurate in all respects at the date of execution of this Agreement, save as otherwise disclosed in writing to Meath

County Council and acknowledged in writing by Meath County Council prior to the execution of this Agreement.

- 9.2 The representations and warranties of the Consultant in this Clause 9.2 shall survive the execution of this Agreement and shall be deemed to be repeated on the date of execution of any Call-Off Contract with respect to the facts and circumstances existing at that time, as if made at that time.

10. General

- 10.1 Meath County Council shall be entitled to assign this Agreement (together with all rights and remedies under it for breach of this Agreement). The Consultant shall not without the prior written consent of Meath County Council assign this Agreement.
- 10.2 This Agreement supersedes any previous agreements between Meath County Council and the Consultant relating to the Services which are the subject matter of this Agreement. Neither Meath County Council nor the Consultant has relied on any agreement, understanding, or statement that is not written or referred to in this Agreement.
- 10.3 This Agreement can only be amended in writing, signed by or on behalf of the parties' authorised representatives.
- 10.4 This Agreement shall be governed and construed in accordance with the laws of Ireland.
- 10.5 The failure of a party to enforce any provision of this Agreement, or any delay in enforcing any such provision, will not change any party's rights or obligations, nor will a waiver of any breach of this Agreement be a waiver of any other breach or of the provision breached. Except where this Agreement provides otherwise, the rights, powers, privileges and remedies of Meath County Council provided in this Agreement are cumulative and not exclusive of any rights, powers, privileges or remedies Meath County Council would otherwise be entitled to under common law or statute.
- 10.6 Where the Consultant comprises a firm or partnership or one or more persons
- (a) the liability of the proprietors and/or partners and/or such persons shall be joint and several.
 - (b) any reference to the Consultant in this Agreement shall, where required by the context, include a reference to any member of the Consultant.

- 10.7 Each of the provisions of this Agreement is severable and if any provision of this Agreement is held by any court or other competent authority to be illegal, void or unenforceable in whole or in part, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 10.8 No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority or power to bind to contract in the name of, or to create a liability for, the other party in any way or for any purpose.

11 Dispute Resolution

All disputes which arise between the party's to this Agreement in connection with this Agreement or the subject matter of this Agreement shall be dealt with as follows:

- 11.1 Subject to any conciliation or other initial method agreed by the parties for resolving a dispute or issue in a dispute, all disputes, whatever, whenever, between the parties in connection with this Agreement or the subject matter of this Agreement shall be finally decided by arbitration.
- 11.2 The arbitrator, conciliator, or other under 11.1 shall be agreed by the parties or, in default of agreement, nominated at the request of either party by the President of Engineers Ireland.
- 11.3 The parties agree that at the request of Meath County Council (but not otherwise) an arbitrator appointed pursuant to this Clause 11 shall be empowered to consolidate the arbitral proceedings with other arbitral proceedings to which Meath County Council and any sub-consultant whom Meath County Council has permitted to be appointed in accordance with Clause 5.2 hereof (or, for the avoidance of doubt, in accordance with any Call-Off Contract) are parties, where such dispute arises pursuant to or in connection with a collateral agreement entered into between Meath County Council and that sub-consultant, as envisaged under Clause 5.2 hereof.
- 11.4 The applicable rules are those rules referred to in Schedule A of the Government Contracts Committee for Construction Standard Conditions of Engagement for Consultancy Services (Technical) set out in Schedule 2.

12 Performance Measurement

- 12.1 On completion of each Services Contract, and other times requested by the Employer, the Consultant must collate and give the Employer the data necessary to demonstrate compliance with the performance

indicators listed in the Performance Measurement Table attached to the Framework Rules.

- 12.2 The Employer may review the Consultant's performance according to the Performance Measurement Table in the attached Framework Rules. The Consultant must provide any information required by the Employer for this purpose.

13 **Data Protection and Data Security**

- 13.1 **Personal Data** means personal data (within the meaning given by the Data Protection (Amendment) Act 2003 and Data Protection Act 2018 as applicable) that the Consultant, its personnel or subconsultants obtain in connection with the Services.

- 13.2 **Data Protection Legislation** means all applicable laws and regulations relating to the processing of personal data and privacy, including (without limitation):

- the General Data Protection Regulation (EU) 2016/679 ("GDPR");
- the Data Protection Act 2018;
- any applicable ePrivacy legislation (including the ePrivacy Directive 2002/58/EC as amended); and
- any other applicable laws, regulations, regulatory requirements, and legally binding guidance or codes of practice issued by a relevant supervisory authority, including the Irish Data Protection Commission,

in each case as amended, extended, re-enacted, or replaced from time to time.

- 13.3 The **Services** means the services to be performed by the Consultant under any Services Contracts.

- 13.4 The Consultant must comply with the registration requirements and data protection principles applicable to it under the Data Protection Legislation in performing the Services. In respect of any Personal Data provided by Meath County Council to the Consultant and processed by the Consultant in connection with the Services, the Consultant will be the Data Processor and Meath County Council will be the Data Controller, as those terms are defined in the Data Protection Legislation.

- 13.5 The Consultant must maintain proper records of Personal Data.

- 13.6 The Consultant must process, disclose or obtain Personal Data only to the extent necessary to perform the Services and then only when

acting on and subject to Meath County Council's directions. In particular, the Consultant must not without Meath County Council's prior written consent:

- transfer Personal Data outside of Ireland (including transfer via electronic media or other electronic means) or
- permit any sub-consultant or other person (not employed by the Consultant) or organisation to process or obtain Personal Data or
- disclose Personal Data to anyone other than Meath County Council

and, if Personal Data is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Consultant must ensure that the Personal Data are adequately protected in accordance with Article 25 of EU Directive 95/46/EC. In order to achieve this, the Consultant must rely on the Standard Contractual Clauses for the Transfer of Personal Data to Processors established in Third Countries, dated 5 February 2010 (2010/87/EU) as amended from time to time (the **EU Model Clauses**) for the transfer of Personal Data from a data controller to a data processor.

- 13.7 The Consultant must ensure that access to Personal Data is limited to those of its employees who need access to the Personal Data in connection with providing the Services and only to those parts of the Personal Data as is strictly necessary for performance of that employee's duties in connection with the Services.
- 13.8 The Consultant must ensure that all its employees are informed of the confidential nature of the Personal Data and have been sufficiently trained to comply with the Consultant's duties under this framework agreement and the law and their own personal duties and obligations under the law. The Consultant must also take steps to ensure compliance with this clause by any person who has access to the Personal Data provided by Meath County Council.
- 13.9 The Consultant must implement and maintain appropriate (having regard to the state of technological development, the cost of implantation, the harm that may result from breach of measures and the nature of the Personal Data to be protected) technical and organisational security measures against unauthorised access to, or unauthorised alteration, disclosure or destruction of, Personal Data and against all other unlawful forms of processing and must maintain proper records of all training carried out by it with regard to technical and organisational data security measures. The Consultant must promptly implement any direction of Meath County Council to improve the technical and organisational measures.
- 13.10 The Consultant must promptly notify Meath County Council if—

- it receives an access, modification, or erasure request from a Personal Data subject or
- it receives any communication or notification from the Data Protection Commissioner or from any third party in relation to the Personal Data or to data protection or
- it becomes aware of any advance in technology or methods of working that mean that the Consultant or Meath County Council should revise its security measures or
- any Personal Data is lost or destroyed or becomes damaged, corrupted or unusable

and must provide Meath County Council with full co-operation and assistance in relation to any request, communication or notification received under this sub-clause.

13.11 Upon Meath County Council's direction, the Consultant must promptly:

- amend, transfer, or delete Personal Data
- provide Meath County Council with a copy of all Personal Data held by the Consultant in the format and on the media reasonably specified by Meath County Council
- provide Meath County Council with any data required by Meath County Council for assisting law enforcement.
- enter into, execute, and fully comply with Meath County Councils Data Processing Agreement prior to providing any services.

13.12 The Consultant must permit persons authorised by Meath County Council access to all relevant premises, systems, personnel, records and information of the Consultant during normal working hours for the purpose of inspecting, testing, and auditing the technical and organisational Personal Data security measures operated by the Consultant.

13.13 To the extent that the Consultant has access to Meath County Council's computer systems in performing the Services, the Consultant must not (and must ensure that the Consultant's personnel do not) knowingly or recklessly introduce, by any medium, any computer virus (being any malware, undocumented malicious data, code, programme or other internal component (e.g. computer worm, computer time bomb or similar component), intended or designed to damage, destroy, alter or disrupt any computer programme, firmware or hardware or intended or designed to, in any

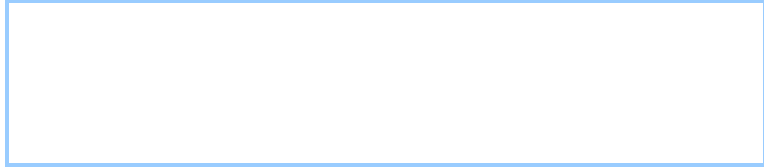
manner, reveal, damage, destroy, alter or disrupt any data or other information which can be detected using good industry standard anti-computer virus software and procedures) into those systems. The Consultant must use good industry standard computer virus scanners (updated with the then most current computer virus signatures and data sets) to scan all such media immediately prior to introducing it to Meath County Council's computer system.

- 13.14 The Consultant warrants that any data it provides to Meath County Council will at the date of delivery be free of computer viruses.
- 13.15 If the Consultant fails to comply with sub-clauses 13.11 to 13.13, the Consultant must cooperate with Meath County Council (without prejudice to Meath County Council's other rights and remedies) to the extent reasonably required to reduce the adverse effects on Meath County Council of the computer virus, including the effects of any loss of operational efficiency and/or data loss.

SIGNED by Meath County Council and the Consultant on the date at the top of this Agreement

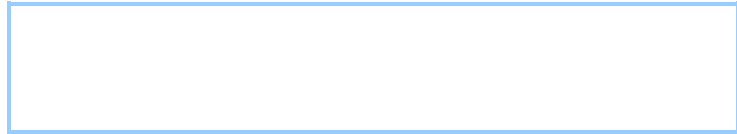
Signed on behalf of Meath County Council:

*Signature of person
authorised to sign
contracts on behalf of
Meath County Council:*



Signed on behalf of the Consultant:

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



Framework Rules

1. Duration

1.1 If, during the period

starting on

and ending on

(the “**Framework Period**”), Meath County Council requires Services, it may procure the Services by awarding Call-Off Contract(s) according to these rules. Meath County Council may also procure the Services in other ways and does not guarantee that any Services will be procured under this Agreement.

The Framework Period may, at the discretion of Meath County Council, be extended for up to a further 2 years, at 12-monthly intervals, from the date when this Agreement would otherwise have expired, by notice in writing by Meath County Council to the Consultant.

2. Participants

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

3. Call-Off Contracts

3.1 If Meath County Council decides to procure work under this Agreement, it may do so, as described in Section 3.2

- 3.2 (a) Meath County Council will begin the call-off procedure for each individual Call-Off Contract by writing to the Participant on the Framework Agreement if they appear, to Meath County Council, to be capable of performing the services required under the Call-Off Contract (the “**Participant**”). In determining suitability, Meath County Council is entitled to take into account, among other things, whether the Participant has sufficient resources to carry out the Call-Off Contract having regard to other commitments.
- (b) The Participant will be asked to tender in writing for the services required under the Call-Off Contract (the “**Proposal**”). Details as to the services required under the Call-Off Contract (the “**Call-Off Contract Services**”), the time limit for tendering, to whom tenders are to be submitted, and other information relating to the

call-off procedure will be contained within the invitation to tender issued to the Participant.

- (c) The Participant must ensure that its Proposal is consistent with its tender proposal for this Agreement and in particular that any rates tendered in the Proposal are no higher than those set out in Schedule 3 and that any fixed fee required to be built up from rates is built up from rates no higher than those set out in Schedule 3.
- (d) In the event that a Participant offered a Call-Off Contract as a result of a Proposal is unable or does not wish to perform the contract due to lack of capacity, conflict of interest or other reasons, or cannot agree a fee with Meath County Council, the Participant can decline the commission. Meath County Council thereby reserves the right to seek alternative suppliers.

4. Performance Review and Termination

- 4.1 On completion of each Services Contract, the Participant must collate and provide to Meath County Council the information required for Meath County Council to review the Participant's performance according to the attached Performance Measurement Table. Meath County Council may also request that the Participant collate and provide to Meath County Council this information during the term of a Service Contract. Meath County Council may review Participant's performance of their Services Contracts and Framework Agreements at the end of each year of the Framework Period (or at any time during the Framework Period) according to the Performance Measurement Table below.
- 4.2 If a Participant has reached 'Failure Level 1' for any indicator according to the Performance Measurement Table below, Meath County Council may give the Participant a written warning notice and may exclude that Participant from further call-offs until the Participant has demonstrated to Meath County Council'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,

Meath County Council may terminate that Participant's Framework Agreement.

- 4.4 Meath County Council may give each Participant details of the results 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.	Timely delivery of consultancy service	Meeting the performance periods for service delivery	At each milestone and on substantial completion	Substantive delays in delivery of milestones	Continuous non-delivery of service
2.	Quality of service	Compliance with the Brief and associated published guidance	At each milestone and on substantial completion	Substantive non-compliance with brief/guidelines	Substantive non-delivery of brief requirements at substantial completion
3.	Quality of service	Failure to comply with the Employer's reasonable request or to respond to correspondence	At any point during service delivery	Failure to comply/respond within reasonable timeframe (10 working days)	Substantive delay in complying/responding upon repeated request (more than 2 requests)
4.	Quality of service	Replacing loss of key personnel with suitable replacements	At any point during service delivery	Replacement with sub-standard staff	Failure to nominate suitable replacement for more than 2 months
5.	Value for money	Failure to adhere to maximum hourly rates	At any point during Service delivery	N/A	Use of hourly rates in excess of maximum hourly rates
6	Timely delivery of consultancy service	Failure to provide a Proposal when requested	For each request	First occasion of Failure to provide a Proposal when requested	Second occasion of Failure to provide a Proposal when requested
7	Timely delivery of consultancy service	Failure to accept a commission when a proposal is accepted	For each Proposal	First occasion to decline a commission when a proposal is accepted	Second occasion to decline a commission when a proposal is accepted

Note: The Employer would decide what a substantive delay is, taking into account the volume of work included within any Call-Off Contract. However, a delay of 10 working days in the delivery of any milestone (e.g. inviting tenders from contractors) will be considered a substantive delay.

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Schedule 1

The Services As described in the call off contract

Where instructed by Meath County Council, the Consultant shall provide the following Services:

[To be completed at Call Off Contract stage] based on Schedule A & B of the
Conditions of Engagement]

<blank>

Schedule 2

Conditions of Engagement

Standard Conditions of Engagement for Consultancy Services (Technical) COE1, based on the most recent edition of these Conditions of Engagement published by the office of Government Procurement and available at www.constructionprocurement.gov.ie at the time of signing of the Agreement

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Schedule 3

Maximum Hourly Rates

[Tenderer's rates to be inserted upon execution of the Framework Agreement]

Staff Grade Title	Hourly Rate ex VAT
Project Director	
Senior Quantity Surveyor/ Engineer/ Consultant	
Assistant Quantity Surveyor/ Engineer/ Consultant	
Junior Quantity Surveyor / Engineer/ Consultant	
Other grades to be inserted below as required by the project	Other rates to be inserted below as required by the project

The Hourly Rates set out in the table above are fixed for two years from the date of this Agreement and thereafter shall be subject to annual adjustment on each anniversary of the date of this Agreement, in line with the movement in the

Consumer Price Index published by the Central Statistics Office (or any successor or replacement thereto from time to time) between the date of this Agreement and the date of the adjustment (in the case of the first adjustment) and between the date of the first adjustment and the date of the following adjustment (in the case of subsequent adjustments).

For the avoidance of doubt, the Hourly Rate for any individual shall include, without limitation, such items as:

- salary payments;
- provision of all secretarial/administrative/clerical support;
- all equipment required in the performance of the services;
- office overheads;
- insurance;
- general office consumables;
- annual leave payments/sick leave payments;
- all travel and subsistence arrangements for attendance at meetings;
- postage/telephone/fax/email costs;
- internal photocopy and printing costs;
- general overheads, and
- profit.

Schedule 4

Key Personnel

*[To be inserted upon execution of the Framework Agreement.
Tenderers should note that these will be the personnel put forward as part of the
pre-qualification submission]*

[illegible]