



OPW

Oifig na
nOibreacha Poiblí
Office of Public Works

Request for Tender Facilities Management Consultancy Services

ME26003

Document 3: Framework Agreement

ISSUED FOR INFORMATION ONLY WITH RFT

Shall be completed by the successful tenderers only

Agreement

THIS FRAMEWORK AGREEMENT is made on DATE BETWEEN

The Employer: Office of Public Works

Principal office of Employer: Jonathan Swift Street, Trim, Co Meath, C15 NX36

AND

The Consultant: X

Registered office of
Consultant: X

THE EMPLOYER AND THE CONSULTANT AGREE as follows:

1. Framework

- 1.1 The Consultant and other Participants named in the attached Framework Rules are part of a framework for the Contractor and those other Participants to provide Facilities Management Consultancy Services for the Employer.
- 1.2 If, during the **Framework Period** defined in the attached Framework Rules, the Employer needs Facilities Management Consultancy Services as described in the Framework Rules, the Employer may procure the work by awarding contracts (**Services 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. Service Contracts

- 2.1 If the Consultant is selected for any work according to the attached Framework Rules, the Employer and Consultant agree to enter a Services Contract in the terms established under this agreement.
- 2.2 Services Contracts will be on the terms of the Standard Conditions of Engagement and Services Contracts, as completed by the Employer and the Consultant according to the attached Framework Rules.
- 2.3 Services Contracts awarded within the Framework Period may be for work that continues after that period.

3. Communications

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

Name of Consultant's contact person	X		
Address	X		
Telephone	X	Mobile phone	X
Fax		eMail	X

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 Employer of the new contact person.

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

Name of Employer's contact person	Keith Milsom		
Address	Jonathan Swift Street, Trim, Co Meath, C15 NX36		
Telephone		Mobile phone	087 2395276
Fax		eMail	keith.milsom@opw.ie

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

4. Tax Clearance Certificate

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

5. Performance Measurement

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

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 Employer notifies the Consultant is confidential
- Except as necessary to perform the Consultant's obligations under this agreement or a Works 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.

7. Termination

- 7.1 The Employer may terminate this agreement by written notice to the Consultant:
- if a Services Contract with the Consultant is terminated or
 - according to the attached Framework Rules or
 - if the Consultant breaks 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 Employer also terminates its agreements with the other Participants listed in the Framework Rules.
 - If the Consultant is no longer able to undertake the role of Project Supervisor Construction Stage (PSCS)
- 7.2 Termination of this agreement does not affect any Services Contract already entered.
- 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 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 Services Contract.

9. **This Agreement**

- 9.1 Neither party may assign rights under this agreement.
- 9.2 This, and any Services Contract, are the entire agreement between the Employer and the Consultant about its subject matter. Neither the Employer 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 Employer and the Consultant.
- 9.4 This agreement is governed and to be construed according to Irish law.

SIGNED by the Employer and the Consultant 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 Consultant:

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

x

Framework Rules

1. The Framework

1.1 The Employer The Office of Public Works

has established a framework for the procurement of construction work in relation to
Facilities Management Consultancy Services

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

and ending on

(the **Framework Period**), the Employer needs Facilities Management Consultancy Services as described in rule 1.1 above, the Employer may procure it by awarding **Services Contracts** 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.

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

In the normal course of events, a reserve participant shall not be invited to tender for works under the framework contract. Where expressions of interest to return tenders is not sufficient to ensure value for money, reserve participants may be promoted to full participants on a per project/programme basis.

In the event a qualified participant is suspended or removed from the framework the highest placed reserve participant will be invited to join the list of qualified participants of the framework contract and will then be eligible to tender for works under the same conditions as the other qualified participants. They shall revert to the status of reserve participant when the qualified participant is reinstated to the Framework.

3. Call off

- 3.1 When the Employer decides to procure work under these rules, the Employer will do so by:
- a) By inviting each Participant with a written invitation to tender. The invitation will be sent by email or post to each Participant's current email address / address as given in or notified under its Framework Agreement. The invitation will include a Facilities Management Consultancy Services Tender documents and/or drawings. 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 Contract and the time needed to send in tenders. Framework Participants under performance review may not be considered for invitation to tender.
 - b) Exceptional circumstances the OPW may appoint a Consultant directly from the list on a single tender basis or on a time basis.
 - c) Appointment (on rotation or most economically advantageous tenderer). For low value activities where individual works packages are estimated to be below €25,000 excluding VAT, where time costs are easily assessed ensuring value for money.
 - f) Appointment (on rotation or most economically advantageous tenderer). For annual or multi-annual appointments for ongoing activities where multiple services/consultancy packages are estimated to be below €200,000 excluding VAT, where time costs are easily assessed ensuring value for money.
- 3.2 The award process for Services Contracts tendered under this rule 3 will be conducted in accordance with these rules and any procedures stated in the invitation to tender, where a tender is used to award the contract.
- 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 Services Contracts awarded under a procedure initiated under this Rule 3(a) will typically be as follows (with the range of weighting given in brackets):

- **Knowledge and experience of service requirement and contract requirements (0-20%)**

- **Knowledge and experience of FM Services on particular site (0-20%)**

- **Specialist Knowledge or Other Specialist Qualitative Criteria (dependant on the nature of the work) (0-30%)**

- **Price (40-100%)**

The above criteria are not listed in order of importance. The Employer may attach different weightings to them for different Services Contracts, depending on the service requirement, and will indicate the weightings in the invitation to tender. The Employer reserves the right to amend or provide more detail to each of the criteria depending on the nature and scale of a particular contract.

4. Performance Review, Termination and Promotion

- 4.1 On completion of each Services 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 Services Contract(s) and the Framework Agreement at the end of each year of the Framework Period or on completion of each Services Contract, 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 suspend or 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.	Safe Working	H&S Incident	By Task	Minor	Major
2.	Continuity of services in facility	Disruption to service	By Task	Minor	Major
3.	Delivery of services within specified period	Time	Quarterly	Some Failure	Consistent Failure
4.	Accurate reporting on extent of Service	Additional Service	Quarterly	Some Failure	Consistent Failure
5.	Working with client organisations	Client Complaint	By Task	Minor	Major
6.	Consultant has submitted valid tenders for a least 80% of the tender competitions	Consultant has submitted less than 80%	After the issue of at least 5 invitations to tender	Minor (1 st occurrence)	Major (Two or more occurrences)
7.	Attendance at project meetings, client meetings, design team meetings and site meetings.	Attendance	By task	Minor	Consistent Failure
8.					