Issued with Request for Tender for:

MULTI-PARTY FRAMEWORK AGREEMENT FOR FURNITURE CONTRACTORS FRAMEWORK TO TRINITY COLLEGE DUBLIN

TCD-27-C2603

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THIS FRAMEWORK AGREEMENT is made on [date]

BETWEEN

The Employer:	
Principal office of Employer:	

AND

The Service Provider:	
Principal office of Service Provider:	

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

Whereas

A. The Employer requires the provision of Loose Furniture and installation as set out in the tender documents, funded by the Contracting Authority and have decided to procure these services under a multi-operator framework agreement;

B. The Contracting Authority has published a notice in the Official Journal of the European Union seeking tenders for the provision of those services; and

C. After considering tenders received, the Contracting Authority has selected the Service Provider to be a party to this multiple operator framework agreement (this **"Agreement"** which, for the avoidance of doubt, includes the Framework Rules and the Schedules) together with a number of other Service Providers (each a **"Participant"**).

THE EMPLOYER AND THE SERVICE PROVIDER AGREE as follows:

1. Framework

1.1 The Service Provider and other Participants are part of a framework for The Provision of Loose Furniture Contractors for the Employer.

1.2 If, during the Framework Period defined in the attached Framework Rules, the Employer needs services as described in the Framework Rules, the Employer may procure the work by awarding contracts (God 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. 'Call-Off' Contracts

2.1 If the Service Provider is selected for any work according to the attached Framework Rules, the Employer and Service Provider agree to enter a 'Call-Off' Contract in the terms established under this agreement.

2.2 'Call-Off' Contracts will be on the following terms:

- The **Standard Services Contract** where full or partial services are required for comprehensive lift maintenance services/upgrades, OR
- TCD Purchase Orders for tasks and/or Specialist Advisory services below €1,000.

2.3 'Call-Off' Contracts awarded within the Framework Period may be for work that continues after that period.

2.4 The award of any Call-Off Contract shall be subject to the Service Provider satisfying the following conditions precedent:

- Confirmation that the insurances required under the Services Contract for that Call-Off Contract are in place and remain in place for the duration of the contract.
- Provision of evidence satisfactory to the Employer that the Service Provider holds a Tax Clearance Certificate or C2 Certificate in accordance with Clause 4 of this Agreement.
- Letter of Confirmation that Declaration on Oath is still valid (if relevant to the Call-Off Competition).
- Letter of Undertaking from Parent Company or Supporting Company regarding availability of their resources to the Tenderer (if relevant) on supporting entity's letterhead and duly signed.
- Where the preferred tenderer comprises a consortium, confirmation that there has been no material change in the membership of that consortium.
- Health and Safety Compliance Declaration by All General Services Providers completed and signed.
- Evidence of compliance with any other legal requirements as may be required.

3 Communications

3.1 The Service contractors' contact person and e-mail address for communications with the Employer in relation to this agreement and 'Call-Off' 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 Service Provider must promptly appoint a replacement and notify the Employer of the new contact person.

3.2 The Employer's contact person for communications with the Service Provider 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 Service Provider.

4. Tax Clearance Certificate

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

5. Performance Measurement

5.1 The Employer will review, on a continuous basis, the Service Providers' performance according to the attached Framework Rules, the Services Contract and the agreed Service Level Agreement as established and agreed between the Service Provider and the Employer at contract initiation and at the start of each new contract. The Service Provider must support the Employer in establishing these KPIs and must provide any information required by the Employer to facilitate this process.

6. Confidentiality

6.1 The Service Provider must not disclose to anyone:

- official information as defined in the Official Secrets Act 1963 or
- other information that the Employer notifies the Service Provider is confidential

except as necessary to perform the Service Provider obligations under this agreement or a 'Call-Off' Contract or to comply with the law.

6.2 The Service Providers' 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 Service Provider:

- if a 'Call-Off' Contract with the Service Provider is terminated or
- according to the attached Framework Rules or
- if the Service Provider breaks this agreement or
- if any statement made by the Service Provider in connection with the procedure by which this agreement was awarded to the Service Provider was untrue when made or subsequently ceases to be true or
- without cause, if the Employer also terminates its agreements with the other Participants in the Framework or
- where there has been any material adverse change to the information provided by the Service Provider prior to appointment to this Agreement.

7.2 Termination of this agreement does not affect any 'Call-Off' Contract already entered.

7.3 The Service Provider is not entitled to any payment because this agreement has been terminated.

8. Limitation on liability

Neither the Service Provider 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, is the entire agreement between the Employer and the Service Provider about its subject matter. Neither the Employer nor the Service Provider 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 Service Provider.

9.4 This agreement is governed and to be construed according to Irish law.

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FRAMEWORK RULES

1. The Framework

1.1 The **Employer,** as defined in at paragraph 1 of the Agreement, has established a Multi- Party framework for The Provision of Loose Furniture and Installation Services as specified in the Tender documents and the Employer's written notification to the Service Provider 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 consultancy services as described in rule 1.1 above, the Employer may procure it by awarding **'Call-Off' Contracts** according to these rules. The Employer may also procure the services in other ways and does not guarantee that any services will be procured under these rules.

1.3 The Framework Period will be for a maximum period of five (5) years.

2. Participants

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

3. Mechanism for Award of "Call Off" Contracts

3.1 The following mechanisms will be utilised by the Employer in the award of 'Call-Off' Contracts.

A. Direct Drawdown

Where the Employer has a requirement up to and not exceeding the value of €5,000 (ex-Vat), For Individual spend requirements up to and not exceeding €5,000 (excluding Vat) award will be direct drawdown with any framework member who meets the end users requirement.

B. Mini-Competition

Where the Employer has a requirement exceeding the value of €5,000 (ex-Vat), the Employer may conduct a mini competition between all Participants on the Framework. The submissions will be evaluated against the award criteria and the Participant identified as the Most Economically Advantageous Tenderer will be awarded the contract.

The award criteria for these mini-competition are envisaged as being;

Mini-Competition Award Criteria;		
	Criteria	**Typical Weighting**
A	Quality; Compliance with Technical Details and Specifications of Furniture	Ranging from 0%-40%
B	Quality; Overall fitness-for-purpose and design merit of Proposed Furniture	Ranging from 0%-40%

C	Contract Mobilisation/Delivery Schedules	Ranging from 0%-60%
D	Ultimate Cost	Ranging from 30%-100%
E	Samples provided	Pass/Fail

3.2 When the Employer decides to procure services under any of the mechanisms A or B, each Participant will be issued with a written invitation to tender and the relevant contract terms.

4. Method of Shortlisting Participants for Call-Off Contracts

4.1 In shortlisting / assessing whether a Participant is capable of performing the relevant call-off contract, TCD will have regard to the following factors:

- The Participant's specialist skills and/or works experience as demonstrated in their tender;
- The Performance Capacity of the Participant:
    - where it is currently performing works under the Framework or otherwise.
    - where it is applying for more than one project or to provide more than one service.
- The performance level and standard of services provided by the Participant.
- Such other factors as the TCD considers appropriate in assessing whether any framework member shall be invited to tender for a particular 'Call-Off' contract.

5. Invitation to Tender

5.1 Following the application of the mechanism to award a Call-Off Contract as set out under Rule 3, an invitation to tender will be issued to the selected Participants via their primary contact.

The invitation will include the relevant contract terms and details of the required services. The invitation will fix a time limit for Participants to send in tender responses taking account of such factors as the complexity of the subject-matter of the 'Call-Off' Contract.

Participants wishing to be considered for a Services 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 or subject to the approval of TCD, other suitably and matching qualified and experienced personnel.

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6. Award Criteria for 'Call-Off' Contracts

6.1 Where the Employer can define the scope of the service required, the following award criteria may be applied;

1. Supply Capability & Capacity: – [criteria weighting may range between 0-70%].
2. Price – [criteria weighting may range between 0-100%].

6.2 Where the Employer cannot define the scope of service required and wishes to procure services, the tendered framework rates will be used.

6.3 The indicative award criteria listed above are not in order of importance. The Employer may stipulate different weightings for each Call-Off Contract, depending on the service requirement, and will indicate the weightings in the invitation to tender for the relevant contract.

7. Performance Review, Termination and Promotion

7.1 The Employer will review, on a continuous basis, the Framework member's performance according to the Key Performance Indicators (KPIs) as established and agreed between the Framework member and the Employer at project initiation. The Framework member must support the Employer in establishing these KPIs and must provide any information required by the Employer to facilitate this process. Project / Stage KPIs may include:

1. Agreed management and personnel resources to be provided.
2. Dates to produce key studies, reports or other documents.
3. Agreed scope and quality of studies, reports or other documents.
4. Accuracy of Information.
5. Attendance at Client and DT meeting.
6. Timely Issue of regular progress reports
7. Any other issue considered relevant to the project in hand.

7.2 If the Employer establishes at the End of Stage review between the Participant and the Employer that the Participant has failed to achieve the pre-agreed and planned stage KPIs, the Employer may issue a Warning Notice and suspend the Participant from further call-off competitions pending the Participant reaching agreement with the Employer that he/she has adequately addressed the deficiencies leading to the KPI failures.

7.3. Framework Members are expected to actively participate in **mini-competitions** conducted under this Framework Agreement.

- Where a Framework Member fails to submit a tender response to three (3) invitations to tender, whether consecutive or within any rolling twelve (12) month period, and has not provided a reasonable explanation to the satisfaction of the Contracting Authority, the Contracting Authority may issue a **First Written Warning**.
- Where, following the issue of a First Written Warning, the Framework Member again fails to submit responses to a further three (3) invitations to tender without reasonable justification, the Contracting Authority may issue **a Second Written Warning**.
- Where, following the issue of a Second Written Warning, the Framework Member again fails to submit responses to a further three (3) invitations to tender without reasonable justification, the Contracting Authority may issue a **Final Written Warning**.

- Following the issue of a Final Written Warning, should the Framework Member fail to respond to any subsequent invitation to tender without reasonable justification, the Contracting Authority reserves the right to remove the Framework Member from the Framework Agreement.
- Prior to any decision to remove a Framework Member, the Contracting Authority will notify the Framework Member in writing of its intention to do so, provide the reasons for the proposed action, and allow the Framework Member a reasonable opportunity to make representations or provide evidence of any mitigating circumstances. The Contracting Authority will consider any such representations before making its final decision.
- The Contracting Authority reserves the right to disregard non-responses where the Framework Member has notified the Contracting Authority in advance of legitimate reasons for not participating, including but not limited to capacity constraints, conflicts of interest, or circumstances beyond the Framework Member's reasonable control.

Non-Performance and Contract Management

Framework Members are expected to perform their obligations under the Framework Agreement to the required standard throughout its duration.

Where the Contracting Authority identifies instances of non-performance, including but not limited to failure to meet contractual obligations, persistent service failures, failure to comply with agreed service levels, or repeated failure to respond to requests or mini-competitions without reasonable justification, the Contracting Authority may issue a formal written warning.

The Contracting Authority will operate a three-warning process as follows:

- **First Written Warning:** Issued where an instance or pattern of non-performance is identified, setting out the nature of the issue, the corrective actions required, and the timeframe for improvement.
- **Second Written Warning:** Issued where the Framework Member fails to adequately address the matters identified in the First Written Warning or where further instances of non-performance occur.
- **Final Written Warning:** Issued where continued non-performance is identified following the Second Written Warning.

Where a Framework Member continues to demonstrate unsatisfactory performance following the issue of a Final Written Warning or fails to implement the required corrective actions within the specified timeframe, the Contracting Authority reserves the right to remove the Framework Member from the Framework Agreement in accordance with the terms of the Framework Agreement and applicable procurement legislation.

Prior to any decision to remove a Framework Member, the Contracting Authority will notify the Framework Member in writing of its intention to do so, provide the reasons for the proposed action, and afford the Framework Member a reasonable opportunity to make representations. The Contracting Authority will consider any representations received before making a final decision.

8. Material Change to Tender

8.1 As part of the invitation to submit a tender for a 'Call-Off' contract or at any stage during the Framework Period, the Employer may require Participants to confirm that there has been no material change to their tenders as submitted for appointment to this Framework Agreement (for example, no change to proposed furniture items). 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 'Call-Off' contract or to terminate their participation in the Framework.