



Establishment of a Single-Party Framework Agreement	
Scope of Framework	Provision of Intellectual Property Rights (IPR) and Patent Management Services for Teagasc
Procedure	Open Procedure
eTenders CFT ID	6353721 - C4210
Issue Date	22/08/2025
Closing Date for Queries	09/09/2025 – 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	23/09/2025 – 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.

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 services as described in Appendix 1 to this CFT (the “Services”).

1.2 In summary, the Services comprise:

For	Provision of Intellectual Property Rights (IPR) and Patent Management Services for Teagasc
Type of framework:	Single Party Framework Agreement
Award of contracts:	In the context of a single-party framework agreement, the successful framework member will not be required to compete for each new contract awarded under the framework. A framework agreement does not constitute a guarantee to purchase any specific quantity of services from any economic operator. For the avoidance of doubt, ongoing patent and trademark matters currently being managed under Teagasc’s existing contract with the incumbent supplier will remain with that supplier until completion, due to the nature of patent and trademark prosecution processes. Similarly, under this new framework, contracts awarded for patent and trademark matters initiated during the framework term may, where necessary, extend beyond the expiry date of the framework to allow for completion of the relevant prosecution stages.

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”). The Framework established as a result of this Competition (the “Framework”) will be for a term of **4 years** (“the Term”).

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.

1.4 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Framework Agreement may amount to some €250,000 (excl. VAT), but the overall value of the Framework Agreement may exceed this value.

Tenderers must understand that these figures are estimates only based on current and future expected usage.

1.5 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 Framework Agreement 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 Framework Agreements that may result from this Competition.

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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 a Framework Agreement.

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

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

The award of a Framework Agreement under the Framework Agreement does not confer exclusivity on the successful Tenderer.

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

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

- 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.

2.2 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 noncompliant 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 submit all documentation which this CFT requires to be submitted with their Tender;
- b) To follow the format of this CFT and respond to each element in the order as set out in this CFT;
- c) To conform to and comply with all instructions and requirements set out in this CFT;
- d) To submit the statement required under paragraph 2.4 below; and
- e) 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 SERVICES ACONTRACT

2.3.1 Tenderers should note the terms and conditions of the Framework Agreement/Services Contract at Appendix 2 to this CFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement by signing the Tenderer's Statement in the Tender Response Document. Tenderers may not amend the Framework Agreement.

2.3.3 In the case of a single-operator framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

2.3.4 The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

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 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.

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

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox.

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

- 2.6.2 Tenders must be received not later than **17:00** on **23/09/2025** (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 format. 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 **09/09/2025** 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 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 in the Tender Response Document.
- 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 Tenders must confirm that all prices quoted in the tender will remain valid for **12 months** commencing from the tender deadline and will thereafter remain valid for the duration of the framework

agreement once signed.

Any adjustment to pricing during the framework term will only be permitted in accordance with the provisions expressly set out in the framework agreement and any subsequent contract(s) awarded under it.

2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

2.10.5 Payments for Services provided pursuant to this CFT shall be subject to and made in accordance with the Services Contract at Appendix 2 to this CFT.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

2.11.1 In the performance of any Framework Agreement awarded, the successful Tenderer(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

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

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

2.12 PUBLICITY

No publicity regarding this Competition or any Framework Agreement 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 Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS 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 Framework Agreement 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 Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting

Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

Site Visit not Required.

2.20 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence
Professional Indemnity	€6.5 million limit for any one claim or series of claims arising out of a single occurrence

Teagasc reserve the right to review and amend the limits of insurance required prior to award of Contract

2.20.2 By signing the Tenderer's Statement in the Tender Response Document, Tenderers confirm that, if awarded a Framework Agreement under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include the Republic of 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 Services Contract.

2.20.3 The successful Tenderer will, during the term of the Framework Agreement, be required to:

- immediately advise the Contracting Authority of any material change to its insured status;
- produce proof of current premiums paid upon request;
- 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 found in the Response Document;
- 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

A1	Financial Standing	The company is solvent and of good economic standing and can if requested, provide an accountant's/ auditor's statement for two financial years outlining a turnover of at minimum €375,000 on average for the last three 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 2.20.1 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

	Requirement	Details
A4	Experience/ References	Applicants must provide acceptable evidence of having successfully delivered at least two contracts of a similar nature and scale within the last five (5) years, in either the public or private sector. Each contract description must include: • A brief summary of the services provided, including the nature of the intellectual property (IP) and/or patent management work undertaken. • The contract value and duration. • The client organisation type (e.g., research organisation, academic institution, public body, private sector). • Details demonstrating familiarity with IP management in a research and innovation context, including knowledge of diverse research disciplines and the associated complexities of patent prosecution. • Contact details for a client representative who can verify the information provided (name, position, telephone, and email). Teagasc reserves the right to contact any or all of the named client representatives for the purposes of verification and reference. Note: When selecting examples, applicants should, where possible, demonstrate experience in managing IP and patent matters for organisations with multi-disciplinary research portfolios and varied commercialisation objectives.
A5	Professional Qualifications / Registration	• At least one named team member for each case must be a Registered Patent Attorney (Irish, UK, or European Patent Office) with an active registration in good standing. • Where relevant, evidence of trademark attorney registration if trademark work is part of the scope.
A6	Technical Competence in Patent Prosecution	• Demonstrated capability to act before the European Patent Office (EPO), the Irish Patents Office and the United States Patent and Trademark Office (USPTO) (or equivalent recognition to instruct on such matters). • Experience with Patent Cooperation Treaty (PCT) applications and management of international filings through WIPO. • Experience in managing patents under the Unitary Patent system in the EU, including familiarity with the Unified Patent Court (UPC) framework. • Experience to at least three of the seven areas outlined in the specification (e.g., digital agriculture, food innovation, environmental sustainability etc).
A7	Conflict of Interest Declaration	Confirmation that the applicant is free from any conflicts that could arise from representing organisations in direct competition with Teagasc's commercialisation activities.
A8	Data Protection & Confidentiality	Evidence of procedures and systems for handling confidential R&D data and GDPR compliance, particularly for sensitive pre-publication research findings.

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

3.3 AWARD CRITERIA

3.3.1 The Services 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	Service Delivery Proposal	35%	3,500	2,100
	- Service Delivery Approach - Data Protection & Confidentiality - Case Management Systems			
B2	Contract Management Plan & Supplier Relationship Plan	25%	2,500	1,500
	- Contract Management & Relationship Plan - Continuity & Resourcing			
B3	Added Value Services (including environmental or social considerations)	10%	1,000	600
	Proposals for environmental or social considerations (e.g., sustainability measures, diversity initiatives, skills transfer to Teagasc staff) and any innovative support in patent strategy, portfolio management, and/or cost optimisation.			
B4	Ultimate Cost	30%	3,000	N/A
	Evaluation of the tendered pricing based on the Pricing Schedule, as per the methodology outlined in the CFT.			
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 Services Contract to the highest ranked Tenderer (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 in the Tender Response Document; (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 of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

- 3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) 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 (the "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 CONTRACTS

- 3.6.1 The successful Tenderer must sign and return the Framework Agreement 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 Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services 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 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.

Introduction & Background

Teagasc, the Agriculture and Food Development Authority, is the national body providing integrated research, advisory, education and training services to the food and agricultural industry and rural communities. Teagasc is committed to maintaining a high level of research activity and to further developing its collaborative links with industry and commerce, and with educational and research institutions internationally.

The agri-food sector is Ireland's oldest and largest indigenous exporting sector and is primarily based on pasture-based ruminant systems of production (milk, beef, lamb). Teagasc's research (and ultimately its patent portfolio) spans a diverse range of disciplines, including animal and crop science, food innovation, environmental sustainability, biotechnology, and emerging areas such as digital technologies for agriculture. Teagasc focuses on collaborative research with academic and industry partners and is involved in a number of industry led technology centres – leading VistaMilk (supported by Research Ireland) and Meat Technology Ireland centres (supported by Enterprise Ireland) and involved in many other collaborative Centres including BiOrbic, Food Health Ireland (FHI) and the Dairy Processing Technology Centres (DPTC).

Within Teagasc, Engage@Teagasc the Technology Transfer Office (TTO) operates under the Teagasc 2024 IP Policy and in alignment with the National IP Policy (2019). Led by the Head of Technology Transfer and Commercialisation, the TTO is responsible for protecting, managing, and commercialising the organisation's intellectual property (IP) portfolio. This includes the formal protection, prosecution, and maintenance of patents, trademarks, plant variety rights and—less frequently—design rights, in line with best practice and good governance. These services are distinct from any legal advice provided by solicitors and focus specifically on managing IP through recognised protection mechanisms.

Registered Intellectual Property Rights (IPR), particularly patents, are high-value assets requiring specialist management services not available in-house. Many of Teagasc's research areas generate inventions with strong commercial and societal potential that require protection through the patent system to maximise impact. The TTO plays a central role in ensuring these innovations are appropriately protected, prosecuted through relevant patent offices, and strategically managed throughout their lifecycle to support licensing, spin-out company formation, and industry collaborations.

As of 31 December 2024, Teagasc's portfolio included 32 active patent families (a number of which are jointly owned and filed with academic (and less frequently industry) partners, and several trademarks, with projections currently to file 4–6 new patent applications annually and 1–2 new trademark applications. Portfolio highlights include innovations from flagship initiatives such as the National Enteric Methane Mitigation Testbed, a national facility designed to advance scientific understanding and mitigation of greenhouse gas emissions from agriculture. This and other high-impact projects demonstrate the scale, complexity, and strategic importance of the patent management services sought under this framework. "As part of its upcoming Statement of Strategy, Teagasc will prioritise research in the environment, sustainability biocircularity, agri-tech, and food technologies among other areas. The organisation's patenting strategy will be closely aligned to these focus areas, making **expertise and a strong track record in these domains essential**.

The appointed supplier will work closely with the TTO to manage new patent filings, prosecute patent applications to grant, maintain granted patents, and advise on strategic IP portfolio management across Teagasc's multi-disciplinary research base, as well as occasional trademark registrations.

For further information, please visit: <https://www.teagasc.ie>

Scope of Framework

The objective of this CFT is to establish a single-party framework agreement for the provision of professional intellectual property (IP) and patent management services to Teagasc, in alignment with its 2024 IP Policy and the 2019 National IP Policy. The framework will support the effective protection, prosecution, and maintenance of Teagasc's IP portfolio, with a primary focus on patents and additional support for trademarks and, on occasion, design rights.

The successful tenderer must meet the minimum rating of "acceptable" (60% of the total marks available) for each of the qualitative criteria, as outlined in Section 3.3 *Award Criteria* of this RFT, to avoid elimination from the competition. Please see the attached Tender Response Document for further details.

A framework agreement constitutes a means of establishing the overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. In accordance with the provisions governing the conduct of the open procedure, any interested service provider may tender for appointment as the successful framework member.

In the first instance, tenders received will be assessed against the eligibility criteria. Tenders that self-declare they meet the requirements of the eligibility criteria will then be evaluated against the award criteria and associated weightings to identify the supplier to be awarded the framework agreement.

For the avoidance of doubt, certain ongoing patent matters currently managed under Teagasc's existing contract with the incumbent supplier will remain with that supplier until completion of the relevant prosecution stages. Similarly, under this new framework, any contracts for patent matters commenced during the framework term may, where necessary, continue beyond the expiry date of the framework to allow for completion of all associated prosecution stages.

Support Required – Overview

Teagasc seeks to procure professional intellectual property (IP) and patent management services to ensure the effective protection, prosecution, and maintenance of its IP portfolio, in alignment with its 2024 IP Policy and the 2019 National IP Policy. The successful tenderer will work closely with the Engage@Teagasc TTO team and inventors to manage all aspects of IP matters from initial assessment through to final grant, renewal, or expiry, including patentability and freedom-to-operate opinions, drafting and filing of applications, prosecution, renewals, and portfolio reviews. The role will also encompass occasional trademark and design rights matters, delivery of tailored annual IPR training, regular communications and potential on-site meetings in Cork, Dublin, and Carlow, and provision of a dedicated Client Services Manager, ensuring a professional, responsive, and strategic approach to IP management that supports the commercialisation of Teagasc's research outputs.

Detailed Requirements & Specifications

The appointed supplier will provide a full range of professional IP and patent management services, including but not limited to:

Patent Services

- Patentability opinions and freedom-to-operate analyses.

- "Early stage evaluation" patent searches
- Drafting and filing of:
 - Provisional applications (including Irish short-term patents).
 - PCT/full applications from provisional applications.
 - National/regional phase applications from PCT/full applications, including search and examination procedures.
- Patent search requests, reporting, and claim set drafting.
- Prosecution duties including office actions, preparing and filing responses, renewals, and other examination requirements.
- Attending to all grant formalities and filing in all validated territories.
- Registration of licences and associated formalities.
- Filing and defending oppositions and prosecuting appeals.
- Instruction and management of overseas attorneys.

Trademark & Design Rights Services *(as required)*

- Trademark availability and registrability searches.
- Filing and prosecution of trademark applications, including renewals.
- Design rights registration and associated advisory services.

Portfolio Management & Reporting

- Provision of regular portfolio data updates in agreed formats.
- Implementation of an efficient, secure reminder system for all prosecution and maintenance deadlines.
- Portfolio reviews in key strategic areas to support strategic decision-making.
- Supplier to provide quarterly performance reports covering filings, renewals, oppositions, appeals, and any upcoming critical deadlines and projection of costs.
- Provision of 6 month and annual costs forecasts for the relevant year to allow forecasting and budget management

Case Management & Communication

- Maintain an efficient, secure case management system for tracking all IP matters.
- Provide clear reminders for prosecution and maintenance deadlines.
- Enable secure information and data exchange electronically, by telephone, or in writing.
- Facilitate timely meetings with inventors and TTO staff, both virtually and in person where required.
- Supplier must acknowledge receipt of instructions or official communications within 3 working days and provide a substantive response or action plan within 10 working days (unless otherwise agreed).
- Supplier must provide secure online access to live portfolio data for TTO staff.

IPR /Patent related Training

- Deliver at least one **customised annual training session** for Engage@Teagasc staff per annum, covering any case studies or updates in relevant patent law:
 - Patent, trademark, and design rights processes.
 - Strategic considerations for protection and commercialisation.
 - Updates on relevant legal and procedural developments.
- Training to include knowledge transfer to TTO staff on updates to IP office practices, procedural changes, and emerging trends in IP management.

Client Services Manager

- Appoint a **dedicated Client Services Manager** to oversee Teagasc's account, act as the primary point of contact, ensure continuity of service, and coordinate delivery of all activities under the framework.

Technical & Jurisdictional Competence

- Demonstrated capability to act before:
 - European Patent Office (EPO)
 - Irish Patents Office
 - United States Patent and Trademark Office (USPTO)
- Experience managing patents under the Unitary Patent System in the EU, including the Unified Patent Court framework.
- Experience with Patent Cooperation Treaty (PCT) applications and international filings through WIPO.

GDPR & Confidentiality Requirements

- Full compliance with GDPR and all applicable data protection legislation.
- Robust measures for safeguarding confidential R&D and commercialisation data.
- Secure transfer, storage, and retrieval of sensitive documents, including encryption where appropriate.
- Supplier must implement a documented risk management procedure to ensure any risk to patent timelines, renewals, or strategy is flagged promptly to Teagasc in writing.

Contract Management Requirements

- Capacity to attend on-site meetings at Teagasc locations (particularly Cork, Dublin, and Carlow).
- Ability to transition existing and new IP cases smoothly, including liaison with the incumbent supplier where applicable.
- Supplier must prepare a transition plan within one month of contract start, including full reconciliation of active cases, prosecution status, and deadlines, as well as allocated Client Services Manager and full list of its staff and their role in managing Teagasc cases.
- Provision of minimum biannual portfolio status reports and cost forecasts for calendar year.

Technical Fields of Relevance

The supplier must demonstrate capability and experience in providing IP and patent management services in three or more of the following areas:

- Agricultural science and agritech.
- Animal and crop science, food innovation, and veterinary science.
- Chemical sciences, energy, and environmental sciences.
- Biology, biotechnology, and biomedical sciences.
- Digital technologies relevant to agriculture and food systems, including ICT, precision agriculture, and augmented/virtual reality applications.
- Environmental sustainability
- Bio-circularity

Desirable Requirements – Added Value Services

These services are **not mandatory** but may be scored under the award criteria for “Added Value.

- Annual on-site IP portfolio review meetings to support Teagasc plan the strategic direction of its IP portfolio (coinciding with Teagasc annual patent portfolio review/ audit)
- Provide patent strategy advice for specific cases to guide patent filing/prosecution decisions
- Delivery of additional tailored Engage@Teagasc staff training sessions focusing on patent/trademark law and practice and learnings from Teagasc specific IP cases
- Delivery of patent /trademark related training to targeted (non TTO) researchers and staff in key thematic areas
- Sustainability measures in service delivery (e.g., paperless processes, reduced travel, secure digital platforms).

Tenderers should specify the scope, frequency, and any cost implications for such services, including whether any are provided at no additional charge.

Additional Documents

Note to Tenderers:

Please find, under **Separate Documents** attached to this Call for Tender:

- **Tender Response Document**
- **Framework Agreement** (for reference purposes)
- **Service Contract Agreement** (for reference purposes)
- **ESPD Instruction Document** (guidance for suppliers on completing and submitting the ESPD)