

Framework Agreement

for

Construction Work

Department of Finance

Public Works Framework Agreement
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Government Buildings
Upper Merrion Street
Dublin 2.

Agreement

THIS FRAMEWORK AGREEMENT is made on BETWEEN

The Employer: The Local Government Operational Procurement Centre (LGOPC) - acting as Central Purchasing Body (CPB) on behalf of the Contracting Authorities detailed in Schedule 1 attached to this document.

Principal office of Employer: Unit 9, Ground Floor,
Building C, Reeks Gateway,
Rock Road,
Killarney, Co. Kerry.

AND

The Contractor:

www.supplygov.ie (SupplyGov) ID (if available): _____

Registered office of Contractor:

THE EMPLOYER AND THE CONTRACTOR AGREE as follows:

1. **Framework**

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

- 2.1 If the Contractor is selected for any work according to the attached Framework Rules, the Employer and Contractor agree to enter a Works Contract in the terms established under this agreement.
- 2.2 Works Contracts will be on the terms of the *Public Works Short Form of Contract PW-CF6* or if applicable, the *Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer PW-CF5* as completed by the Employer and the Contractor according to the attached Framework Rules.
- 2.3 Works Contracts awarded within the Framework Period may be for work that continues after

that period.

3. Communications

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

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

If that person (or any subsequent replacement) is no longer able to fulfil the role, the Contractor must promptly appoint a replacement, who must be a director or senior manager of the Contractor, and notify the Employer of the new contact person.

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

<i>Name of Employer's contact person</i>	Catherine Carmody		
<i>Address</i>	Unit 9, Ground Floor, Building C, Reeks Gateway, Rock Road, Killarney, Co. Kerry.		
<i>Telephone</i>	0761064020	<i>Mobile phone</i>	
<i>Fax</i>		<i>eMail</i>	eproc@kerrycoco.ie

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

4. Tax Clearance Certificate

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

5. Performance Measurement

5.1 On completion of each Works Contract, and other times requested by the Employer, the Contractor 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 Contractor's performance according to the attached Framework Rules and Performance Measurement Table. The Contractor must provide any information required by the Employer for this.

6. Confidentiality

6.1 The Contractor must not disclose to anyone:

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

except as necessary to perform the Contractor's obligations under this agreement or a Works

Contract or to comply with the law.

- 6.2 The Contractor'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 Contractor:
- if a Works Contract with the Contractor is terminated or
 - according to the attached Framework Rules or
 - if the Contractor breaks this agreement or
 - if any statement made by the Contractor in connection with the procedure by which this agreement was awarded to the Contractor 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 Works Contract already entered.
- 7.3 The Contractor is not entitled to any payment because this agreement has been terminated.

8. **Limitation on liability**

Neither the Contractor 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 Works Contract.

9. **This Agreement**

9.1 Neither party may assign rights under this agreement.

9.2 This, and any Works Contracts, are the entire agreement between the Employer and the Contractor about its subject matter. Neither the Employer nor the Contractor 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 Contractor.

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

SIGNED by the Employer and the Contractor 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 Contractor:

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

Framework Rules

1. The Framework

1.1 *The Employer* The Local Government Operational Procurement Centre (LGOPC) - acting as Central Purchasing Body (CPB) on behalf of the Contracting Authorities detailed in Schedule 1 attached to this document.

has established a framework for the procurement of construction work in relation to

Framework Agreement for Energy Efficiency Retrofitting Work for Local Authorities - External Insulation and Ancillary Works (Lot 4 - Works ≥ € 200,000)

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 construction work as described in rule 1.1 above, the Employer may procure it by awarding **Works 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.

The Contracting Authorities (Framework Purchasers) participating in this Framework Agreement are listed in Schedule 1 attached to this Document.

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

3. Call off by competition

- 3.1 When the Employer decides to procure work under these rules, the Employer will send each Participant a written invitation to tender. The invitation will be sent by email to each Participant's current email address as given in or notified under its Framework Agreement. The invitation will include a draft Works Contract, based on the *Public Works Short Form of Contract PW-CF6* or if applicable, the *Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer PW-CF5* with the Schedule completed by the Employer in its discretion, including details of the required Works. 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 Works Contract and the time needed to send in tenders.
- 3.2 The award process for Works Contracts tendered under this rule 3 will be conducted in accordance with these rules and any procedures stated in the invitation to tender. It may include an electronic auction.
- 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 Works Contracts awarded under a procedure initiated under this Rule 3 will be as follows (with the range of weighting given in brackets):

Price - (100%)

Lot 4 Participants are reminded that the following key rates, as submitted at Framework Application Stage, represent the maximum prices, (ceiling rates) that may be proposed in response to a Mini-Competition Request for Tender for those items of work (i.e. Contractors who submit responses to a Mini-Competition Request for Tender may reduce the prices they submitted as part of their application for admittance to the Framework but may not exceed these prices). These rates apply over the initial 12 month period of the Framework Agreement (from the Framework Application Closing Date). Rates submitted in response to Mini-Competitions Request for Tenders closing after this 12 month period will not be subject to the ceiling rates.

External Wall Insulation Render System	Pricing Doc Ref (PD/2 item B)	Rate € _____
Glass Wool Attic Insulation	Pricing Doc Ref (PD/5 item A)	Rate € _____
Internal Wall Dry lining	Pricing Doc Ref (PD/9 item B)	Rate € _____

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

4. Performance Review, Termination and Promotion

- 4.1 On completion of each Works 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 Works Contracts and the Framework Agreement at the end of each year of the Framework Period, 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.

Performance Measurement Table

No	Employer's objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
1.	Contractor's SEAI Registration (or equivalent)	Lapse of registration	Term	1	1
2.	Contractor's NSAI Accreditation (or equivalent)	Loss of NSAI accreditation	Term	1	1
3.	Health & Safety	Receipt of Prohibition Notice from HSA directing works to cease	Term	1	1
4.	Programme	Failure to respect the nominated start and finish dates	Term	2	1
5.					
6.					
7.					
8.					

SCHEDULE 1 – CONTRACTING AUTHORITIES (PURCHASERS)

The following Contracting Authorities are participating in this Framework Agreement -:

Ref	Contracting Authorities
1	Cavan County Council
2	Carlow County Council
3	Clare County Council
4	Cork City Council
5	Cork County Council
6	Donegal County Council
7	Dun-Laoghaire-Rathdown County Council
8	Fingal County Council
9	Galway City Council
10	Galway County Council
11	Kerry County Council
12	Kildare County Council
13	Kilkenny County Council
14	Laois County Council
15	Leitrim County Council
16	Limerick City and County Council
17	Longford County Council
18	Louth County Council
19	Mayo County Council
20	Meath County Council
21	Offaly County Council
22	Roscommon County Council
23	Sligo County Council
24	South Dublin County Council
25	Tipperary County Council
26	Waterford City & County Council
27	Wexford County Council
28	Wicklow County Council