Framework Agreement

for use with

Term Maintenance and Refurbishment Works Contract

Department of Public Expenditure and Reform

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for use with

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Government Buildings
Upper Merrion Street
Dublin 2.

THIS FRAMEWORK AGREEMENT is made on [date]

BETWEEN

The Employer:	Dublin City Council
Principal office of Employer:	Civic Offices, Wood Quay, Dublin 8

AND

The Contractor:	
Registered office / principal place of business of Contractor:	

Background

The Contractor and others (**Participants**, identified in the attached **List of Participants**) are part of a framework to do maintenance and refurbishment work for the Employer.

The Employer and the Contractor agree as follows:

1. **This Contract**

1.1. This contract is the entire agreement between the Employer and the Contractor about the framework and the work to be done under it and consists of the following documents:

- The documents in this volume D, being
  - this Framework Agreement, including the List of Participants and the Framework Rules
  - the Conditions of the Public Works Term Maintenance and Refurbishment Conditions (document reference PW-CF 11) as amended by this Framework Agreement (the **Conditions**)
  - the Schedule
  - model form Appointment of Project Supervisor for Construction Stage, Task Order, Pay and Conditions of Employment Certificate
  - Any others
- the Works Requirements (volume A)
- the Pricing Document (volume C)

1.2. Clause 1.1 above applies in place of clause 1.4 of the Conditions.

1.3. This Framework Agreement is the 'agreement' referred to in clause 1.11 of the Conditions. References in the Conditions to the Contractor's tender or acceptance of it are taken to be references to the execution of this Framework Agreement.

2. **Call Off**

2.1. In selecting a Participant for a Task under the Conditions, the Employer will comply with the attached **Framework Rules**.

2.2. The Employer may also award contracts for work covered by this contract in other ways, and does not guarantee the Contractor that any work will be awarded under this contract.

2.3. The Contractor's address for invitations to tender and other communications under the Framework Rules is Address of the contractor. The Contractor may change this by written notice to the Employer.

3. **Termination**

3.1. The Term will terminate when the total value of Tasks ordered under this contract and the other Participants' contracts reaches €48,000,000[1]

3.2. Clause 3.1 takes the place of the third indent in clause 2.1 and clause 5.4 of the Conditions.

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

Signed on behalf of the Employer

…….
Ursula Donnellan
Senior Executive Officer

Signed on behalf of the Contractor

……
Write name of person signing on behalf of the Contractor
Write the title of the person signing on behalf of the Contractor

[1] *The figure is not to exceed €2,000,000 (two million Euro)*

LIST OF PARTICIPANTS

FRAMEWORK PARTICIPANTS

List Participants here in order of their ranking

RESERVE PARTICIPANTS

List Reserve Participants here in order of their ranking or write NOT APPLICABLE

FRAMEWORK RULES

1. **Options**

1.1. The Employer may use the options marked X in the 'Whether Used' column below, as follows[2]:

Whether Used	Option	Method	Tasks for which option may be used
	A	Mini-competition: all Framework Participants invited to tender	Any
	B1	Mini-competition: [5] Framework Participants invited to tender	Task with estimated value less than €insert value
	B2	Mini-competition: 3 Framework Participants invited to tender	Task with estimated value less than €insert value
X	C	Application of Framework Contract rates	Task with estimated value less than €1,000,000 or of a particularly urgent nature
	D	Call off in rotation	Task with estimated value less than €insert value or of a particularly urgent nature
	E	All Tasks awarded to the one Framework Participant	When there is only one Framework Participant

1.2. Other restrictions on use of the options are given in these rules.

1.3. The above amounts exclude value-added tax.

2. **Award by mini-competition (Options A, B1 and B2)**

2.1. If Option A is used, all Framework Participants will be invited to tender in a mini-competition.

2.2. If Option B1 or B2 is used, a shortlist of tenderers will be invited to tender in a mini-competition. The shortlist will be selected by random selection or by rotation, as indicated in rule 2.3 below. If rotation is used the rotation is weighted to the higher-ranked Framework Participants.

2.3. The shortlist for each Option B1 competition will be (i) —

(i) determined by random selection

(ii) the [5] Framework Participants indicated in the table below by an X on the competition number's line in the column for the number corresponding to the Framework Participants' order of ranking in the List of Participants (regardless of the outcome of any competition, even if a competition is aborted and no Task Order is issued):

	1	2	3	4	5	6	7	8	9	10
First competition	X	X	X	X	X					
Second	X	X				X	X	X		
Third			X	X	X				X	X

(iii) Where option (ii) does not reflect the framework structure provide a reference to an appendix with the alternative means set out in the format at (ii) above - otherwise state Not Applicable

[2] In a multi-participant framework only options A – D apply. Contracting authorities may opt to use only one of A – D inclusive but may only use 3 out of the 5 options available. They may use A and either B1 or B2 but not both and either C or D but not both.

2.4. The shortlist for each Option B2 competition will be (i) —

(i) determined by random selection

(ii) the 3 Framework Participants indicated in the table below by an X on the competition number's line in the column for the number corresponding to the Framework Participants' order of ranking in the List of Participants (regardless of the outcome of any competition, even if a competition is aborted and no Task Order is issued):

	1	2	3	4	5	6	7	8	9	10
First competition	X	X	X							
Second	X			X	X					
Third		X				X	X			
Fourth			X					X	X	
Fifth	X			X						X
Sixth		X			X	X				
Seventh			X				X	X		

(iii) Where option (ii) does not reflect the framework structure provide a reference to an appendix with the alternative means set out in the format at (ii) above - otherwise state Not Applicable

2.5. In each case, if the list is exhausted, the rotation goes back to the top and starts again, as many times as necessary. Rotation under Options B1 and B2 are independent of each other, and of award under any of the other options.

2.6. For each mini-competition, the Employer will send each Framework Participant a written invitation to tender. The invitation will be sent to each Framework Participant's current contact details as per its Framework Agreement. The invitation will include a proposed Task Order under clause 5 of the Conditions. The invitation will fix a time limit for Framework Participants to send in tenders taking account of such factors as the urgency and complexity of the subject-matter of the Task Order and the time needed to send in tenders.

2.7. The award process will be conducted according to these rules and the procedures stated in the invitation to tender.

2.8. Framework Participants wishing to be considered for a Task Order must submit a tender complying with the invitation to tender. Tendered rates and prices must be no higher than those in the Pricing Document.

2.9. The award criteria for Conditions awarded by mini-competition will be as follows (with the range of weighting given in brackets):

n/a

The criteria are not listed in order of importance. The Employer may attach different weightings to them for different Task Orders, depending on the requirement, and will indicate the weightings in the invitation to tender.

3. **Award by application of Framework Contract rates (Option C)**

3.1. If Option C is used the Employer will prepare a bill of notional quantities with quantities corresponding to the items for which there are rates in the Pricing Document. The Employer will, without consulting the Participants, apply the rates tendered in each Framework Participant's Pricing Document to the quantities in the bill of notional quantities, and having extended the rates and quantities and summed them, determine the lowest comparative cost.

3.2. The Task Order will be offered to the Framework Participant with the lowest comparative cost. The Employer will send that Framework Participant either:

3.2.1. a proposed Task Order that does not require a quotation under clause 5 of the Conditions or

3.2.2. a proposed Task Order under clause 5 of the Conditions

specifying a time for response.

3.3. If the Framework Participant responds within the time allowed by the Employer with a response that

3.3.1. confirms that the Framework Participant is able to undertake the work

3.3.2. and also, if the proposed Task Order was issued under clause 5 of the Conditions, includes a quotation for the Task complying with clause 5.2 of the Conditions including a lump sum fixed price that does not exceed the comparative cost determined by the Employer under rule 3.1

the Employer may issue the Task Order to that Framework Participant. Otherwise, the Task Order will be offered to the Framework Participant with the next-lowest comparative cost, and the same procedure will apply until the Task Order is awarded. But the Employer may at any time end the procedure and, if it wishes, use one of the other options.

4. **Call-off in rotation (Option D)**

4.1. Task Orders awarded using Option D will be offered to Framework Participants in rotation, in the following order (by reference to the List of Participants):

[e.g. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6, 1, 2, 3]

If the Framework Participant to whom a Task Order is offered fails to confirm within the time allowed by the Employer that it is able to undertake the work and will accept the Task Order, the Task Order will be offered to the Framework Participant next on the list, and the same procedure will apply until the Task Order is awarded. But the Employer may at any time end the procedure and, if it wishes, use one of the other options. A Framework Participant refusing a Task Order will lose its place in the rotation for that round, and the next Task Order will be offered to the Framework Participant coming after the one to whom the Task Order was offered in the rotation. If the list is exhausted, the rotation will go back to the top and work down through same order again.

4.2. When offering a Task Order under this rule 4, the Employer may issue a proposed Task Order and request for quotation under clause 5.1 of the Conditions. If the Framework Participant in question fails to provide a quotation within the time required, or the Employer is dissatisfied with the quotation, the Employer may issue a proposed Task Order to the Framework Participant next on the list (and rule 4.1 will apply as though the Framework Participant had been passed over under rule 4.1). The Employer may not issue a Task Order based on a quotation that is less economically advantageous than a compliant quotation that was passed over under this clause 4.2.

4.3. Alternatively, Task Orders issued under this rule 4 without a proposed Task Order and quotation under clause 5.1 of the Conditions will be valued according to second and third sentences of clause 6.2 of the Conditions.

5. **Termination and Maximum Sum**

5.1. A Participant whose Term has terminated is no longer considered a Participant under these rules.

5.2. If a Participant's Term is terminated, each Participant below it in the List of Participants moves up to fill the position of the Participant whose Term was terminated. But moving up will not cause a Participant to miss a turn under Option D.

5.3. If there are any **Reserve Participants** named in the List of Participants, and a Framework Participant's Term is terminated for any reason and the framework is continuing, the highest ranked Reserve Participant on the List of Framework Participants is added to the bottom of the List of Participants, and from then will be a Framework Participant (and not a Reserve Participant).

6. Performance Review, Termination and Promotion

6.1. On completion of each Task Order, if so requested by the Employer, the Framework Participant concerned must collate and provide to the Employer the information required for the Employer to review that Participant's performance according to the **Performance Measurement Table** below.

6.2. The Employer may review Framework Participants' performance of their Task Orders, and the contract, from time to time during the Term, according to the attached Performance Measurement Table.

6.3. In this rule, a Participant is said to have **reached** Level 1, Level 2 or Level 3, if, during the listed measurement period for an indicator in the attached Performance Measurement Table, occurrences of that indicator equal or exceed the number listed in the column headed "Level 1", "Level 2", or "Level 3".

6.4. If a Participant has reached Level 1, the Employer will give that Participant a written notification and the Participant must demonstrate to the Employer's satisfaction that it has implemented steps to redress the problem.

6.5. If a Participant has reached Level 2, the Employer will exclude that Participant from each call-off in which it is due to participate until the Participant has demonstrated to the Employer's satisfaction that it has implemented steps to redress the problem. Rule 5 will apply temporarily during this period as if the excluded Participant's Term had been terminated.

6.6. If a Participant has reached Level 3 the Employer will terminate that Participant's Term.

No	Employer's objective		Indicator	Measurement Period	Level 1 (Rule 6.4)	Level 2 (Rule 6.5)	Level 3 (Rule 6.6)
1	**Quality of Work**	Workmanship during Task Order	Constructing work of a sub-standard nature that requires demolishing and re-construction	180 days	2	4	5
2		Workmanship on Completion of Task Order	Defect in completed work of a significant nature(1)	Term	n/a	1	2
3	**Health & Safety**	Development of safety and health plan on time to start work	Failure to complete safety and health plan prior to start work	Term	n/a	1	2
4		Management of safety on site during performance of task	Failure to maintain safety measures as set out in safety & health plan	Term	n/a	1	2
5		Safety file provided on completion	Failure to provide a full and satisfactory safety file within [30] days after completion of work under a Task Order	Term	n/a	1	2
6			Failure to provide a full and satisfactory safety file within [60] days after completion of work under a Task Order	Term	n/a	n/a	1
7	**Programme**	Commencement of Task Order	Failure to commence Task order within **X** working day of scheduled start	180 days	1	3	4
8		Completion of Task Order	Failure to complete Task order within **Y** working days of scheduled completion	Term	2	4	5
9	**Contract Administration**	Every request for tender should be answered	Failure to tender when invited	180 days	2	4	5
10		Presentation of monthly statements as set out under Clause 6 of the Conditions	Failure to identify change order items within 1 month of the items occurring	Term	2	4	5
11			Failure to price work in monthly accounts using contract rates (for relevant work items)	180 days	2	3	4

(1) Defect of a significant nature would be a defect that would impact on the proper functioning of the works e.g. a leak in a roof finish, a trip hazard in a floor finish, broken heating system etc.

X working days as defined in the relevant Task Order. If none stated, 10 working days.
Y working days as defined in the relevant Task Order. If none stated, 10 working days.