



DEY Framework Agreement for

Multi – Operator Framework Agreement for Project Managers with Design/Technical Consultants for Educational Accommodation 2026

Agreement

THIS FRAMEWORK AGREEMENT is between the **Employer** [the Contracting Authority issuing the Tender Documents, and bodies under its aegis], and the **Consultant** [the Project Manager with Design/Technical Consultants firms appointed to the Framework]

This framework agreement is formed by the Consultant's signed Tender and Employer's written notification to the Consultant of his/her inclusion on the list of Participants in the Framework and is made on the date of that notification.

THE EMPLOYER AND THE CONSULTANT AGREE as follows:

1. Framework

- 1.1 The Consultant and other Participants [named in the list of Participants attached to the written notification by the Employer to the Consultant of his/her inclusion] are part of a framework for the Consultant and those other Participants to do Project Management with Design/Technical related consultancy work for the Employer.
- 1.2 If, during the Framework Period defined in the attached Framework Rules, the Employer needs Project Management with Design/Technical consultancy work as described in the Framework Rules, the Employer [and/or bodies under its aegis including external agencies acting on behalf of 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.
- 1.3 In certain circumstances during the Framework Period if the Employer needs Project Management with Design/Technical Consultancy work as described in the Framework Rules, the Employer [and/or bodies under its aegis including external agencies acting on behalf of the Employer] reserves the right to directly award such Services to any consultant on the Framework, having regard to such matters as it considers relevant to the particular Services, and subject to advance consultation with any Consultant on the particular engagement, e.g. in the event of an urgent need for Emergency Works services and the provision of modular accommodation. Other types of work for which the Department may require urgent consultancy services at short notice may also take advantage of the established Framework.

2. Services 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 for Consultancy Services (Technical)**, 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 and e-mail address for communications with the Employer in relation to this agreement and Services 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 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 person for communications with the Consultant 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 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 Services 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.

- 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 Contracts, 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.

Framework Rules

1. The Framework

- 1.1 The **Employer** [the Contracting Authority issuing the Tender Documents, and bodies under its aegis] has established a framework for the procurement of Project Management with Design/Technical consultancy work as specified in the Tender documents and the Employer's written notification to the Consultant of his/her 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 [being the date of formation of the agreement plus the duration in days], (the **Framework Period**), the Employer needs construction consultancy work 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 as named in the list of Participants attached to the written notification by the Employer to the Consultant of his/her inclusion
- 2.2 A Participant who's Framework Agreement has been terminated will no longer be considered a Participant under these rules.

3. Call off by competition

- 3.1 The Framework is being established to procure a Multi – Operator Framework Agreement for Project Managers with bought-in Design/Technical Consultants services for Educational Accommodation.
- 3.2 The Employer may procure works contracts on a per school project or in bundles basis (i.e. Lots). Each bundle will comprise of more than one school project. Bundles will vary in size and scope based on Employer requirements and may include a mix of multiple primary and post primary schools. More than one bundle may be called off at the same time.

3.3 Rotation (using Framework Participant Ranking)

Framework Participants (FP) will be contacted by the DEY in the order of their framework ranking to confirm their (a) capacity and resources available and (b) interest in an upcoming Consultancy Services contract(s), in the following order (by reference to the List of Participants – Appendix 1):

1, 2, 1, 2, 1, 2, 1, 2,(and repeated)

Consultancy Services (Technical) contract(s) will be awarded to framework participants, based on their stated interest and satisfactory verification of their available resources and capacity, starting at FP ranked number.

If the Framework Participant to whom a Consultancy Services (Technical) contract(s) is offered fails to confirm within the time allowed by the Employer, that it is able to undertake the work including provision of satisfactory evidence of capacity to deliver to required Employer programme dates, the Consultancy Services (Technical) contract(s) will be offered to the second placed Framework Participant.

In the interests of competition and fairness a FP may be offered a single contract or one bundle (min. 2 – max. 10 school projects) in a single rotation under this rule. A Framework Participant refusing a Consultancy Services (Technical) contract(s) (due to a lack of interest or failure to verify its capacity to deliver) will lose its place in the rotation for that round. If the list is exhausted, the rotation will go back to the top and work down through the same order again. The rotation under this rule may be repeated multiple times.

The contract price will be established for each school project using the Frameworks Participants tendered framework rates.

- 3.4 The selection of Framework Participants for projects may result in an unequal apportionment of work in terms of size and value. The Employer is under no obligation to address any such resultant inequality in the operation of the Framework.
- 3.6 **Multi-Phased Delivery Projects:** Consultancy Services (Technical) Contracts may be delivered in phases over several school calendar years (i.e. where the addition of classroom & ancillary accommodation is subject to school enrolment numbers increasing year on year, such as in the case of the provision of new start-up school accommodation in temporary site locations).

The Employer reserves the right to enter into a contract for subsequent phases with the original appointed Framework Participant that delivered the initial project phase, without the need to undertake a new call off competition. The Employer will identify multi-phased delivery projects at the initial call off stage. The Employer reserves the right, if it wishes, to use the call-off option 3.3 above and not to utilise this clause 3.6.

- 3.7 **Material Change to Tender:** As part of the invitation to submit a tender for a Consultancy Services (Technical) or at any stage during the Framework Period, the Employer may require Participants to confirm that there has been no material change to their key personnel as submitted for appointment to this Framework Agreement. 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 Consultancy Services (Technical) Contract or to terminate their participation in the Framework.
- 3.8 **Other Contracted Parties:** The Contracting Authority may engage other third-party contractors, sub-contractors or professional services consultants to assist with the delivery of the educational accommodation. The successful Applicants will be required to engage with and collaborate with these other contracted parties to ensure the successful delivery of projects.

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

- 4.1 On completion of each Consultancy Services (Technical) 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 Consultancy Services (Technical) Contracts and the Framework Agreement at the end of each year of the Framework Period (or at any time during the Framework) 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.
- 4.5 The Employer may use the information collated for the above performance measurement (or any other information lawfully accessible to the Employer) to carry out a performance assessment of the consultant for future reference [Standard Conditions of Engagement for Consultancy Services, Clause 2 – Performance].

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	Compliance with the cost and area limits	At each milestone and on substantial completion	Substantive cost or area overruns	Substantive post-contract cost overruns