



Oifig um Sholáthar Rialtais
Office of Government Procurement

**Request for Tenders dated 06/08/2025
to establish a
Multi Supplier Framework Agreement
for the provision of
Market Research & Surveys Services (PAS141F)**

Tender procedure: Open procedure

Tender Deadline: 08/09/2025 12:00

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Part 1: Introduction

- 1.1** The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation, (the “Contracting Authority”) is issuing this request for tenders (“RFT”) as a central purchasing body for use by the Framework Clients (defined below). The Office of Government Procurement (the “OGP”) is an office within the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation tasked with sourcing goods and services on behalf of the public service. References to the Contracting Authority will be deemed to include the OGP.

(The Contracting Authority invites tenders (“Tenders”) from economic operators (“Tenderers”) for appointment to a multi-supplier framework agreement (the “Framework Agreement” and “Framework”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

- 1.2** In summary, the Services comprise:

The provision of Market Research and Surveys Consultancy Services, where the estimated value of each contract at the mini-competition stage is greater than €50,000 (ex Vat).

Please see Appendix 1 of this RFT for further information on the Services.

- 1.3.1** The framework agreement will be divided into **three (3) lots** (each a “**Lot**”) as described below. Each Lot will result in a separate framework agreement (each a “**Framework Agreement**”).

Lot 1 – Quantitative and Qualitative Research/Survey Services

Lot 2 – Secondary and Specialist Research/Survey Services, (including Social and Community based research)

Lot 3 – Multi Lot Market Research and Survey Consultancy Services Provision (including the services outlined in Lots 1 and 2)

- 1.3.2**

APPOINTMENT TO A FRAMEWORK AGREEMENT IN EACH LOT

References in this RFT to "Framework Agreement" shall be deemed to refer, as the context so admits or requires, to each Framework Agreement entered into for a Framework Agreement Lot and to all of the Framework Agreements collectively.

Lots 1, 2 and 3:

Appointment to the Framework Agreements Lots 1, 2 and 3 will be determined on the basis of the most economically advantageous tenders (as assessed by applying the Award Criteria set out in section 3.3 of this RFT across all valid Tenders received).

The Contracting Authority will apply the Award Criteria (Section 3.3) of the RFT to all of the Tenders submitted to admit, up to the maximum number (see Table 1 below) of the highest-

ranking Tenders to each of these Lots 1 - 3. This is subject to each Tender being a compliant Tender in accordance with the rules of the Competition.

There will be a separate competition in respect of each of Lots 1 - 3 (each a “**Competition**”) resulting in the award of a Framework Agreement to multiple service providers for each Lot.

Framework Lot Number	Lot Description:	Maximum No. of Tenderers to be appointed
1	Quantitative and Qualitative Research/Survey Services	20
2	Secondary and Specialist Research/Survey Services, (including Social and Community based research)	20
3	Multi Lot Market Research and Survey Consultancy Services Provision	20

Table 1 - Number of Framework Members per Lot

There is no restriction on the number of Lots a Tenderer may tender for or be appointed to. Therefore, Tenderers may: (1) submit a Tender response for appointment to any single Lot, more than one Lot, or all 3 Lots, and (2) may be appointed to all Lots 1 - 3 they are successful in tendering for.

In respect of all Lots 1 - 3, Tenderers should note:

Tenderers must submit one Tender Response Document covering all Lots they tender for. **Tenderers must identify clearly in the Tender Response Document the Lot or Lots they are tendering for.** For the avoidance of doubt, Tenderers must **not** submit a separate Tender Response Document for each Lot they are tendering for. Tenderers must also submit one Pricing Schedule, completing the relevant tabs for the Lot or Lots they are tendering for. Tenderers must ensure that their Tender addresses all of the response requirements in respect of each Lot they are tendering for.

The Contracting Authority reserves the right to not enter into a Framework Agreement for any particular Lot or Lots.

- 1.4** The following entities (each a “**Framework Client**”) may award (or “**call off**”) contracts (each a “**Services Contract**”) under the Framework Agreement in accordance with the rules set out in the form of Framework Agreement set out at Appendix 5. The Contracting Authority is also a Framework Client.

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);
2. Entities in the Irish health sector including but not limited to the Health Service Executive (HSE) and the Health Information and Quality Authority

(HIQA), provided that such entities are contracting authorities within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);

3. Contracting authorities which are Third Level Educational Institutions (including universities, technical universities, institutes of technology and members of the Education Procurement Service), HEAnet and HEAnet member institutions and subsidiaries;
4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary and special schools as well as ETBs acting on behalf of schools;
5. An Garda Síochána (Police);
6. The Irish Prison Service; and
7. The Defence Forces.

- 1.5** This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any Framework Agreement that may result from this Competition will (subject to paragraph 1.6 below, if applicable) be for a term of **three (3) years** (“the Term”), with the possibility of an extension for a further one (1) year as set out at 1.6, below

PROCEDURE FOR THE AWARD OF SERVICES CONTRACTS UNDER THE FRAMEWORK AGREEMENT

The award of Services Contracts under this Framework Agreement shall be made in accordance with the rules set out in 2.3 of this RFT and Section 5 of the Framework Agreement contained at Appendix 5 of this RFT. Any Services Contract awarded by a Framework Client pursuant to a Mini-Competition will be, subject to the individual requirements of each individual Framework Client, awarded on the terms and conditions set out in **Appendix 6**.

Framework Members appointed to Lots 1, 2 and 3 will be invited through the issue of further Tender documentation (a “**Supplementary Request for Tenders**” or “**SRFT**”) to participate in Mini-Competitions (“**Mini-Competition**”) for the provision of the relevant services prescribed under each Lot and as may be further specified in the relevant SRFT. Mini-Competitions shall be conducted in accordance with the terms of the Framework Agreement (as set out in **Appendix 5**).

- 1.6** The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to **12 months** with a maximum of 1 such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. The Term will not exceed **four (4) years in aggregate**.

1.7 The Contracting Authority estimates that the aggregate expenditure on the Services to be covered by the proposed Framework Agreements may amount to some €20,000,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.8 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority / Framework Client does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Framework Agreement and/or a Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

No contractual rights in relation to any Framework Client will exist unless and until a formal written Services Contract has been executed by or on behalf of the Framework Client.

Any notification of preferred bidder status by the Contracting Authority / Framework Client shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or a Services Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that neither the Contracting Authority nor any Framework Client shall be under any obligation to purchase any minimum value of Services under any Framework Agreement.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition .

2.2 COMPLIANT TENDERS

2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK AGREEMENT AND SERVICES CONTRACT

- 2.3.1** The award of Services Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.
- 2.3.2** Tenderers should also note the terms and conditions of the Services Contract set out at Appendix 6 to this RFT.
- 2.3.3** Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 to this RFT by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of appointment to any Framework Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement and any Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1** Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted. Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all

documentation (combined) in the Tender submitted. In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2** Tenders must be received not later than **12.00 pm (noon) on 8th September 2025** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3** Tenders must be submitted in **English**.
- 2.6.4** Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT
- 2.6.5** All Tenders submitted in soft copy must be compiled such that they can be read immediately using MS Word or PDF Reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **12.00 pm on 21st August 2025** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact potential Framework Clients regarding any aspect of this Competition.
- 2.7.2** All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3** The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4** The Contracting Authority reserves the right, at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5** Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1** All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1** All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3** Tenderers must confirm that all prices quoted in the Tender will remain valid for 12 months commencing from the Tender Deadline.
- 2.10.4** Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5** Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.
- 2.10.6** Tenderers should note that the Maximum Daily Rates submitted in their Tender may be increased, at the discretion of each Framework Member, on the **second** anniversary of the Effective Date of the Framework Agreement (as defined in the Framework Agreement) and on subsequent anniversaries of the Effective Date thereafter; and only by a maximum of 5% on the second anniversary only. The percentage increases may only be applied once they have been agreed with the Contracting Authority in writing. Only one increase to the Maximum Daily Rates is permissible under this framework agreement.
- For the avoidance of doubt, this clause 2.10.6 refers to the Maximum Daily Rates under the Framework Agreement only, and does not apply to any Services Contract drawn down under the Framework. The SRFT, which will issue during a Mini-Competition will set out whether or not any similar conditions will be included in any Services Contract.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1** In the performance of any Services Contract awarded, the successful Tenderer(s) and their subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are

provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Framework Agreement, Mini Competition, or Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, any Framework Client, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority or any Framework Client and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/Subcontractor. The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or a Mini-Competition or terminating any Framework Agreement and / or Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Framework Agreement or Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Framework Agreement or Services Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion,

decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately, via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 “Not Used”

2.21 INSURANCE

- 2.21.1** The successful Tenderer(s) shall be required to hold for the term of any Services Contract awarded pursuant to Mini-Competition **insurances of the type and to the minimum level specified in the SRFT**. Tenderers should note that they are not obliged to have insurances in place in order to enter into a Framework Agreement with the Contracting Authority. The types of and minimum levels of insurance required are not likely to exceed the following insurances:

Type of Insurance	Indemnity Limit
Employer’s Liability	€12.7 Million limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 Million limit for any one claim or series of claims arising out of a single occurrence
Professional Indemnity	€1,000,000 limit in the aggregate.
Cyber and Data protection cover	€500,000 limit in the aggregate

- 2.21.2** By signing the Tenderer’s Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract arising from a Mini-Competition pursuant to the Framework Agreement, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified in the relevant SRFT, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Framework Member(s) prior to the award of (and shall be a condition of) any Services Contract.

- 2.21.3** The successful Tenderer will, during the term of the Services Contract, be required to:

- (a) immediately advise the Contracting Authority and the Framework Client of any material change to its insured status;

- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”),
- (d) Submitted (**for the avoidance of doubt, as part of the Tenderer’s Tender submission**) the information and documentation required in parts 3.2.A and 3.2.B below, will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition

to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below,
- (iv) information concerning the Tenderer, and any proposed subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person established, and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, and (iii) that any proposed Subcontractor, supplier, or other entity on whose capacity the prime contractor relies (where the value of that subcontract exceeds 10% of the value of the Service Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to

the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then, it shall be excluded from further participation in this Competition *unless* it replaces the entity concerned with one which meets all relevant requirements of this RFT

3.2 SELECTION CRITERIA

3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Minimum Requirement	Qualifying Threshold	Supporting Documentation to be provided when requested by the Contracting Authority
The Tenderer must declare by way of eESPD (Part IV) that it is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due.	Pass/Fail	A letter from the Tenderer's principal auditors/independent accountants confirming that the Tenderer is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due.
The Tenderer must declare by way of eESPD (Part IV) that it has a minimum annual turnover of at least €100,000 (Ex VAT) for each of the last three (3) financial years, or alternatively, if the date of establishment was more recent, that the annual turnover of the Tenderer for each year the Tenderer has been established is equal to or exceeds €100,000 (Ex VAT)	Pass/Fail	Submission of annual audited accounts or a letter from the Tenderer's principal auditors/independent accountants confirming that the Tenderer meets the minimum annual turnover requirements.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2. B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below in respect of each Lot tendered for and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

	Professional Experience Minimum Requirement	Qualifying Threshold
Technical and Professional Ability	Using the Table in Tender Response Document – Part A, Section A5 (which is replicated for information), Tenderers must provide the information specified in respect of each contract example.	Pass/Fail
	- Tenderers must demonstrate that they have successfully delivered or are currently successfully delivering three (3) projects/contracts for the services required, in the Lot that they are applying, to a contract value of €50,000 or above, within the past three (3) years to the satisfaction of the client referee. - Each of the example contracts provided must be for services similar in nature and scope to the Services required for each Lot(s) in Appendix 1 Part 1 of this RFT. - As part of this Tender documentation, Tenderers are supplied with a template reference letter which they must submit fully completed by the Referee (Named Contracting Authority) which verifies the information provided in the Tender Response in respect of previous experience including nature of services, value of contract and satisfaction of client referee. The client reference letter should be inserted and returned in Tender Response Document – Part A. Sample of Letter replicated below for information Note: The Contracting Authority may contact any or all referees without prior notice being given to the Tenderer. Tenderers must complete Section A5 of Tender Response Part A for each Lot.	

All Framework Agreements Lots 1, 2 and 3
Previous Experience – Sample of Contract Example Table –
Tenderer must complete all sections of the table below

PREVIOUS PROJECT/CONTRACT #1	
Framework Lot # - Lot Name –	
Name of Project/Contract	Click here and insert the name of project or matter on which you delivered service.
Client/Contracting Authority	Click here and insert the name of the client or contracting authority.
Public or Private Sector?	Click here and insert either Public or Private.
Contract Description (Max 1 Page)	Click here and insert a full description of services provided to the Client/Contracting Authority.
Contract Value excluding Vat	€Click here and insert the total value charged or if commercially confidential certify the contract value is over the minimum threshold of €50,000
Contract Duration (Start/Finish)	Click here and insert the start date and finish date of the project/contract.
Comparability Narrative (Max 1 Page)	Click here and insert a short narrative that outlines the extent to which you feel the services are comparable to the Contracting Authorities current requirements.

Previous Experience – Sample of Reference Letter –

Insert Contracting Authority's Headed Paper

Office of Government
Procurement 3A Mayor
Street Upper, Dublin 2

**Re: Contractor Reference Verification – Multi Supplier Framework Agreement
for the provision of Market Research & Surveys Services (PAS141F)**

(Please Select Applicable Lot/Lots below and delete non applicable lots):

Lot 1 Quantitative and Qualitative Research/Survey Services

Lot 2 Secondary and Specialist Research/Survey Services

Lot 3 Multi Lot Market Research and Survey Consultancy Services Provision

Dear Office of Government Procurement,

In regards to the Office of Government Procurement (OGP) procurement process of establishing a Multi-Supplier Framework for the provision of Market Research & Surveys Services to the Irish Public Sector, I have been asked by *{Insert Contractors Name}* to provide the following reference in verification of their previous experience in providing *{Insert Nature of services provided}* to *{Insert Contracting Authority's Name}*.

I can confirm the following in respect of *{Insert Contractors Name}* application to the Framework.

Please indicate by way of a tick for each question	Yes	No
The services listed above were or are currently provided to your organisation by {Insert Contractors Name}	☐	☐
The value of the services provided exceeded {€50,000}	☐	☐
At least part of the services provided were delivered to the {Insert Contracting Authority's Name} within the last 3 years.	☐	☐
{Insert Contracting Authority's Name} are satisfied with the overall performance of the Contract.	☐	☐
(optional) Any additional comments		

I acknowledge that while the information provided will be treated in the strictest confidence by the Office of Government Procurement, it may be subject to disclosure under the Freedom of Information Act 2014.

If the Office of Government Procurement have any queries in relation to the above, you can contact at {Insert email address}.

Yours sincerely,

{Insert Name and Surname of the person signing on behalf of the Contracting Authority}

{Position of the person signing on behalf of the Contracting Authority}

{Date}

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

Where the Tenderer fails or is unable to provide the specified documentation or if the information provided does not demonstrate that the Tenderer has provided the services as described above within the last three (3) years, the Tenderer will be eliminated from the Competition for the relevant Lot(s).

3.3 AWARD CRITERIA FOR SELECTION AS A FRAMEWORK AGREEMENT MEMBER

3.3.1 Only those Tenderers who have qualified in accordance with paragraph 3.2 of this RFT will proceed to be evaluated under this paragraph 3.3.

Appointment to the Framework will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria. Particular attention is drawn to the Minimum Qualifying Thresholds which applies to Award Criterion 1 and Award Criterion 2.

Please note that responses to each of the individual qualitative Award Criteria 1, 2, and 3 will each be evaluated as a whole; there are no sub-criteria.

Award Criteria	Marks available	Minimum Qualifying Threshold	Tender Response Document Reference
1. Quality of Approach to Service Delivery Methodology	300	180	Tender Response Document Part B Section B1
2. Quality of Proposals on the incorporation of Environmentally Sustainable and Social Considerations into the delivery of the Services	100	60	Tender Response Document Part B Section B2
3. Cost (Maximum Daily Rate)	600	N/A	Tender Response Document Part C Section 1
Total	1,000		

All Lots Qualitative Assessment Award Criteria 1 and 2 (400 Marks)

Please refer to Appendix 1 Part 3 for further information in relation to Responses required to Qualitative Award Criteria 1 and 2.

- Qualitative Award Criteria will be assessed first.
- Only those Tenders that score a mark equal to or in excess of the Minimum Qualifying Threshold (as shown in the table above) for Award Criteria 1 and Award Criteria 2, will proceed to be evaluated under Award Criterion 3 (Cost).
- Tenderers should note that they must achieve the minimum qualifying threshold (MQT) stated in respect of award criterion 1 and award criterion 2. Failure to achieve the MQT will result in the elimination of the Tender from the Competition. Cost will not be evaluated for any Tender eliminated from the competition.
- **Scoring of the Qualitative Award Criterion 1 and 2** will be based on an

assessment of the information provided by Tenderers, which must be supplied by Tenderers via the completed Tender Response Document Part B which is provided as a separate attachment to this RFT. The Evaluation Group will assess the information provided and each response element will be awarded marks using the following scoring methodology set out below:

Scoring Methodology Award Criteria 1 and 2

Weighting	Meaning
91% - 100%	A response that demonstrates an excellent understanding of the requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A response that demonstrates a very good understanding of the requirements and provides assurance that the Tenderer will deliver to a high standard.
60% - 79%	A response that demonstrates a satisfactory level of understanding of the requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the services would not be delivered successfully.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration

All Lots: Cost Assessment Award Criterion 3 (Blended Daily Rate) (600 Marks)

The cost element of the award criteria will be assessed on the basis of a **Blended Daily Rate**.

- Tenderers are required to complete the Pricing Table in Part C of the Tender Response Document (replicated for information at Appendix 2 of this RFT), from which the **Blended Daily Rate** is calculated.
- **In Calculating the Blended Daily Rate, Tenderers must provide a maximum daily rate for each grade by inserting a monetary value for each Professional Grade Level in the table provided regardless of the size of the Tenderers firm/ practice.**
- For the avoidance of doubt Tenderers are not required to have staff for all Professional Grade Levels listed on the Blended Daily Rate Card when submitting a price for each Professional Grade Level.
- Where Tenderers do not have staff for each Professional Grade Level Tenderers, when inserting a monetary amount for each Professional Grade Level, must carefully consider at what rate he/she can provide the Services in practice.
- The Blended Daily rate has set weightings in the Cost Award Criteria table for the

purposes of Framework evaluation only. These weightings will not be applicable at mini competition stage. Please do not adjust the allocated percentage input weightings.

- All prices quoted must be inclusive of all costs (including travel expenses and subsistence), expressed in Euro only, but exclusive of VAT.
- The lowest Blended Daily Rate tendered will receive maximum marks (600 Marks), the formula used will be as follows:

Cost Score	=	Lowest Blended Daily Rate Submitted under the Framework Lot	x	Maximum Number of Marks Available (600 Marks)
		Blended Daily Rate under evaluation under the Framework Lot		

All Lots – Mini-Competition/Supplementary Request for Tenders (SRFT): Daily Rate Card/s

- Tenderers should note that this element of the response **will not be evaluated** under the Award Criteria. However, failure to complete the rate card at C2 of Part C of the TRD or the Tenderer's failure to input the professional grade rates used by the Tenderer to calculate the Blended Daily Rate submitted under Award Criterion 3, may result in the Tender being deemed non-compliant and eliminated from the competition under the relevant Lot.
- Tenderers should note the Contracting Authority has set an UPPER LIMIT on the allowable Maximum Daily Rate Cards (Ceiling Rates) that can be tendered for each Professional Grade under each Lot. While these maximum (capped) ceiling daily rates can be equalled, a breach of a capped Ceiling Rate under any Lot(s) may result in the tender being deemed non-compliant and being eliminated from the competition under the relevant Lot(s).
- Tenderers must complete a **Daily Rate Card** for each Framework Lot. Tenderers must provide a Daily Rate Card (DRC) for each Professional Grade detailing the maximum ceiling rates charged per day for Mini-Competitions/SRFTs. The individual DRC is not evaluated but required to ensure ceiling rates are adhered to under all mini competitions subsequently run under the framework.
- Tenderers are reminded that the Rates tendered in response to this Competition will be capped for the Term of the Framework Agreement subject to the increase in Rates allowed pursuant to clause 2.10.6 of the RFT. **Please Note: One day's work is defined as 7.5 hours.**
- The maximum ceiling Daily Rate Card charges for each Professional Grade cannot exceed the professional grade rates used by the Tenderer to calculate the Blended Daily Rate submitted under Award Criterion 3.
- Tenderers must provide a maximum daily rate by inserting a monetary value for each Professional Grade Level. Tenderers must complete the full table provided in Section C2 of the Tender Response Document Part C (replicated for information at Appendix 2 of this RFT) regardless of the size of the Tenderers firm/ practice.
- For the avoidance of doubt Tenderers are not required to have staff for all Professional Grade Levels listed on the Maximum Daily Rate Card when submitting a price for each Professional Grade Level.

- Where Tenderers do not have staff for each Professional Grade Level Tenderers, when inserting a monetary amount for each Professional Grade Level, must carefully consider at what rate he/she can provide the Services in practice.
- Full descriptions of each Professional Grade Level are set out at **Appendix 1 Part 2**.
- The rates quoted must be inclusive of **all costs** (including travel expenses and subsistence), expressed in Euro only, but exclusive of VAT.
- For the avoidance of doubt, the rates provided by Tenderers in their **Maximum Daily Rate Card** for each Professional Grade under each Lot shall be:
 - ✓ equal to or lower than the **UPPER LIMIT** of the maximum daily rate for each grade;
 - ✓ the Maximum Daily Rates allowable at Mini-Competition (SRFT) stage;

Tie Break Rules

In the event that there is a tie for the last available place on a Lot (i.e. a tie for the 15th highest ranked Tenderer), the following tie-break approach will be adopted:

The Tenderer who has been awarded the highest marks for total Qualitative Award Criteria 1 and 2 combined (Non-Cost) of their Tender will be deemed to be the most economically advantageous tender ("MEAT").

In the event the Tenderers receive the same marks for the Qualitative Award Criteria (Non-Cost) element of their Tender, the Tenderer who has been awarded the highest marks for the 1 Quality of Approach and Service Methodology of their Tender will be deemed the MEAT.

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed in below until such time as a MEAT can be determined:

Order of Tie Break Evaluation Criteria:

- 1. Total marks for Qualitative Award Criteria (Non-Cost) (Criteria 1 and 2 combined)**
- 2. Total marks for 1 Quality of Planning and Service Methodology**
- 3. Total marks for 2 Quality of Proposals on the incorporation of Environmentally Sustainable and Social Considerations into the delivery of the Services**
- 4. Total marks for 3 Total Cost only (Blended Daily Rate)**

In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to attend at the Contracting Authorities premises to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

- 3.3.2** Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, appointment to the framework of the highest ranked Tenderer(s) (as determined by paragraph 3.3.1) will be conditional upon: (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.
- 3.3.3** Tenderers should take note that, where a Services Contract is awarded by way of Mini-Competition, the Contracting Authority will require the Framework Member to whom it has decided to award the Services Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) above. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above, then the Contracting Authority may proceed to offer the Services Contract to the next highest-ranked Tenderer.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

- 3.5.1** In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2** Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the lowest ranking preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED FRAMEWORK AGREEMENT(S)

- 3.6.1** The successful Tenderer(s) must sign and return the Framework Agreement(s) in duplicate to the Contracting Authority no later than 7 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to offer a Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1 Part 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can / will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

The following tables include typical subject matters such as may arise under each of the Categories for the provision of Market Research and Surveys Consultancy Services and which Framework Members may be requested to undertake if successful in a mini competition conducted under the Framework Agreements.

Full specifications and requirements, including pricing requirements, for the services required will be set out at the Mini-Competition stage.

It should be noted that there is no commitment to run mini competitions for any of the services listed or under any of the Framework Lots.

The tables provide a list of typical services likely to be required and merely serve to illustrate the type of Services that may be procured under the Framework Agreement.

Lot 1 – Quantitative and Qualitative Research/Survey Services

(Tenderers should note that whilst this list is indicative of typical services likely to be required, it is not exhaustive)

Lot Description:

Research services, typically covering multiple disciplines of design, fieldwork, analysis and reporting from large scale population-based and/or longitudinal studies, with research predominantly primary (i.e. generating new research findings or data, rather than the analysis or interpretation of existing data or information). Research may be quantitative, qualitative or both.

Quantitative Research is conducted using robust samples of the target population, to provide an accurate measure of opinion and behaviour. It involves sample sizes that are robust, and statistically designed to accurately represent the target audience. As such, results are provided to a certain level of statistical confidence, or margin of error. Quantitative data may be collected through:

Face to Face:

- Conducted either door to door, or at pre-defined locations by fully trained interviewers.
- In home, on street, hall tests, exit and in store surveys.
- Sampling points chosen to provide statistical reliability in terms of coverage nationwide.
- Conducted either on paper or on computer tablets by trained interviewers.

Telephone:

- Interviews conducted by phone from a central call centre.
- Surveys scripted onto computers using professional software.

- Can involve surveys conducted from supplied leads, or random digit dialling to provide a random sample of all.

Online:

- Interviews conducted online using a self-completion approach.
- Can be through a specifically recruited market research panel of the population, or from leads supplied.
- Standard & Smartphone enabled surveys.
- Digital-first research methods, such as online panels, real-time feedback tools, and UX Testing.

Omnibus Research:

- Usually has a minimum sample of 1000 interviews.
- Representative of all adults aged 18+ or 16+.
- Can be conducted by phone, face-to-face or online.
- Usually runs at least once a month.
- Can be conducted relatively quickly.
- Has a set schedule each wave/month, so cannot usually be moved.

Mystery Shopping:

- Mystery shopping involves using trained shoppers to undertake tasks and scenarios.
- Measure the performance of staff in meeting these needs.
- May range from a call to a contact centre to enquire about problems with service, or a visit to store to enquire about a new product or service.
- Also measure more tangible aspects such as cleanliness of shops or transport etc.

Qualitative Research aims to provide insights into people's attitudes, motives, aspirations, emotions and behaviour through the collection of in-depth data from individuals or small groups of people. The purpose of this type of research is to capture the experiences of key stakeholders; understand why individuals and/or groups of people have different ways of looking at reality; and, to identify how these differences impact on different contexts.

Analysis focuses on providing in-depth understandings of why or how issues arise rather than on numerical expression.

Qualitative Research is a more in depth and exploratory means of conducting research. It may involve focus group (e.g. 8 to 10 people) or small group interviews (3-6 people) within target groups to meet and discuss the issues that require understanding. Group attendees are professionally recruited by trained interviewers, while moderation and analysis is conducted by trained and professional qualitative researchers. In certain circumstances, clients may be invited to watch and view the discussions to hear for themselves. Has extended to a range of monitoring and discussion techniques, using online and video means.

- Face-To-Face Focus Groups - Standard focus groups of 6-8 people to uncover insight on specific issues.
- Online Communities - Using a social platform to engage with consumers and track behaviour on a specific subject area.

- In-Depth Discussions - Discussions either in-person or by telephone with pre-selected individuals.
- Ethnography - Observing behaviour, body language and interactions either inperson or via CCTV / Go Pros or Vox Pops.
- Immersion Sessions - Facilitating client interaction with consumers. Includes inhome visits and journey follows.
- Online focus groups - Bringing together people from a variety of locations (national or international) into one focus group.
- Eye Tracking & Facial Coding - Monitor what the eyes sees and how facial expressions change when presented with stimulus material.
- Online Bulletin Boards - Asking open response questions on a particular topic and get a verbatim views of the target market.

In addition to the Research Services outlined above, Framework Clients may seek additional related services. They may also request the delivery of these services to include new and evolving technologies in the context of the services to be provided under this Lot.

Examples of emerging areas include data visualization, impact evaluation and advanced analytics.

Big Data Analytics and AI Research Services

Requirements focusing on emerging technologies for processing and analysing large datasets. Big data, machine learning, and predictive analytics in public sector research means advanced analytics could better meet the increasing demand for data-driven, predictive insights.

Data Visualization and Reporting Services

Framework Clients often need clear, actionable insights that are easy to communicate to stakeholders, making data visualization a crucial aspect of market research deliverables. These include tailored dashboards, reports, and visualizations to help Framework Clients interpret complex data more effectively.

Program Evaluation and Impact Assessment

Framework Clients require research related to impact assessments (e.g., evaluating social programs, policy outcomes) to demonstrate the effectiveness of government initiatives.

Lot 2 – Secondary and Specialist Research/Survey Services, (including Social and Community based research)

(Applicants should note that whilst this list is indicative of typical services likely to be required, it is not exhaustive)

Lot Description:

Secondary and Specialist Research, (including Social and Community based research) services including the collation, consideration, analysis, synthesis and interpretation of emerging and existing research, data or information, rather than the production or generation of new primary research. Existing research examined in secondary research exercises can be quantitative, qualitative or both, and services may extend into or include data processing, data coding and data matching.

- Desk Research.
- Research Design.
- Analysis of Statistical Data.

- Internet scraping of information.
- Data Mining.
- Analysing existing Data Sets.
- Literature Review.
- Comparator Analysis.
- Econometric Analysis.
- Produce high-level reports/Presentation of findings in report format.
- Documentary Review/Analysis.
- Data Testing.
- Data Validation.
- Data Reliability Assessment.
- Sample Reliability Assessment.
- Data Profiling.
- Data interpretation.
- Synthesis of Information and Findings.
- Related Advisory Services.
- Fusion of External/Survey data with internal customer databases, to enhance understanding of the customer.
- Delivery of a range of research, data and evaluation objectives, as well as supporting emerging and new research and evidence needs, these can range from small-scale scoping studies to large scale evaluations, (for example in the field of Social and Community based research).
- Requisite subject matter and methodological expertise in research, data and evaluation needs (for example in the field of Social and Community based research).

In addition to the Research Services outlined above, Framework Clients may seek additional related services. They may also request the delivery of these services to include new and evolving technologies in the context of the services to be provided under this Lot.

Examples of emerging areas include data visualization, impact evaluation and advanced analytics.

Big Data Analytics and AI Research Services

Requirements focusing on emerging technologies for processing and analysing large datasets. Big data, machine learning, and predictive analytics in public sector research means advanced analytics could better meet the increasing demand for data-driven, predictive insights.

Data Visualization and Reporting Services

Framework Clients often need clear, actionable insights that are easy to communicate to stakeholders, making data visualization a crucial aspect of market research deliverables. These include tailored dashboards, reports, and visualizations to help Framework Clients interpret complex data more effectively.

Program Evaluation and Impact Assessment

Framework Clients require research related to impact assessments (e.g., evaluating social programs, policy outcomes) to demonstrate the effectiveness of government initiatives.

Lot 3 – Multi Lot Market Research and Survey Consultancy Services Provision

This Lot is to provide Framework Clients with an integrated suite of Service Delivery Solutions encompassing the non-exhaustive Services of Quantitative and Qualitative Research/Survey

Services and Secondary and Specialist Research/Survey Services in such cases where a Framework Client may require an integrated suite of services across Lots 1 and 2 to deliver a required outcome.

OUT OF SCOPE - for the avoidance of doubt, this Framework Agreement does not cover:

- Market Research and Surveys Consultancy Services less than €50,000.
- Any form of legal service or legal advice.

Appendix 1 Part 2: Professional Grade Levels

Professional Grade Levels for all Lots

It is recognised that there is a broad range of research and consulting experience within the marketplace with varying terms used to describe the experience/grades/levels that exist.

In order to bring a standardised grading structure to this Framework and to aid Framework Clients in the development of requirements and specifications, certain Grade/ Level descriptions have been developed, the details of which are set out in the following tables.

Professional Grade Levels for Lot 1 Quantitative and Qualitative Research/Survey Services		
<u>Professional Grade Number</u>	<u>Consulting Profile /Job Titles</u>	<u>Indicative characteristics</u>
Level 5	Managing Director/Partner/ Subject Matter Expert	Extensive achievement in their specialist field, and possessing a recognised record of consistently and extensively delivering valued services to clients in wide-ranging, complex and business-critical contexts. Highly-attuned to client needs and client contexts, consistently applying strategic insight and leadership qualities to both client contexts and consultancy teams. In depth knowledge of the public sector, of current policy, political issues affecting it and/or international perspective on industry, sector trends and challenges. Likely to have more than 15 years' experience.
Level 4	Director	Ultimate responsibility and accountability for project implementation from design right through to reporting. Ensures the correct allocation of resources to the project and supervises the work of all other team members. Key point of contact for client attending all meetings and providing presentations. Likely to have more than 10 years' experience.
Level 3	Associate Director / Senior Manager	Involved at all stages of project, ensures project remains on track, monitors progress against key milestones and deliverables, quality control, client communication. Responsible for directing all aspects of most projects, as above, either on his/her own, or

		alongside a Director. Likely to have more than 7 years' experience.
Level 2	Senior Research Consultant/Research Project Manager/Senior Research Executive	Day-to-day project management, ensuring project remains on track, responsible for internal updates and communications, quality control. Supports the project director in the day to day management of the account from both a technical and client support perspective. Likely to have more than 3 years' experience.
Level 1	Research Consultant/Research Executive	Day-to-day project management, scheduling, production, administration, progress reporting, quality control. Works as part of the broader research team in the administration of the research project. Likely to have 1-3 years' experience.

Professional Grade Levels for Lot 2 Secondary and Specialist Research/Survey Services, (including Social and Community based research)		
<u>Professional Grade</u>	<u>Consulting Profile</u>	<u>Indicative characteristics</u>
Level 5	Managing Director/Partner/Subject Matter Expert	Extensive achievement in their specialist field, and possessing a recognised record of consistently and extensively delivering valued services to clients in wide-ranging, complex and business-critical contexts. Highly-attuned to client needs and client contexts, consistently applying strategic insight and leadership qualities to both client contexts and consultancy teams. In depth knowledge of the public sector, of current policy, political issues affecting it and/or international perspective on industry or sector trends and challenges. Likely to have more than 15 years' experience as a professional consultant.
Level 4	Director/Principal/Senior Manager	Recognised expert in specialist field(s) with a proven and extensive track-record of valued and high-quality consultancy delivery. Highly experienced manager of a project and client portfolios, and a great familiarity and appreciation of the public sector, current policy and political issues. Fully engaged in all aspects of project planning, bidding, budgeting, project management, risk management, project delivery and quality assurance, and in leading and managing teams and developing the experience and capability of others. Likely to have more than 10 years' experience as a professional consultant.
Level 3		Professional consultant with extensive experience and with areas of specialist capability and expertise. Extensive experience in the planning, bidding and management of engagements and projects with responsibilities that include quality assurance and client satisfaction. Substantial proven

	Senior Consultant / Manager	experience in specialist fields of capability, and proven understanding of the needs of clients and how to ensure service value is delivered. Highly-proficient in project and client relationship management. Likely to have more than 7 years' experience as a professional consultant.
Level 2	Consultant	Professional consultant with areas of specialist capability and expertise. Well-practised in client-facing roles, and significant involvement in projects and working in larger teams. Likely to have more than 3 years' experience as a professional consultant.
Level 1	Junior Consultant/Analyst	Professional and capable junior professional, with demonstrable experience in consultancy projects, undertaking specific tasks and with specific responsibilities, including in project proposals and project delivery. Likely to have 1-3 years' experience as a professional consultant.

<u>Professional Grade Levels for Lot 3 Multi Lot Market Research and Survey Consultancy Services Provision</u>		
<u>Professional Grade</u>	<u>Consulting Profile</u>	<u>Indicative characteristics</u>
Level 5	Managing Director/Partner/ Subject Matter Expert	Extensive achievement in their specialist field, and possessing a recognised record of consistently and extensively delivering valued services to clients in wide-ranging, complex and business-critical contexts. Highly-attuned to client needs and client contexts, consistently applying strategic insight and leadership qualities to both client contexts and consultancy teams. In depth knowledge of the public sector, of current policy, political issues affecting it and/or international perspective on industry or sector trends and challenges. Likely to have more than 15 years' experience as a professional consultant.
Level 4	Director/Principal/Senior Manager	Recognised expert in specialist field(s) with a proven and extensive track-record of valued and high-quality consultancy delivery. Highly experienced manager of a project and client portfolios, and a great familiarity and appreciation of the public sector, current policy and political issues. Fully engaged in all aspects of project planning, bidding, budgeting, project management, risk management, project delivery and quality assurance, and in leading and managing teams and developing the experience and capability of others. Likely to have more than 10 years' experience as a professional consultant.
Level 3		Professional consultant with extensive experience and with areas of specialist capability and expertise. Extensive experience in the planning, bidding and management of engagements and projects with responsibilities that include quality assurance and client satisfaction. Substantial proven experience in specialist fields of capability, and proven

	Senior Consultant / Manager	understanding of the needs of clients and how to ensure service value is delivered. Highly-proficient in project and client relationship management. Likely to have more than 7 years' experience as a professional consultant.
Level 2	Consultant	Professional consultant with areas of specialist capability and expertise. Well-practised in client-facing roles, and significant involvement in projects and working in larger teams. Likely to have more than 3 years' experience as a professional consultant.
Level 1	Junior Consultant/Analyst	Professional and capable junior professional, with demonstrable experience in consultancy projects, undertaking specific tasks and with specific responsibilities, including in project proposals and project delivery. Likely to have 1-3 years' experience as a professional consultant.

Appendix 1 Part 3: Response to Award Criteria

Tenders must be completed in full using Part B of the Tender Response Document which is provided as a separate attachment to this RFT.

Using the template provided in the Tender Response Document, Tenderers must set out in a clear and comprehensive manner their proposed approach for the provision of the Services.

Award Criterion 1. Quality of approach to Service Delivery Methodology (300 Marks)

The Tenderer's response to this criterion must be submitted in the allotted space in Tender Response Document Part B, attached to this Request for Tenders.

Tenderers must demonstrate the quality of their proposed planning and services delivery methodology including, but not limited to, team selection, continuity, service standards and quality assurance to be deployed in fulfilling their obligations for Service Contracts awarded under the Framework Agreement. This must be demonstrated via the submission of a detailed description of their proposal in the allotted space in the Tender Response Document Part B.

Tenderers are required to demonstrate how they will plan and execute services requirements as part of any Services Contract(s) awarded under this Framework Agreement and their response is to include, but not be limited to, details on how they would propose to manage the following:

- Describe the following activities as part of the service delivery methodology: project planning, project plan, project methodology, toolkits, key performance indicators and use of best practice and/or benchmarks.
- Provide an example of a Project Management Plan consisting of relevant key activities and procedures.
- Describe their approach to conducting a risk analysis for any services to be provided.

- Describe what strategies/correction actions would be put in place to ensure the deliverables are achieved within the agreed deadline.
 - Describe how you ensure that resources proposed at the start of the contract are suitable, trained and have the necessary knowledge to be directly effective to deliver the requested service.
 - Proposed approach to performance and issues management including where necessary proposed resolution plans and escalation procedures
 - Proposed approach to facilitating knowledge sharing, skills transfer and innovative and better ways of working with Framework Clients, in order to drive continuous improvements for the benefit of Framework Clients.
- **Please note that there are no sub-criteria.** Tenders will be evaluated and scored on the overall quality and comprehensiveness of their proposal.
 - Please note the page limit for responses to **Award Criterion 1** is **8 x A4 pages**. Any pages beyond this will NOT be considered.
 - Tenderers should note that all responses submitted in the TRD should be in Calibri font and no less than font size 11.
 - Any additional information included as appendices, for example in the form of tables, brochures, graphics, or embedded links NOT permitted in response to the award criteria. Any such information submitted will NOT be considered.

Award Criterion 2. Quality of Proposals on the incorporation of Environmentally Sustainable and Social Considerations into the delivery of the Services (100 Marks)

The Tenderers response to this criterion must be submitted in the allotted space in Tender Response Document Part B, attached to this Request for Tenders.

Tenderers must demonstrate how they support and implement environmental and sustainable efficiencies in their practices and in the delivery of Services awarded under this Framework Agreement. Such measures may include but may not be limited to their proposed approach to

- prevention or minimisation of waste
- use of recycled products and recycling facilities
- energy conservation in buildings and use of equipment
- minimising storage requirements and use of paperless office solutions
- providing alternatives to one-use disposable products

Tenderers must also demonstrate how they support and implement Social Considerations in their practices and in the delivery of Services awarded under this Framework Agreement. Such measures may include but may not be limited to:

- Targeted Recruitment & Training for disadvantaged or priority groups.
- Work placements for people who are considered to be disadvantaged in the labour market.
- Digital Inclusion initiatives

- Cybersecurity initiatives
- Apprenticeship initiatives

- Tenders will be evaluated and scored on the overall quality and comprehensiveness of their response to Award Criterion C. **There are no sub criteria.**
- Please note the page limit for responses to **Award Criterion 2** in total is **3 x A4 pages**. Any pages beyond this will NOT be considered.
- Tenderers should note that all responses submitted in the Tender Response Document should be in Calibri font and no less than font size 11.
- Any additional information included as appendices, for example in the form of tables, brochures, graphics, or embedded links is NOT permitted in response to the award criteria. Any such information submitted will NOT be considered.

Appendix 2: Pricing Schedule

Tenderers are required to complete the pricing tables associated with this RFT, the format and content of which is detailed below. The pricing tables must be completed at C1 Cost Table in **Tender Response Document Part C**.

Award Criterion 3: Cost (Maximum Daily Rate) (600 marks)

- Cost assessment for all Lots will be on the basis of a Blended Daily Rate.
- **In order to establish the applicable Blended Daily Rate, Tenderers must provide a maximum daily rate by inserting a monetary value for each Professional Grade Level regardless of the size of the Tenderers firm/ practice. Please Note: One day's work is defined as 7.5 hours.**
- For the avoidance of doubt Tenderers are not required to have staff for all Professional Grade Levels listed on the Blended Daily Rate Card when submitting a price for each Professional Grade Level.
- Where Tenderers do not have staff for each Professional Grade Level, Tenderers, when inserting a monetary amount for each Professional Grade Level, must carefully consider at what rate he/she can provide the services in practice.
- All prices quoted must be inclusive of all costs (including travel expenses and subsistence), expressed in Euro only, but exclusive of VAT.
- Full descriptions of each Professional Grade Level are set out at Appendix 1 Part 2 and on Page 13 of each TRD.
- The Blended Daily rate has set weightings in the Cost Award Criteria table for the purposes of Framework evaluation only. These weightings will not be applicable at mini competition stage. Please do not adjust the allocated percentage input weightings. Tenderers please note that weightings may differ for the respective levels in the various lots.

Applicable tables for each Lot are outlined below.

Lot 1 Quantitative and Qualitative Research/Survey Services				
Professional Grade	Consulting Profile	Maximum Daily Rate	% Allocated Weighting <u>Do Not Adjust</u>	Cost
Level 5	Managing Director/Partner/ Subject Matter Expert	€Insert here	20%	€Insert here
Level 4	Director	€Insert here	20%	€Insert here

Level 3	Associate Director / Senior Manager	€Insert here	30%	€Insert here
Level 2	Senior Research Consultant/Research Project Manager/Senior Research Executive	€Insert here	20%	€Insert here
Level 1	Research Consultant/Research Executive	€Insert here	10%	€Insert here
Blended Daily Rate Cost				€Insert here

Lot 2 Secondary and Specialist Research/Survey Services, (including Social and Community based research) C1 - COST TABLE – BLENDED DAILY RATE				
Professional Grade	Consulting Profile	Maximum Daily Rate	% Allocated Weighting <u>Do Not Adjust</u>	Cost
Level 5	Managing Director/Partner/Subject Matter Expert	€Insert here	20%	€Insert here
Level 4	Director/Principal/Senior Manager	€Insert here	20%	€Insert here
Level 3	Senior Consultant / Manager	€Insert here	30%	€Insert here
Level 2	Consultant	€Insert here	20%	€Insert here
Level 1	Junior Consultant/Analyst	€Insert here	10%	€Insert here
Blended Daily Rate Cost				€Insert here

Lot 3 Multi Lot Market Research and Survey Consultancy Services Provision				
C1 - COST TABLE – BLENDED DAILY RATE				
Professional Grade	Consulting Profile	Maximum Daily Rate	% Allocated Weighting	Cost
			<u>Do Not Adjust</u>	
Level 5	Managing Director/Partner/ Subject Matter Expert	€Insert here	20%	€Insert here
Level 4	Director/Principal/Senior Manager	€Insert here	20%	€Insert here
Level 3	Senior Consultant / Manager	€Insert here	30%	€Insert here
Level 2	Consultant	€Insert here	20%	€Insert here
Level 1	Junior Consultant/Analyst	€Insert here	10%	€Insert here
Blended Daily Rate Cost				€Insert here

Mandatory Requirement

All Lots – Mini-Competition/Supplementary Request for Tenders (SRFT): Daily Rate Card/s

- Tenderers should note that this element of the response **will not be evaluated** under the Award Criteria. However, failure to complete the rate card at C2 of Part C of the TRD or the Tenderer's failure to input the professional grade rates used by the Tenderer to calculate the Blended Daily Rate submitted under Award Criterion 3, may result in the Tender being deemed non-compliant and eliminated from the competition under the relevant Lot.
- Tenderers should note the Contracting Authority has set an UPPER LIMIT on the allowable Maximum Daily Rate Cards (Ceiling Rates) that can be tendered for each Professional Grade under each Lot. While these maximum (capped) ceiling daily rates can be equalled, a breach of a capped Ceiling Rate under any Lot(s) may result in the tender being deemed non-compliant and being eliminated from the competition under the relevant Lot(s).
- Tenderers must complete a **Daily Rate Card** for each Framework Lot. Tenderers must provide a Daily Rate Card (DRC) for each Professional Grade detailing the maximum ceiling rates charged per day for Mini-Competitions/SRFTs. The individual DRC is not evaluated but required to ensure ceiling rates are adhered to under all mini competitions subsequently run under the framework.
- Tenderers are reminded that the Rates tendered in response to this Competition will be capped for the Term of the Framework Agreement subject to the increase in Rates allowed pursuant to clause 2.10.6 of the RFT. **Please Note: One day's work is defined as 7.5 hours.**
- The maximum ceiling Daily Rate Card charges for each Professional Grade cannot exceed the professional grade rates used by the Tenderer to calculate the Blended Daily Rate submitted under Award Criterion 3.
- Tenderers must provide a maximum daily rate by inserting a monetary value for each Professional Grade Level. Tenderers must complete the full table provided in Section C2 of the Tender Response Document Part C (replicated for information at Appendix 2 of this RFT) regardless of the size of the Tenderers firm/ practice.
- For the avoidance of doubt Tenderers are not required to have staff for all Professional Grade Levels listed on the Maximum Daily Rate Card when submitting a price for each Professional Grade Level.
- Where Tenderers do not have staff for each Professional Grade Level Tenderers, when inserting a monetary amount for each Professional Grade Level, must carefully consider at what rate he/she can provide the Services in practice.
- Full descriptions of each Professional Grade Level are set out at **Appendix 1 Part 2**.
- The rates quoted must be inclusive of **all costs** (including travel expenses and subsistence), expressed in Euro only, but exclusive of VAT.
- For the avoidance of doubt, the rates provided by Tenderers in their **Maximum Daily Rate Card** for each Professional Grade under each Lot shall be:
 - ✓ equal to or lower than the **UPPER LIMIT** of the maximum daily rate for each grade;
 - ✓ the Maximum Daily Rates allowable at Mini-Competition (SRFT) stage;

Applicable tables for each Lot are outlined below. Please complete in Section C2 of Part C of the TRD

MAXIMUM DAILY RATE CARD Lots 1, 2 and 3		
Professional Grade	<i>Upper Limit: (Capped) Ceiling Daily Rate</i>	Mini Competition Maximum Daily Rate
Level 5	€2,500	€Click here and insert amount
Level 4	€2,000	€Click here and insert amount
Level 3	€1,500	€Click here and insert amount
Level 2	€1,000	€Click here and insert amount
Level 1	€700	€Click here and insert amount

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: [Insert name of Contracting Authority] (the "Contracting Authority")

RE: Request for Tenders for the Provision of Market Research & Surveys Services (PAS141F)

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Framework Agreement and the Services Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of:
 - a) the RFT;
 - b) the Framework Agreement and agree that, if offered appointment to the framework, we will execute the Framework Agreement at Appendix 5 of the RFT and the Confidentiality Agreement at Appendix 7 of the RFT;
 - c) the Services Contract and agree if awarded any contract pursuant to the Framework Agreement to execute the Services Contract at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Services in accordance with the RFT, our Tender, the SRFT and our response to SRFT if awarded any Services Contract pursuant to a Framework Agreement.
5. We agree that, if awarded any contract pursuant to a Framework Agreement that we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract pursuant to a Framework Agreement, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT and as required by the SRFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this

Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

SIGNED (Authorised Signatory)	Company
Print name	Address
Date	

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of **Market Research & Surveys Services (PAS141F)**

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorised by [Click here and insert name of entity] to make this declaration which related to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated [insert date] titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has
 - (a) ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - (b) ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - (c) ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - (d) ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - (e) ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - (f) ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]
 - (a) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - (a) That the preparation of the Tender was carried out independently.
4. [Click here and insert name of entity]

- (a) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (b) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (c) Is not guilty of grave professional misconduct.
- (d) Has not entered into agreements with other economic operators aimed at distorting competition.
- (e) Is not aware of any conflict of interest due to its participation in the Competition;
- (f) Has not had any prior involvement in the preparation of the Competition;
- (g) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- (h) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (i) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators

identified in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me)

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

**Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declaration Act, 1938 (as amended).*

Appendix 5: Framework Agreement

Framework Agreement for the provision of **Market Research & Surveys Services (PAS141F)**

THIS FRAMEWORK AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20 [YEAR]:

("the Framework Agreement")

BETWEEN:

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitilisation whose offices are located at Government Buildings, Upper Merrion Street , D02 R583 ("the Contracting Authority"); and

[Insert name of Framework Member] whose principal place of business is at [Address] ("the Framework Member")

(each a "Party" and together the "Parties")

WHEREAS:

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] and entitled "[]" ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Commencement Date” means _____;

“Contract” means a Services Contract which is awarded in accordance with this Framework Agreement

“Services Contract” means the template contract attached at Appendix 6 to the RFT;

“Framework Client” means any party identified in Part 1, paragraph 1.4 of the RFT who may award Contracts pursuant to this Framework Agreement;

“Framework Term” means the period set out in Clause 2.5 of this Framework Agreement;

“Month” means a calendar month;

“Prime Contractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT;

“Subcontractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT;

Unless otherwise specified herein, a defined term used in this Framework Agreement shall have the same meaning as assigned to it in the RFT.

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.

- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.
- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Framework Client(s) are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement by the Framework Client(s) and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Framework Client(s) shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire [insert term of Framework] thereafter (“the Framework Term”) unless terminated earlier in accordance with this Framework Agreement.
- 2.6 The Contracting Authority reserves the right, at its discretion and subject to its obligations at law, to extend the Framework Term for a period or periods of up to 12 months with a maximum of 1 of such extensions on the same terms and conditions.
- 2.7 The Framework Member shall be an independent Contractor and not be deemed an employee of the Contracting Authority or the Framework Client. This Framework Agreement shall not be deemed or construed to create a joint venture, partnership and/or fiduciary or other relationship between the Framework Member and the Contracting Authority/Framework Client. The officers, employees or agents of the Framework Member are not and shall not hold themselves to be (and shall not be held out by the Framework Member as being) servants, employees or agents of the Contracting Authority/Framework Client for any purposes whatsoever.
- 2.8 The Contracting Authority would refer the Framework Member in particular to the provisions of Regulation EU 2022/1031 on the access of third country economic operators, goods and services to the Union’s public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to its obligation to comply herewith.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

- 3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement or as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

4. SERVICES CONTRACT

- 4.1 This Framework Agreement relates to the provision of the Services.
- 4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to the Framework Client(s) in accordance with the Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Framework Member shall be required to enter into the Services Contract with the Framework Client.

5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.1 On each occasion that a Framework Client proposes to award a Contract under this Framework Agreement, the Contracting Authority or the Framework Client shall issue (by electronic means) a Supplementary Request for Tenders ("SRFT") to all Framework Members in accordance with the following procedure (a "Mini-Competition"):
- 5.1.1 The SRFT shall set out:
- (a) the scope and term of the Services required including (but not limited to);
 - (i) identifying the Role required to deliver the specific needs of the Framework Client.
 - (ii) identifying the experience levels required (i.e. Junior, Intermediate or Senior).
 - (iii) specifying how the Services are to be provided (i.e. set number of days/hours at set times, or on a draw down basis).
 - (iv) the maximum number of days which may be drawn down over the Term of the Services Contract.
 - (v) specifying whether or not resources are to be managed by the Framework Client or the Framework Member.
 - (vi) specifying where the work is to be carried out i.e. on-site, hybrid or remote.
 - (vii) specifying the hours of attendance.
 - (b) the deadline (date and time) for the receipt of responses to the SRFT (each a "Response") taking into account the complexity of the Services Contract and the time needed to prepare an appropriate Response. Responses received after the deadline will not be considered;
 - (c) the types and levels of insurance required for the Services Contract;

- (d) whether presentation of proposals will be required or otherwise;
 - (e) Any additional conditions (if any) that will apply to the Contract in addition to the terms and conditions of the Services Contract.
- 5.1.2 All Responses to the SRFT must be submitted via the eTenders facility only. Responses received in any other manner including e-mail or hardcopy will not be considered.
- 5.1.3 Any clarifications issued by the Contracting Authority or the Framework Client, as applicable, in relation to a SRFT will be communicated via the eTenders facility only.
- 5.1.4 The Framework Client may award a Contract following an evaluation of the Responses based on the Award Criteria set out in Clause 6.1 below.
- 5.1.5 The Contracting Authority and the Framework Client reserve the right to issue or seek written clarifications.

6. AWARD CRITERIA

- 6.1 The award criteria for Mini-Competitions shall be:

Award Criteria	Weighting (range)
Cost	20% - 80%
Quality of approach to Service Delivery Methodology	0% - 80%
Contract Management	0% - 80%
Quality, Relevant Expertise and Availability of Proposed Team	0% - 80%

Framework Clients may activate one or more of the Award Criteria above and assign marks only within the ranges set out as appropriate to the specific requirements of their Mini-Competition. The Award Criteria and associated marks will be set out in the SRFT. The Contracting Authority and/or the Framework Client may apply further Sub-Criteria under the Award Criteria set out above. Any such Sub-Criteria will be detailed in the SRFT.

Tenderers should note that at SRFT stage, the weightings assigned to the Award Criteria and the specific Award Criteria to be applied (including any Sub-Award Criteria) from the above Criteria will be determined having regard to the specific requirements of the Services sought.

- 6.2 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Framework Client.
- 6.3 The Contracting Authority or the Framework Client may cancel a Mini-Competition at any time prior to a Contract being executed by the Framework Client. Any notification of preferred bidder status by the Contracting Authority or a Framework Client shall not give rise to any enforceable rights by the Framework Member.
- 6.4 The Framework Client will require the Framework Member to whom it has decided to award the Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) of the RFT. Where

the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then the Contracting Authority may proceed to offer the Contract to the next highest-ranked Tenderer.

7. APPLICABLE LAW AND JURISDICTION

- 7.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

- 8.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and any and all Contract(s).

9. TAX CLEARANCE

- 9.1 The Framework Member shall comply with all applicable EU and domestic taxation laws and requirements.
- 9.2 Prior to the award of any Contract, the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority or any Framework Client. By supplying these numbers the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to subcontractors.

10. ANTI COMPETITIVE CONDUCT

- 10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.

11. CONFLICTS OF INTEREST

- 11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Subcontractor(s)) (a "Conflict") must be fully disclosed to the Contracting Authority and any relevant Framework Client(s) immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority and / or the Framework Client(s) may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority and / or the Framework Client(s) will, in their absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

- 12.1 Any registerable interest involving a Framework Member and the Contracting Authority, any Framework Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of

a Response, it must be communicated to the Contracting Authority and / or Framework Client(s) immediately upon such information becoming known. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

- 13.1 All communications between the Contracting Authority or any Framework Client(s) and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority and any Framework Client with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member's employees and personnel, including subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority and/or the Framework Client(s), to sign a confidentiality agreement in a format as determined by the Contracting Authority and/or the Framework Client(s).
- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.
- 13.3 No publicity regarding this Framework Agreement or any Mini Competition or Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority and any relevant Framework Client(s) has given their prior written consent to the relevant communication.

14. NOTICES

- 14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- 14.2 All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;
 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 3. if communicated by email, on the next calendar day following transmission.

15. GIFTS

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority and the Framework Client(s) may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

- 16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. Neither the Contracting Authority nor any Framework Client shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

- 17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving **1 months** written notice to the Framework Member.
- 17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;
- 17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and the Framework Client(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Client.
- 17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
- 17.2.4 in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply to the Framework Member;
- 17.2.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
- 17.2.6 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.
- 17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.

- 17.4 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 17.5 The Contracting Authority shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Contracting Authority becomes aware:
- 17.5.1 that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Framework Member;
- 17.5.2 that the Framework Member (on its own or resulting from its subcontractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

18. FREEDOM OF INFORMATION

- 18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

19. DISPUTE RESOLUTION

- 19.1 In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- 19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- 19.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 19.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to Mediators' Institute of Ireland to appoint a mediator.

- 19.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- 19.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- 19.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
- 19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within 30 days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

IN WITNESS WHEREOF this Framework Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY in the presence of: _____ Witness	SIGNED by _____, being an Officer so authorised by the FRAMEWORK MEMBER in the presence of: _____ Witness
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FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

The Contracting Authority has detailed below the minimum reporting and information requirements that shall be provided by Framework Member(s). It is a condition of the Framework Agreement that additional and different reports may be requested and required during the lifetime of the Framework Agreement and any Contracts awarded pursuant to the Mini-Competition. Framework Member(s) shall be required to assist with the development of these additional and different reports.

All management information must be readily available for the Contracting Authority within five (5) working days from request. Reports shall be made available in such electronic and paper formats as may be requested by the Contracting Authority from time to time.

Minimum Report Types required by the Contracting Authority during the lifetime of the Framework Agreement:

The Contracting Authority shall require reports that give a strategic view of the Framework Agreement and the Framework Member's performance. Without prejudice to the generality of the foregoing the table below details the minimum report types required during the Term of the Framework Agreement.

Minimum OGP Report Types	Frequency of Reports
Number of Mini-Competitions applied for during the Year	Annually and on request
Number of Mini-Competitions won during the Year	Annually and on request
Reports to also include: • Client's Name • Client's Contact Details • Detail of the Services Awarded • Contract Start and End Dates • Value of Contract (€)	Annually and on request

FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

Framework Management:

Management of the Framework is a key element in the successful implementation of a Framework Agreement.

The Contracting Authority will identify their main point of contact ("Client Representative"). Framework Members will identify their main point of contact for each Framework Client ("Account Manager"). The respective points of contact are key to the management and delivery of the overall Services. The Client Representative and the Account Manager must have the necessary authority to make decisions and deal directly with all matters relating to this agreement.

The Framework Member is responsible for its own costs in complying with the management provisions in this Framework Agreement.

The Account Manager will ensure that any queries, requests and/or issues which may arise on the part of the Contracting Authority are addressed in a timely manner. If the Account Manager is replaced for any reason by the Framework Member a minimum of two week's advance notice in writing (notice via email will suffice) must be given to each Framework Client and to the Contracting Authority.

The Framework Member's performance will be continually monitored over the Term of the Framework Agreement by the Contracting Authority. Framework Client feedback will be the main criteria for measuring performance.

Where possible, disputes or potential disputes will be resolved within the Framework Management structure and the provisions of clause 19 of the Framework Agreement will be invoked only where no resolution has been possible within this structure.

Please note that the management of individual Services Contracts will remain the responsibility of each individual Framework Client.

Reporting to the Contracting Authority

The Contracting Authority has detailed below the minimum reporting and information requirements that shall be provided by Framework Member(s). Tenderers should note that the Contracting Authority shall require Framework Agreement reports and that Framework Clients may require separate reports on their individual contracts. It is a condition of the Framework Agreement that additional and different reports may be requested and required during the lifetime of the Framework Agreement and any Contracts awarded pursuant to Mini-Competition. Framework Member(s) shall be required to assist with the development of these additional and different reports.

All management information must be readily available for the Contracting Authority within five working days from the request. Reports shall be made available in such electronic and paper formats as may be requested by the Contracting Authority from time to time.

Minimum report information required by the Contracting Authority during the Term of the Framework Agreement:

The Contracting Authority shall require Framework Agreement reports that give a strategic view of the Framework Agreement and the Framework Members' performance. The table below details the minimum report information that must be included in the Framework Agreement reports by the Framework Member(s) during the Term of the Framework Agreement.

All report Information shall be readily available for the Contracting Authority within five (5) working days following a request in writing.

Framework Agreement Report Information Required		Frequency of reports
Number of Mini-Competitions applied for during the 3 month period.		Quarterly
Number of Mini-Competitions awarded during the 3 month period.		Quarterly
Reports to also include: • Client's name; • Client's Sector (i.e. Health, Education etc.); • Client's Contact Details; • Duration of Contract awarded including Start and end Dates; • Value of contract (€); • A detailed breakdown of the type and value of services provided under each contract including, at a minimum: ○ Nature of the Services; ○ Number of Resources; ○ Detail of the Roles provided; ○ No. of days per role; ○ Daily Rate(s) and any other costs.		Bi-Annually and on request

Tenderers must also provide a dedicated point of contact at all times, to ensure any issues which may arise are resolved in a timely manner.

Framework Review Meetings:

The Contracting Authority may invite Framework Members to attend Framework review meetings. Other attendees, for example subject matter experts from Framework Client organisations, may be invited depending on the subject matter for discussion. Specifically but not exclusively, Framework review meetings will seek to:

- i. Review participation in Mini-Competitions by the Framework Member.
- ii. Identify and discuss relevant issues between the parties to the Framework Agreement.

Appendix 6: Services Contract

[Insert name of Framework Client]

and

[Insert successful Framework Member's full legal name]

AGREEMENT

Relating to the Provision of Services pursuant to

Request for Tenders for the Establishment of a Multi Supplier Framework for the provision of

Market Research & Surveys Services (PAS141F)

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY [MONTH] OF 20[YEAR] (“EFFECTIVE DATE”) BETWEEN:

[Insert name of Framework Client] of [address] (“the Client”);

and

[Framework Member’s full legal name], of [address:] (“the Contractor”)

(each a “Party” and together “the Parties”).

WHEREAS:

- A.** By Request for Tender entitled “[]” advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] (“the RFT”) the Contracting Authority invited economic operators (“Tenderers”) to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the “Services”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B.** The Contractor submitted a response to the RFT dated [insert date of tender] (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.
- C.** The Contracting Authority and the Contractor entered into a framework agreement on [insert date of Framework Agreement] (the “Framework Agreement”). The Framework Agreement is incorporated by reference into this Agreement.
- D.** In accordance with the Framework Agreement, by way of Supplementary Request for Tenders dated [insert date of SRFT] (“the SRFT”), the Client invited responses from Framework Members for the provision of Services. References to the SRFT shall include any clarifications issued by the Client via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “SRFT Clarifications”). The SRFT (including the SRFT Clarifications) is hereby incorporated by reference into this Agreement.
- E.** The Contractor submitted a response to the SRFT dated the [Date of Response] (the “Response”). References to the Response shall include any clarifications issued by the Contractor in writing to the Client between [insert date] and [insert date] (the “Response Clarifications”). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

- 1.** This Agreement (“Agreement”) consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and the Schedules attached hereto;
 - ii The Framework Agreement;

- iii. The RFT;
 - iv. The SRFT;
 - v. The Submission;
 - vi. The Response.
2. The Contractor agrees to provide the Services described in Schedule B (the “Services”) to the Client in accordance with this Agreement. Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT, the SRFT, the Submission and the Response (“the Specification”).
 3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
 4. For the purposes of this Agreement, the Client’s Contact is [insert contact name] of [insert contact address]; the Contractor’s Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].
 5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on [insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).
- Delete and replace with “Not Used” if not applicable:*
- The Client reserves the right to extend the Term for a period or periods of up to [Insert number] months with a maximum of [Insert number] such extensions permitted subject to its obligations at law.
6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
 7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
 8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
 9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

SIGNED for and on behalf of the Client

(being a duly authorised officer)

SIGNED for and on behalf of the Contractor

Witness

Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A.** The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and subcontractors. The Contractor shall require its agents and subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and subcontractors under this Agreement.
- B.** In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
- 1.** provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 - 2.** comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 - 3.** comply with all local security and health and safety arrangements as notified to it by the Client; and
 - 4.** provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C.** The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its subcontractors and shall ensure that its subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4), to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its subcontractors.
- D.** Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the

exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- E.** During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F.** The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G.** The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H.** The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I.** In case of public procurement procedures which are subject to an IPI measure as well as in the case of contracts awarded based on a framework agreement, where the estimated value of those contracts is equal to or above the values set out in Article 4 of Directive 2014/24 EU and where those framework agreements are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

 - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 - iii. to provide, upon request, adequate evidence corresponding to point (i) or (ii) above;
 - iv. to pay to a proportionate charge, in the event of non-observance of the obligations referred to a point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

- A.** Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B.** Discharge of the Charges is subject to:
 - 1.** Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2.** The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3.** Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 - 4.** The Contractor having provided its current Tax Clearance Certificate to the Client. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C.** The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D.** Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum

then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [date], , remains unchanged;
 - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 - 8. *Delete and replace with "Not Used" if not applicable:*
 - it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 - 9. the Client shall be under no obligation to purchase any minimum number or value of Services; and
 - 10. it retains and shall maintain for the Term insurances for the nature and amount specified in the SRFT. The Contractor undertakes to advise the Client forthwith of

any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.10.

- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

Prior to publication please ensure to insert amounts/figures where applicable. When finished, delete these instructions.

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligent act or negligent omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. ***Delete and replace with "Not Used" if not applicable:***
- Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed [insert amount – eg: [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.
- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:
- [insert]

("the Retention Amount") which Retention Amount shall not at any given time exceed [number] per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

- G.** *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:*

Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

- H.** *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:*

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [amount] per week/day, or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of [amount] (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

6. INTELLECTUAL PROPERTY

- A.** Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B.** Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this

Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

- C.** All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D.** The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E.** The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F.** Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G.** The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
 - 1. its professional advisers subject to the provisions of this clause 7; or
 - 2. as may be required by law; or
 - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 - 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the Confidentiality Agreement between the Contractor and the Client dated [insert date] and entered into pursuant to clause 13.2 of the Framework Agreement ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

- 1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
- 2. which is or becomes public knowledge other than by breach of this clause; or
- 3. is independently developed by the disclosing Party without access to or use of the Confidential Information.

is lawfully received by the disclosing Party from a third party (with full right to disclose).

- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

- D.** In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- E** The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A.** A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B.** In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C.** If the Force Majeure Event continues for 14 calendar days either Party may terminate at 14 days' notice.
- D.** In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving 1 month's written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 1 month's written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 - 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. If requested by the Client, the Contractor shall, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

- B.** The Contractor agrees to:
- 1.** liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 - 2.** maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 - 3.** comply with all reasonable directions of the Client; and
 - 4.** comply with the service levels and performance indicators set out in Schedule D.
- C.** The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

- A.** In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B.** The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C.** If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D.** If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to Mediators' Institute of Ireland to appoint a mediator.
- E.** Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F.** The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G.** For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A.** This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B.** This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

- A.** Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B.** All notices shall be deemed to have been served as follows:
 - 1.** if personally delivered, at the time of delivery;
 - 2.** if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 3.** if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

- A.** Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void. Notwithstanding the foregoing, the Framework Client may, at any time, assign or otherwise transfer the whole or any part of this Agreement to any Minister or public sector body, entity, or office. Any such assignment, novation or transfer will be done at no additional cost to the Framework Client.
- B.** Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

17. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

19. MEDIA

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A.** The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B.** Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.

- C.** The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

- A.** Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B.** The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. EQUIPMENT

- A.** The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B.** All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C.** The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D.** The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
- i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E.** On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or subcontractors.

23. NON SOLICITATION

- A.** For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

- A.** At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B.** The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C.** A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D.** All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E.** The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F.** On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G.** In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H.** The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

A. In this Agreement the following terms shall have the meanings respectively ascribed to them:
“Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E.** The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F.** The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G.** The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H.** The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I.** The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J.** The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. (IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement

(OR IF USING A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

The Client consents to the Contractor appointing such sub-processors identified in the Response and set out in Schedule E. During the Term of the Services Contract, if the Contractor proposes any changes to its sub-processor(s), the Contractor must inform the Client at least 30 days in advance. The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any replacement sub-processor. If the Client does not object to the notified amendments within the 30 day period, the Client shall be deemed to have consented to the change. The Client shall have absolute discretion as to the suitability of any proposed replacement sub-processor.

The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor. The Contractor shall, if called upon to do so, make available to the Client, copies of such sub-processing agreements in order to evidence compliance with this clause. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

[Delete and replace with 'Not Used' if not applicable:

This is a free text area to allow the Client to include any additional conditions to the Contract, for example a price review clause. Such additional conditions can be set out here by the Client]

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject
4. Approved Third Party Processors

[Contractor to provide list of its third party processors at the time of signing the Framework Contract which shall include full names of the entities.]

Appendix 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority]/[insert name of Framework Client] of [insert address] (hereinafter “the Client”) of the one part; and [Framework Member's legal name] of [Framework Member's address] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the [insert name of Contracting Authority] invited tenders (“Tenders”) for the provision of the Services described in Appendix 1 to the RFT (the “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor and the [Insert name of Contracting Authority] have entered into a framework agreement dated [insert date] (“the Framework Agreement”).

- B. For the purposes of the tender process referred to in the RFT (the “Competition”), the Framework Agreement and any subsequent contract or contracts awarded thereunder (if any) (the “Contract(s)”) certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Client, the supply of Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, subcontractors and other suppliers) for the purposes of the Framework Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and

repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Client, to communicate or disclose any part of such Confidential Information to any person except:

- i to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or
- ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Clients; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor’s possession (with full right to disclose) before receiving it from the Client, as applicable; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Clients with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;

6.3 upon termination of the Competition (or the Framework Agreement or the Contract) for whatever reason to furnish to the Client all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority and/or any

Framework Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Client and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Framework Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Client as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client, as applicable, and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11.
 - A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
 - “Data Controller” has the meaning given under the Data Protection Laws;
 - “Data Processor” has the meaning given under the Data Protection Laws;
 - “Data Subject” has the meaning given under the Data Protection Laws;
 - “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - “Personal Data” has the meaning given under Data Protection Laws;
 - “Processing” has the meaning given under the Data Protection Laws;
 - B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
 - C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
 - D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
 - (1) process that Personal Data only on the written instructions of the Contracting Authority;

- (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E.** The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F.** The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G.** The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H.** The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination

of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

- I.** The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J.** The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K.** The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L.** The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made daily and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M.** The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

OR

The Client consents to the Contractor appointing such sub-processors identified in set out in Schedule A. During the Term of the Services Contract, if the Contractor proposes any changes to its sub-processor(s), the Contractor must inform the Client at least 30 days in advance. The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any replacement sub-processor. If the Client does not object to the notified amendments within the 30 day period, the Client shall be deemed to have consented to the change. The Client

shall have absolute discretion as to the suitability of any proposed replacement sub-processor.

The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor. The Contractor shall, if called upon to do so, make available to the Client, copies of such sub-processing agreements in order to evidence compliance with this clause. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

- N.** Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Client _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject
4. Approved Third Party Processors

[Contractor to provide list of its third party processors at the time of signing the Framework Contract which shall include full names of the entities.]

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