



AGRICULTURE AND FOOD DEVELOPMENT AUTHORITY

The objective of this CFT is to establish a	Multi-Party Framework for the supply of Chemical Storage Units and Associated Ancillary Services to Teagasc
Procedure	Open Procedure (non-OJEU)
eTenders CFT ID	6355750 - C4256
Issue Date	21/08/2025
Closing Date for Queries	04/09/2025 – 13:00
Contact for Queries	via eTenders messaging facility
Closing Date / Time for receipt of Responses – to be submitted via www.etenders.gov.ie ONLY	15/09/2025 – 17:00
Please note that information relating to this Call for Tenders, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.	

Disclaimer

All information contained in this Invitation to Tender document is provided for the purpose of facilitating the production and submission of tenders.

Tenderers are recommended to read the Invitation to Tender document thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is factually correct, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in this document or otherwise provided by or on behalf of **Teagasc – the Agriculture and Food Development Authority** (hereinafter “the Contracting Authority”), in writing or otherwise, to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on this document, or for the information contained in this document, or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority shall **NOT** be bound to accept the lowest or any tender proposal and reserves the power to accept any part of any tender proposal, unless the bidder expressly stipulates to the contrary at the time of tendering.

Without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of tender submissions with missing or incomplete information. Therefore, tenderers are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

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Part 1: Introduction

1.1 **Teagasc – the Agriculture and Food Development Authority** (the “Contracting Authority”) invites tenders (“Tenders”) to this Call for Tenders (“CFT”) from economic operators (“Tenderers”) for the provision of the goods and ancillary services as described in Appendix 1 to this CFT (the “Goods”).

1.2 In summary, the Goods comprise:

For	The objective of this CFT is to establish a Multi-Party Framework for the supply of Chemical Storage Units and Associated Ancillary Services to Teagasc. This Framework will be established on the basis of an initial requirement for the following goods:
Initial Contract:	• One Bunded Chemical Storage Unit for <i>corrosive chemical waste</i> • One Bunded Chemical Storage Unit for <i>oxidising and toxic chemicals</i> • One Bunded Chemical Storage Unit for <i>corrosive chemicals</i>
Type of framework:	Multi-Party Framework Agreement
Award of contracts:	In the context of a multi-party framework agreement; tenderers successfully included on the framework may be awarded contracts via cascade method or compete for contracts under the framework via mini-competitions. It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of Goods from a particular economic operator.

1.3 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 (the “Framework Agreement”) will be issued for a term of **4 years** (“the Framework Term”).

1.4 **Any contract awarded will be established for a once off purchase (inclusive of minimum 12 month warranty from date of commission) with the optional extended warranties and 10 year service/maintenance regime for the unit.**

The Contracting Authority reserves the right to extend the Term of any Contract for a period or periods of up to **Twelve (12) Months** in line with the optional maintenance regime with a maximum of **Ten (10)** such extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. Any such extension will be contingent upon, amongst other matters, the successful tenderer’s performance, various financial considerations and the continued strategic appropriateness of the contracts.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

1.5 The Contracting Authority estimates that the expenditure on **the initial Goods requirement** under the proposed Framework may amount to approximately **€50,000 (excl. VAT)**. However, the overall expenditure on the Goods and Ancillary Services to be covered by the Framework may exceed this

amount over the four-year Term of the Framework, including any optional extras procured. Tenderers must understand that this figure is an estimate only, based on current and future expected usage, and does not constitute a guarantee of purchase.

- 1.6 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 Goods Contract 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 Goods Contracts that may result from this Competition.

1.7 **Numbers admitted to the Framework Agreement**

The framework agreement will be established as a multi-party framework agreement with the tenderers selected following the tender stage and the application of the award criteria.

A maximum number of **THREE (3)** of highest-scoring tenderers identified through the evaluation of tender submissions will be admitted to this framework agreement. Thereafter they will be considered for the award of contracts within the scope of the framework agreement.

The ranking of the framework agreement members will be on foot of this initial tender competition.

- 1.7.1 Where Tenderers meet the Selection Criteria set out in Part 3, those tenders will be evaluated against the Award Criteria set out in Part 3 herein. Following this evaluation the highest ranked number of required Tenderers as set out in the table above will be admitted to the Framework. Where any Tenderer who is appointed to the Framework cannot subsequently comply with Teagasc’s requirements Teagasc reserves the right to add the next highest scoring Tenderer to the Framework.

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 CFT and may wish to consult their legal advisers.

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

This CFT does not constitute an offer or commitment to enter into an Agreement.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Goods Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority 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 or Goods Contract being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or Goods Contract does not confer exclusivity on the successful Tenderer.

Tenderers should note that neither the Contracting Authority shall be under any obligation to purchase any minimum value of Goods under any Framework Agreement or Goods Contract.

2.1.3 This CFT 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 CFT.

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 .

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of the third country economic operators, goods and services to the Union's public procurement and concession market 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 their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

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 CFT requires to be submitted with their Tender;
- (c) To follow the format of this CFT and respond to each element in the order as set out in this CFT;

- (d) To conform to and comply with all instructions and requirements set out in this CFT;
 - (e) To submit the statement required under paragraph 2.4 below; and
 - (f) Not to alter or edit this CFT in any way.
- 2.2.2 Without prejudice to the generality of paragraphs 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 SERVICE CONTRACTS

- 2.3.1 Tenderers should note the terms and conditions of the Goods Contract at Appendix 5 and the Framework Agreement at Appendix 7 to this CFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement and Goods Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement or Goods Contract.
- 2.3.3 The Contracting Authority may use the **Cascade Method** or **Mini Competition** for awarding further contracts under the Framework Agreement.

Under the **Cascade Method**, when a drawdown is required, the contracting authority will first offer the opportunity to the highest-ranked supplier. If that supplier cannot meet the requirement (e.g. due to availability, timelines, or other factors), the opportunity will then be offered to the next-ranked supplier, and so on, in descending order of ranking, until the requirement is fulfilled.

Where the **Mini Competition** method is used to call-off the service, each Framework Member, will receive an SRFT to compete for the contract.

The award criteria to be employed in assessing mini competitions will be communicated to framework members. The award criterion used and the individual weightings applied will be specified in the SRFT for each mini competition. These will depend on the specific nature and the type of goods required with the weightings adjusted at the Contracting Authority's discretion to take into account the contract under consideration. The award criteria will fall between the following bands to be determined at the time of each mini-tender.

Award Criteria	Range of Marks Awarded
Functionality and Suitability	0% - 100% of Total Marks Available
Capacity and Capability	0% - 100% of Total Marks Available
Lead Time	0% - 100% of Total Marks Available
Financial	0% - 100% of Total Marks Available

Contractors appointed to a Framework Agreement may be invited to quote for additional chemical storage units and ancillary services by way of mini competition not listed in Appendix 1 but fall under the scope of the Framework.

- 2.3.5 If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement.

In the event that, following the award of any contract under this framework agreement if the framework member cannot, for whatever reason, deliver the required Goods to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer emerging from the process.

2.4 ACCEPTANCE OF CFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this CFT. 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 re-submit. 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 CFT, 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 set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail 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 award of any Goods Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Goods 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 tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox 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 note that on the electronic tenderbox, there is a file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the "paper plane" icon first and then on the "Submit" button. After 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.

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).

- 2.6.2 Tenders must be received not later than **17:00 on 15/09/2025** (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 CFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using 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 CFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **13:00 on 04/09/2025** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly 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

- 2.8.1 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 or interviews shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, 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 CFT 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 CFT.
- 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 the duration of the Framework.
- 2.10.4 Any currency variations occurring over the term of the Goods Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Goods provided pursuant to this CFT shall be subject to and made in accordance with the Goods Contract at Appendix 5 to this CFT.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Goods Contract awarded, the successful Tenderers 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 goods or 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 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 Goods or 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 Goods or Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Goods 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, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority 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 or 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, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Goods 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 CFT

Where reference is made to a particular item, source, process, trademark, or type in this CFT 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 Goods 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 Goods 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 (Response Document) in relation to any recommendations or proposals put forward by the Tenderer. 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 terminating any Agreement 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

The Contracting Authority is of the view that a site visit is **not required** for the purpose of preparing a response to this competition. The sheds and surrounding site infrastructure are **not expected to**

be in place until September or October, and as such, a visit to the physical site may not be feasible during the tender period.

However, should a Tenderer believe a site visit is essential to their tender preparation, the Contracting Authority will endeavour to facilitate reasonable requests where possible. Tenderers seeking a site visit must submit a written request **no later than the deadline for receipt of clarifications**, as specified in this document. Requests received after this deadline may not be accommodated.

Any site visits that are arranged will be subject to controlled access conditions and scheduled at the discretion of the Contracting Authority. All queries arising from such visits must be submitted formally through the clarification process outlined in this document.

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Goods Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability <i>(if applicable)</i>	€13 million limit for any one claim or series of claims arising out of a single occurrence
Public Liability <i>(if applicable)</i>	€2.6 million limit for any one claim or series of claims arising out of a single occurrence
Product Liability <i>(if applicable)</i>	€2.6 million limit for any one claim or series of claims arising out of a single occurrence

Teagasc reserves the right to review and amend these levels required post award.

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Goods Contract under this Competition, (i) they will, from the Effective Date of the Goods Contract (as defined in the Goods Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (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 Tenderer(s) prior to the award of (and shall be a condition of) any Goods Contract.

2.21.3 The successful Tenderer will, during the term of the Goods Contract, be required to:

- (a) immediately advise the Contracting Authority 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”), 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.

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 CFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, 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 CFT 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, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this CFT.

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.

A1	Financial Standing	The company is solvent and of good economic standing and can if requested supply an accountant's/ auditor's statement for the last two financial years. The Contracting Authority reserves the right to assess the financial stability of the identified successful tenderer at any time prior to the award decision.
A2	Tax	The Applicant holds a current and valid Tax Clearance Certificates from the Revenue Commissioners or in the case of a Candidate outside of the Republic of Ireland hold or can provide an equivalent statement from the relevant taxation authority.
A3	Insurance	If requested a copy of current insurance certificates or a signed brokers letter stating that the Insurance requirements as set out in 2.21.1 of this CFT are in place or will be put in place if successful. And that, if successful, you agree to implement the following insurance levels, where these are not currently available, promptly on award

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 and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

	Requirement	Details
A4	Technical & Professional Ability	Capability to carry out the work detailed in Appendix 1 to the required standard in terms of quality and timeframe.
A5	Accreditation	A certificate confirming an accreditation (e.g. accredited partnership) exists between the Instrument source manufacturer and the Tenderer for the proposed solution, confirming the Tenderer's ability as authorised provider of the solution to the Contracting Authority. <i>Only required if Tenderer is not the manufacturer.</i>
A6	Health and Safety	Confirmation of Industrial Health and Safety Act requirements shall be provided for each item of proposed equipment.
A7	Previous Contracts	Applicants must provide acceptable evidence of having successfully carried out at least 2 previous contracts of a similar nature and scale over the past 5 years by providing a description of the contracts. <i>Teagasc reserves the right to contact the contract contacts provided for references.</i>

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

3.3 AWARD CRITERIA

- 3.3.1 The following criteria will be used to select those who will be invited to participate in the Framework Agreement.

The Framework Agreement will be established on, and subsequent Goods Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria

Ref	Criterion	Weighting	Maximum Marks	Minimum Marks
B1	Quality/Technical Merit	35%	3,500	2,100
	General/Functional Technical Requirements			
B2	Warranty & After Sales Support	20%	2,000	1,200
	- Customer Support, Repair, Maintenance Requirements - Warranty			
B3	Method Statement	10%	1,000	600
	Lead Time, Delivery, Installation /Completion Plan			
B4	Sustainability & Environmental	5%	500	300
	- Environmental & Waste Management - Greener Supply Chain			
B5	Ultimate Cost	30%	3,000	N/A
	- Capital price (Inc. Delivery Costs) - Warranty, Maintenance			
TOTAL		100%	10,000	

Scoring Methodology for Cost Criteria:

Marks for Cost Criteria will be allocated using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}} \times \text{Maximum Number of Marks Available}$$

Tie Break: In the event of a tie and there being no difference in the 'Qualitative' scores, then the Tender with the highest score for the criterion 'Cost' shall be deemed the Most Economically Advantageous Tender.

Scoring Methodology for Qualitative Criteria:

Applicants should note that they must achieve a minimum rating of 60% for each of the individual qualitative criteria in order to avoid elimination from the competition.

Marks for **non-cost** criteria will be multiplied by one tenth of the score achieved using the matrix below:

Score	Classification
0 - 19%	A response that fails to appropriately meet any or only a small proportion of the elements of the stated requirement or No response (complete non-compliance)
20 - 39%	A response that addresses only some of the elements of the stated requirement, which may be due to for example, insufficient detail or quality or a response which is seriously inadequate, such that there is a high risk of failure to deliver the requirement. Overall unsatisfactory response (potential for some compliance but very major areas of weakness)
40 - 59%	A response that addresses the majority, but not all, of the elements of the stated requirement or is lacking in some elements of quality, detail and clarity such that it does not provide confidence to the Contracting Authority that the requirement will be successfully delivered. Overall partially acceptable response (one or more areas of major weakness)
60 - 79%	A satisfactory response that addresses all elements of the stated requirement and gives reasonable assurance of delivery to an adequate standard but is lacking in some elements of quality, detail or clarity to award a higher mark. Overall satisfactory and acceptable response (substantial compliance with no major concerns)
80-89%	A very good response that meets all elements of the stated requirement and demonstrates a high to very high level of quality, detail and clarity, providing convincing assurance that the Tenderer will deliver to a very good or high standard. Overall fully satisfactory /very good response (fully compliant with requirements).
90-100%	Excellent response that meets or exceeds all elements of the stated requirement and demonstrates an excellent level of quality, detail and clarity, such that it provides convincing assurance that the Tenderer will deliver to an excellent standard. Overall outstanding response (fully compliant, with some areas exceeding requirements)

As per the above matrix; additional marks will be awarded based on merit for any feature or response that is seen to give additional value to the contracting authority.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this CFT, award of the Framework Agreements to the highest ranked Tenderers (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.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation or interview based on 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 preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED FRAMEWORK AGREEMENTS / CONTRACTS

- 3.6.1 The successful Tenderer must sign and return the Goods Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Goods Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Goods Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Goods Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the CFT 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 Goods and ancillary 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.

Section 1:

A. INTRODUCTION

Teagasc, the Agriculture and Food Development Authority, is the national body responsible for providing integrated research, advisory and training services to the agriculture and food industry and rural communities in Ireland. It is a state agency established under the Agriculture (Research, Training and Advice) Act, 1988. (For further information see: www.teagasc.ie)

Teagasc provides its services through three directorates: Research, Operations, and Knowledge Transfer.

Teagasc is a client-focused organisation employing approximately 1,300 staff at 52 locations across Ireland (some locations may include multiple operational units).

As part of its national infrastructure, Teagasc operates multiple laboratories supporting its research and advisory activities. These laboratories are strategically located across Ireland and specialise in a wide range of disciplines including soil science, animal and grassland research, food chemistry, plant science, environment and water quality analysis, among others. These labs play a critical role in delivering evidence-based insights for Ireland's agri-food sector.

Key Teagasc laboratory locations include:

- Johnstown Castle, Co. Wexford – Environmental and soil nutrient research laboratories
- Moorepark, Fermoy, Co. Cork – Dairy research and food chemistry labs
- Grange, Dunsany, Co. Meath – Animal and grassland research labs
- Ashtown, Dublin 15 – Food research and microbiology laboratories
- Oak Park, Carlow – Crops, plant science, and tillage research laboratories
- Athenry, Co. Galway – Sheep and animal breeding laboratories

These laboratories work in close collaboration with Teagasc's research centres, advisory services, and education programmes, as well as with industry partners and international research institutions. Teagasc continues to expand and invest in its laboratory infrastructure to meet emerging scientific and regulatory needs.

B. SCOPE OF FRAMEWORK

The objective of this CFT is to establish a Multi-Party Framework for the supply of Chemical Storage Units and Associated Ancillary Services to Teagasc. Tenderers must achieve a minimum score of 60% (or "acceptable") in each qualitative criterion listed in Section 3.3 to be eligible for inclusion on the framework.

Following evaluation, the **highest-scoring tenderers (as specified in Section 1.7)** will be admitted to the framework and ranked accordingly. Subsequent contracts under this framework may be awarded using either:

- The **cascade method** (ranked order), or
- A **mini-competition**, where all framework members are invited to quote.

At the time of each drawdown, Teagasc reserves the right to use all or a subset of the award criteria outlined in this CFT, depending on the nature of the requirement.

Award Criteria	Range of Marks Awarded
Functionality and Suitability	0% - 100% of Total Marks Available
Capacity and Capability	0% - 100% of Total Marks Available
Lead Time	0% - 100% of Total Marks Available
Financial	0% - 100% of Total Marks Available

Framework Agreements will be signed with successful framework members and Goods or Service Contracts will be signed with the successful framework members upon award of their first contract under this framework, alternative to Goods or Services Contracts Teagasc may simply issue a Purchase Order which is subject to Terms and Conditions which can be accessed through the link below:

<https://www.teagasc.ie/about/corporate-responsibility/information-for-suppliers/standard-terms-and-conditions-of-business/>

C. REQUIREMENTS & LOT OVERVIEW

Teagasc are looking to put in place a framework of pre-qualified contractors who will deliver goods and ancillary services in the event of chemical storage requirements as identified. The first Contract awarded under the Framework Agreement shall be for:

- One Bunded Chemical Storage Unit for *corrosive chemical waste*
- One Bunded Chemical Storage Unit for *oxidising and toxic chemicals*
- One Bunded Chemical Storage Unit for *corrosive chemicals*

Deliverable to: Teagasc National Agricultural Sustainability Research & Innovation Centre (NASRIC) , Johnstown Castle, Co. Wexford, Y35 TC97

Each storage shed must meet the following requirements:

- Must be weatherproof and be of corrosion-resistant construction
- Have bunded flooring to prevent chemical leaks
- Adequate ventilation
- Secure lockable access to prevent unauthorised entry
- Signage in accordance with hazardous material regulations
- Must be 90min fire rated (where applicable)
- Must be easily accessible – preference for walk-in units, without steps and access door easy to open/close
- Must detail site installation requirements (e.g. minimum distance from buildings, fuel source) based on HSA and regulatory guidelines

- Must detail site preparation requirements e.g. base size, types, electrical requirements
- Pricing must include supply and delivery to the Teagasc Johnstown Castle site
- Made to measure drawings (if applicable) must be signed off before commencing manufacture
- Must comply with Environmental and Health and Safety regulations
- Each storage shed must be supplied with all relevant chemical safety signage, which must be up to date and fully compliant with current legislation and standards.
- CE certification, relevant safety markings
- Proven experience in the design and supply of hazardous chemical storage solutions.
- Evidence of past projects and client references.
- Ability to deliver and install by **1st December 2025**. Where this timeframe cannot be met, Tenderers must clearly state the expected delivery and installation date. In all cases, Tenderers must provide a plan or schedule outlining the key milestones from receipt of award or Purchase Order through to delivery and installation.
- Provision of a warranty and post-installation support
- Detail post warranty service requirements and associated costs

Requirements for Storage for Oxidisers and Toxic Chemicals

- Shed must be suitable for the storage of oxidising and toxic chemicals e.g. Nitric Acid and Hydrogen Peroxide (oxidisers), Ammonium Fluoride, Dimethyl Sulfoxide and Chloroform (Toxics)
- The shed (external measurements) must be greater than 2100mm wide (W) x 2100mm deep (D), and less than 3000mm wide x 3000mm deep. The shed height (H) must not exceed 3000mm. The suggested size is 2500mm W x 2500mm D x 2600mm H. Tenderers should provide details of the closest available off-the-shelf sized unit and/or a made-to-measure unit.
- The shed must be fully bunded to contain chemical spills. Tenderers should provide details of the bunding design and capacity to demonstrate compliance.
- Must be weatherproof and corrosion resistant
- Must be manufactured from materials resistant to oxidising agents
- Should have shelving for storage of small drums and bottles e.g. single shelf running around side and back walls. Please detail.
- Shelving must be corrosion resistant. Please specify
- Must have fire-resistant construction. Please specify
- Must be accessible. Should be a walk-in unit. If step or ramp required please specify. Please detail any additional costs
- Must have ATEX approved lighting and wiring as necessary. All lighting and associated fixtures, fittings and wiring must be corrosion resistant. Please detail.
- Must be ventilated. If mechanical ventilation is recommended, please state. If required, mechanical ventilation must be ATEX rated. Please detail
- Should be low maintenance. Please detail maintenance required. Please detail servicing requirements and associated costs.
- Must have secure lockable access to prevent unauthorised entry. Please detail.

- Door must be safe to use in windy weather e.g. sliding door/swing door with locking mechanism in open position. Please specify and detail.

Requirements for Storage for Corrosive Chemicals (Liquids and Solids)

- Shed must be suitable for the storage of corrosive chemicals e.g. Hydrochloric, Sulphuric, Phosphoric acids, Sodium Hydroxide, Potassium Hydroxide, Ferric Chloride.
- Shed should be approximately 2500mm x 2500mm x 2600mm in size. Please provide details of closest 'off-the-shelf' sized unit and/or made to measure unit.
- The shed must be fully bunded to contain chemical spills. Tenderers should provide details of the bunding design and capacity to demonstrate compliance.
- Must be weatherproof and corrosion resistant
- Must be manufactured from materials resistant to acid erosion
- Should have shelving for storage of small drums and bottles e.g. single shelf running around side and back walls. Please detail.
- Shelving must be corrosion resistant. Please detail.
- Must be accessible. Should be a walk-in unit. If step or ramp required please specify. Please details any additional costs.
- Must have lighting. All lighting and associated fixtures, fittings and wiring must be corrosion resistant. Please detail.
- Must be ventilated. If mechanical ventilation is required, please state and detail.
- Should be low maintenance. Please details maintenance required. Please detail servicing requirements and associated costs.
- Must have secure lockable access to prevent unauthorised entry. Please detail.
- Door must be safe to use in windy weather e.g. sliding door/swing door with locking mechanism in open position. Please specify and detail.

Requirements for Storage for Corrosive Waste (solid and liquid)

- Shed must be suitable for the storage of corrosive waste e.g. Hydrochloric, Sulphuric, Phosphoric acids, Sodium Hydroxide, Potassium Hydroxide, Ferric Chloride
- The shed (external measurements) must be greater than 2600mm wide (W) x 1400mm deep (D), and less than 3200mm wide x 1800mm deep. The shed height (H) must not exceed 3000mm. The suggested size is 3000mm W x 1500mm D x 2600mm H. Tenderers should provide details of the closest available off-the-shelf sized unit and/or a made-to-measure unit.
- The shed must be fully bunded to contain chemical spills. Tenderers should provide details of the bunding design and capacity to demonstrate compliance.
- Must be weatherproof and corrosion resistant
- Must be manufactured from materials resistant to acid erosion
- Should have shelving for storage of small drums and bottles e.g. single shelf running back wall. Please detail.

- Shelving must be corrosion resistant. Please detail.
- Must be accessible. Should be a walk-in unit. If step or ramp required please specify. Please details any additional costs.
- Must have lighting. All lighting and associated fixtures, fittings and wiring must be corrosion resistant. Please detail.
- Must be ventilated. If mechanical ventilation is required, please state and detail.
- Should be low maintenance. Please details maintenance required. Please detail servicing requirements and associated costs. Must have secure lockable access to prevent unauthorised entry. Please detail.
- Door must be safe to use in windy weather e.g. sliding door preferable. If swing door must have locking mechanism in open position. Please specify and detail.
- Shed door and access should be compatibility with waste collection and disposal processes (e.g. use of truck trolley). Should allow ease of movement of waste containers to/from the waste unit for collection. Please detail.

GENERAL REQUIREMENTS

- 1) Teagasc reserves the right to request delivery and/or installation at any of its locations nationwide. A list of current locations is provided for reference; however, additional locations may be added over the life of the framework.
- 2) All goods must be delivered **Delivery Duty Paid (DDP)** to the relevant Teagasc site. Under no circumstances will Teagasc accept responsibility for customs clearance, import duties, or additional fees associated with international delivery. Tenderers must ensure that all customs, tax, transport, and handling costs are incorporated into their quoted prices.
- 3) Tenderers must ensure that suitably qualified and experienced personnel are assigned to deliver the required goods and services. Teagasc may require the removal and replacement of personnel where service delivery issues arise. Contractors must have processes in place to address such requests promptly.
- 4) Teagasc reserves the right to exclude a framework member from mini-competitions where prior service delivery has been deemed unsatisfactory.
- 5) Suitably qualified personnel in a relevant discipline are required to deliver the specified goods and servicing.
- 6) All documentation, manuals, and installation guidance must be provided in English. Where required, site-specific installation drawings and compliance documentation (e.g., CE certs, fire safety certs, ATEX ratings) must be submitted and signed off before manufacture or delivery.
- 7) Contractors may be required to attend briefings or on-site meetings, where necessary, at their own expense.

Appendix 2: Pricing Schedule

The Pricing Schedule provided in the separate Excel file attached must be completed for the equipment you are tendering for. This file is entitled:

C4256 -Appendix 2 – Pricing Schedule

The relevant Pricing Schedule must be completed in full, totalled, and returned as part of the Tender submission. Insert “n/a” in the fields that are not applicable and include additional rows where space provided is insufficient.

Tenderers are reminded that the prices quoted must be in compliance with the requirements set out in paragraph 2.8 of this CFT, i.e.: they must be all-inclusive, fixed, expressed in **Euro** and **exclusive of VAT**.

Tenderers are, therefore, advised to consider ultimate costing for the Instrument, up to expiry of warranty period(s) in preparation of the respective tender proposal:

Any particulars and merits should be identified in the comments section to facilitate scoring under paragraph 3.3 Award Criteria.

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

TO: Teagasc – the Agriculture and Food Development Authority (the “Contracting Authority”)

RE: Call for Tenders for the Supply, Delivery, Installation and Commissioning of XXX for Teagasc

Having examined your Call for Tenders (the “CFT”) including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Goods Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Goods required to be delivered as described in Requirements and Specifications at Appendix 1 to the CFT.
2. We accept all of the Terms and Conditions of the CFT, the Goods Contract and the Confidentiality Agreement and agree if awarded a Goods Contract to execute the Goods Contract at Appendix 5 to the CFT and the Confidentiality Agreement at Appendix 6 to the CFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the CFT.
4. We agree to provide the Contracting Authority with the Goods in accordance with the CFT and our Tender.
5. We agree that, if awarded any Goods Contract, 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 CFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the CFT.
8. We shall, if awarded any Goods Contract under the CFT, have in place on the Effective Date of the Goods Contract all insurances (if any) as required by paragraph 2.21.1 of the CFT.
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.

Authorised Signatory: _____

Print Name: _____

Date: _____

Address: _____

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Call for Tenders for the Supply, Delivery, Installation and Commissioning of a XXXXXXXX for Teagasc

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

I, [\[Click here and insert name of Declarant\]](#), having been duly authorised by [\[Click here and insert name of entity\]](#) sincerely declare that [\[Click here and insert name of entity\]](#) itself or any person who has is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) or has powers of representation, decision or control in [\[Click here and insert name of entity\]](#).

- (a) Has never 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) Has never 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 [\[Click here and insert name of entity\]](#).
- (c) Has never 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) Has never 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) Has never 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) Has never 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.
- (g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
- (h) That the preparation of the Tender was carried out independently.
- (i) 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 Goods 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).
- (j) 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.
- (k) Is not guilty of grave professional misconduct.
- (l) Has not entered into agreements with other economic operators aimed at distorting competition.
- (m) Is not aware of any conflict of interest due to its participation in the Competition;

- (n) Has not had any prior involvement in the preparation of the Competition;
- (o) 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.
- (p) 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).
- (q) 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.

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

Appendix 5: Goods Contract

[Insert name of Contracting Authority]

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Goods and Ancillary Services pursuant to

Call for Tenders for the provision of [Insert type of services required]

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

[Insert name of Contracting Authority], of [address] ("the Client");

and

[Contractor's full legal name], of [address] ("the Contractor")

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

WHEREAS:

- A. By Call for Tender entitled "Insert title of CFT" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ dated insert date of CFT ("the CFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the goods and ancillary services described in Appendix 1 to the CFT (the "Goods"). References to the CFT 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 "CFT Clarifications"). The CFT (including the CFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the CFT 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. 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 consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The Framework Agreement
 - iii. The CFT;
 - iv. The SRFT
 - v. The Submission.

vi. The Response

2. The Contractor agrees to provide the Goods described in Schedule B (“the Goods”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Goods in accordance with the CFT, 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 [name of contact person] of [address of contact person]; the Contractor’s Contact is [Contractor contact name] of [Contractor contact address].
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 CFT.
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.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client	SIGNED for and on behalf of the Contractor
(being a duly authorised officer)	
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 Goods and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors (if any). The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Goods 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 Goods in accordance with the Specification, the CFT, 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 Goods 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 Goods 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) above, 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.

2. THE GOODS

- A. The Contractor shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.
- B. Unless otherwise stated in the Specification:
 - 1) Where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client's vehicle.
 - 2) Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the client or a duly authorised person shall reasonably direct.
 - 3) The Goods shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
 - 4) Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.

- 5) The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.
 - 6) The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.
- D. Without prejudice to any general right to damages under this Agreement where the Contractor does not deliver the ordered amount within the delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct 10% of contract value per week, or part thereof, for each week of late delivery of the value of the entire relevant invoice or order as liquidated damages up to the maximum amount of 30%. 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

3. INSPECTION OF GOODS

- A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 3B.
- B. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:
1. treat the Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Goods in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods.

OR

2. have such Goods promptly, and in any event within 14 calendar days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.
- C. Rejected Goods shall be removed by the Contractor from the Client within 14 calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within 14 calendar days of such notification, the Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Client at the risk of the Contractor. Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Contractor.
- D. For the avoidance of doubt, the Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 3B.
- E. The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client's acceptance of them.
- F. The Contractor hereby guarantees the Goods for ENTER DURATION from the date of installation (the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

4. RISK AND TITLE

- A. The Goods ordered under this Agreement shall be delivered to any location specified by the Client, in Ireland, without limit to the number of locations, in the quantities and by the dates specified in the orders, unless otherwise stated. Any extension of the delivery time shall not constitute a general waiver or acquiescence on the part of the Client. All such Goods shall be delivered free of encumbrances or retention of title clauses or similar provision. The Charges quoted shall be based on the understanding that the Goods are to be delivered carriage paid to the various locations as specified in the order, along with the necessary delivery documentation. Pending such delivery, the Goods shall remain at the risk of the Contractor.
- B. Title shall pass to the Client on payment for the Goods.

5. PAYMENT

- A. Subject to the provisions of this clause 5 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 11A 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 Goods for any billing period (including whether or not Goods 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 Client being in possession of the Contractor's current Tax Clearance Certificate. 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. Where indicated in the Specification, the Charges shall include the cost of instruction of the Client's personnel in the use and maintenance of the Goods and such instructions shall be in accordance with the requirements detailed in the Specification.

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 to the Contractor. 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.

6. 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 Goods 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 Goods 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. it has not been the subject of a conviction by final judgment for any of the excluding Circumstances listed in Article 57 of EU Directive 2014/24/EU, including but not limited to; participation in a criminal organization, corruption, fraud, terrorist offences or offences linked to terrorist activities, money laundering or terrorist financing, child labour and other forms of trafficking in human beings, breach of obligations relating to payment of taxes, bankruptcy or subject to insolvency or winding-up proceedings;
 7. the Client shall be under no obligation to purchase any minimum number or value of Goods.
- B.** The Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on his premises which are the property of the Contractor and shall insure the same against any form of loss or damage and the Contractor so acknowledges and confirms.
- C.** The Contractor confirms and undertakes that the Goods supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Submission (to include any samples furnished thereunder) and the Specification (Schedule B) and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.
- D.** The Contractor undertakes to ensure that all and any necessary consents and/or licences are obtained and in place for the purposes of this Agreement. 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
- E.** 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 in clause 6A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

7. REMEDIES

- 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 negligence, act or 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 7A 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(D), 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 Goods of approved quality, 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.

8. 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 8; 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 8; 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 as exhibited at Appendix 6 to the CFT ("the Confidentiality Agreement").

The obligations in this clause 8 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; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. 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 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.
- D. The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9. 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 [insert number]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.

10. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving two month's written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving three months' 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.
 - 5. in circumstances where the Client becomes aware of non-performance or under-performance occurring 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.

11. 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.
- D. The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums paid upon 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 11D.

12. 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.

13. 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.

14. 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.

15. 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.

- 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.

16. 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.

17. 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.

18. 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.

19. NON-EXCLUSIVITY

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

20. 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.

21. 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.

22. 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.

23. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Goods ("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 provision of Goods or ancillary services the Contractor shall remove the Equipment used by the Contractor to provide the Goods 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.

24. 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.

25. 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 Goods (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.

26. 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 Goods. 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 [insert third-party processor] as a third-party processor of Personal Data under this Agreement. 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 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.

27. 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: Goods: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at CFT 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

Appendix 6: Confidentiality Agreement

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

The [insert name of Contracting Authority], of [insert address] (hereinafter “the Contracting Authority”) of the one part;
and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

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

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

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 Contracting Authority 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 Contracting Authority 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 Contracting Authority, the supply of Goods/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 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 Contracting Authority, 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 Contracting Authority; 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 Contracting Authority; 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 Contracting Authority 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 Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) 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 Contracting Authority 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 Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority 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 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 [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 Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

- M. The Contracting Authority 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 Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. 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 11 as between the Contracting Authority and the Contractor. The Contractor shall remain

fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

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 Contracting Authority (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

End of Document

Appendix 7: Framework Agreement – Goods – Multi-Party

Framework Agreement for the provision of **of Chemical Storage Sheds to Teagasc**

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

("the Framework Agreement")

BETWEEN:

[Insert name of Contracting Authority], whose offices are located at [Address] ("the Contracting Authority"); and

[Contractor's full legal name] whose principal place of business is at [Address] ("the Framework Member")

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

WHEREAS:

1. By Call for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] and entitled [] ("the CFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the goods described in Appendix 1 of the CFT (the "Goods"). References to the CFT shall include any clarifications in relation to the CFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [] and [] (the "CFT Clarifications"). The CFT (including the CFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the CFT dated [] ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between [] and [] (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 CFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

"Commencement Date" means _____;

"Contract" means a contract which is awarded in accordance with this Framework Agreement

"Goods Contract" means the template contract attached at Appendix 5 to the CFT;

"Framework Client" means any party identified in Part 1, paragraph 1.4 of the CFT 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 CFT;

"Subcontractor" has the meaning set out in Part 1, paragraph 2.5 of the CFT;

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

- 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 Goods or 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 date] thereafter (“the Framework Term”) unless terminated earlier in accordance with this Framework Agreement.
- “Not Used 2.6”
- 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 [Insert number of months] with a maximum of [Insert number of extensions] of such extensions on the same terms and conditions.

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. GOODS CONTRACT

- 4.1 This Framework Agreement relates to the provision of the Goods.
- 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 Goods to the Framework Client(s) in accordance with the Goods Contract or Purchase Order issued. Subject to the provisions of

this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Goods Contract, the successful Framework Member shall be required to enter into the Goods Contract with the Framework Client or accept the Purchase Order for the required goods or ancillary services.

5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.1 On each occasion that the Framework Client proposes to award a Contract under this Framework Agreement, the Cascade means of drawdown OR mini-competition will be used.
1. Where the Cascade method is used to call-off the service, the first ranked supplier will be contacted to conduct the required Goods. If the first supplier is unable to provide the required goods or service or is unavailable to carry out the work within the set time limits or in the event of underperformance, the request to provide Goods will be automatically sent to the next Contractor on the list, in descending order.
 2. Where the Mini-competition/SRFT method is used to call-off the service, each Framework Member appointed will receive a Supplementary Request for Tender ("SRFT") to compete for the contract.
- 5.1.2 In the event that, following the award of any contract under this framework agreement if the framework member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer emerging from the process.

6. AWARD CRITERIA

- 6.1 The award criteria for Mini-Competitions under this Framework will be varied to reflect the requirements of the Contract to be awarded. At all times, the precise scope and weighting of the award criteria for each Contract to be award will be set out clearly in the SRFT.

Award Criteria	Weighting (range)
Please Note - Range of Criteria that may be used.	%
Quality/Technical Merit	0% - 70 %
After Sales Service & Technical Support	0% - 70 %
Method	0% - 70 %
Environmental & Sustainability	0% - 70 %
Ultimate Cost	0 % - 100%

The award criterion used and the individual weightings applied will be specified in the SRFT for each mini competition. These will depend on the specific nature and the type of work required. All Framework Members will be invited to compete for such work on the same basis. The required Service Levels (and remedies for breach of these Service Levels if applicable) will be specified in the SRFT for each Mini-Competition. Agreed Service Levels shall be included in Schedule D at contract signature stage.

- 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 3.3.1 of the CFT. 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 3.2A and 3.2B of the CFT 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 immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority 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 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 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 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 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, to sign a confidentiality agreement in a format as determined by the Contracting Authority.
- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 6 to the CFT.
- 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 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, 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 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. The Contracting Authority 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 One (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, within 30 days after a receipt of a request in writing from the Contracting Authority.

Without prejudice to the generality of the foregoing, the following shall be deemed to be a serious breach of a Contract awarded pursuant to this Framework Agreement:

Serious Breaches

- Continual underperformance in line with the stated Key Performance Indicators (Annex 1 of this CFT)
 - Continual underperformance in line with the stated Specification (Appendix 1 of this CFT)
 - Not adhering to Pricing requirements as stated within the Specification and the respective Framework Member's Response to Tender
 - Disclosing information to third parties;
- 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.

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. For the avoidance of doubt, the Oversight group, the Contracting Authority may bring this to your attention.
- 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 CEDR 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 [insert] days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

20. ADDITIONAL CONDITION (S)

Compliance/Change in Law

If there is any change in the law applicable when delivering this contract, the supplier will be responsible for ensuring compliance with such revised law.

Discount Rates & Charges

The Discount Rate and Charges for the Goods and/or Services stated in this Agreement, shall be fixed for the Term, and will be invoiced and paid in Euros.

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

Supplier's performance over the term of the contract will be monitored and managed under the headings outlined on the following Supplier Performance Scorecard, or similar. The performance measures in the scorecard relate directly to the stated requirements of this CFT.

A Service Level Agreement may also be agreed between both parties over the term of the Contract.

The Contracting Authority will complete the Scorecard on a continuous basis or more regularly where non-performance is occurring. Where persistent non-performance occurs, the Contracting Authority may terminate the contract in accordance with the Termination clause, Section 9 of the Goods Agreement.

DELIVERY OF SERVICE	1	2	3	4	5
DOCUMENTATION	1	2	3	4	5
SUPPORT TEAM	1	2	3	4	5
ACCESSABILITY	1	2	3	4	5
ENVIRONMENTAL	1	2	3	4	5
ACCOUNT MANAGEMENT QUERIES	1	2	3	4	5
COMMUNICATION	1	2	3	4	5
OVERALL SATISFACTION	1	2	3	4	5

Value of Score: **1** = Unacceptable performance; **2** – not fully up to minimum performance requirements; **3** – fully meets minimum performance requirements; **4** – significantly above minimum performance requirements; **5** – outstanding performance level .

Minimum Acceptable Performance level is 3 for any evaluation criterion listed above.