



Brennan
Associates

OPEN PROCEDURE

REQUEST FOR TENDER

SINGLE – PARTY FRAMEWORK AGREEMENT

Scope of Framework	Single party framework agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland.
eTenders RFT I.D	
Procedure	Open Procedure
Procurement Reference	EU-25-2368
Issue Date	26 th of September 2025
Closing Date for Queries	18 th of October 2025
Closing Date for Tender Submissions	28 st of October 2025
Contact for Queries	www.etenders.gov.ie
Format for submission of tenders	www.etenders.gov.ie

Please note that information relating to this Request for Tender, 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 accepts no responsibility for information relayed (or not relayed) via third parties.

This document and format must be used.

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2. ABOUT THE CONTRACTING AUTHORITY

2.1 The Contracting Authority

Carlow County Council, herein after referred to as the Contracting Authority, is the authority responsible for this procurement. The Contracting Authority is acting as the lead authority for this procurement on behalf of all 31 Local Authorities in Ireland. The Supplier acknowledges that, notwithstanding the Contract being executed with the Contracting Authority, the Supplier shall be required to engage directly with each Local Authority.

Local Authorities are the closest and most accessible form of Government to citizens. They have responsibility for delivery of a wide range of services in their local area with a focus on making cities, towns, and countryside attractive places to live, work and invest.

Carlow County Council is the authority responsible for local government in County Carlow. Carlow is a land-locked south-eastern county, with a relatively urban based population. Carlow County Council provides a broad range of services and functions for the county directly and in co-operation with national, regional, and local organisations, communities, and local development groups. Services include housing, management of the public realm, environmental protection, libraries, physical planning & development, community & economic development, the delivery of infrastructure projects such as roads, parks, libraries, leisure, and community facilities. The council has 18 elected members in the 3 Municipal Districts of Carlow Town (7), Tullow (6) and Muinebheag (5).

Further information is available at our corporate website www.carlow.ie

2.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis. SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact

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who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

The Contracting authority has engaged the following consultants to assist with this contract

Brennan Associates – Project / Procurement Management

Horizon Engineering Consultants – Mechanical / Electrical Consultants

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3. SCOPE OF THE FRAMEWORK AGREEMENT

3.1 General

Carlow County Council proposes to engage in a competitive process for the establishment of a single party framework agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. In the context of a single-party framework agreement one Economic Operator will be admitted to the framework and the successful framework member does not have to compete for each new contract. It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of goods or services from a particular economic operator.

3.2 Details of the Initial Contract

The initial Contract awarded under this Framework Agreement is anticipated to comprise the Supply, Delivery, Commissioning and Maintenance of a minimum of eighty percent (80%) of the tender requirements to be provided to Local Authorities at various locations across the Republic of Ireland.

All additional contracts outside of the detailed contract above will be issued directly to the successful framework member. There is no guarantee of additional contracts, but where they arise the Contracting Authority will consult the member of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

3.3 Contract

Appendix 4 of the Goods Request for Tender 16 Jan 2025 in conjunction with Appendix 3 the terms and conditions of this Framework Agreement.

3.4 Termination

Once established, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the Contracting Authority's framework terms and conditions and the Goods Request for Tender 16 Jan 2025.

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4. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Framework Agreement relates to the supply, delivery, commission and maintenance of Emergency Generators to Local Authorities across the Republic of Ireland. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

4.1 Numbers admitted to the Framework Agreement

The framework agreement will be established as a single-operator framework agreement with the tenderer selected following the tender stage and application of the award criteria.

4.2 Duration of the Framework Agreement

This framework agreement will have a maximum potential duration of four (4) years. 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.

4.3 Estimated Value of the Framework Agreement

It is envisaged that the maximum spend under this framework agreement will not exceed €4,000,000 excluding VAT, over the duration of the Framework.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Award of Contracts under the Framework Agreement

Contracts under this Framework Agreement may be awarded either on foot of the Invitation to Tender or on foot of a Request for Supplementary Tender in accordance with the procedure set out below.

4.5 Procedure for Supplementary Tenders

In general, it is envisioned that the majority of goods required under this Framework Agreement will be directly awarded on foot of the Invitation to Tender document. From time-to-time, however, in accordance with Article 33.3 of Directive 2014/24/EU, the Contracting Authority may elect to issue a Request for Supplementary Tender during the Framework Term, in accordance with the following procedure. It is emphasised that Supplementary Tenders will be sought solely in respect of goods falling under the advertised scope of the Framework Agreement.

- The Contracting Authority will issue a Request for Supplementary Tender to the Framework Operator in writing, specifying which award criteria will apply in respect of the Supplementary Tender.
- The Contracting Authority shall specify the scope of the Supplementary Tender, and in particular whether the applicable terms and fees will be determined by reference to the Tender or, where relevant, the Supplementary Tender.

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- The Contracting Authority shall fix a deadline for the receipt of Supplementary Tender taking into account the complexity of the Contract and the time needed to prepare an appropriate proposal.
- Following evaluation of the Supplementary Tender, the Contracting Authority shall determine whether it meets the minimum requirements under the stated award criteria and whether a Contract will be awarded.
- The Contracting Authority shall not be responsible for any costs incurred by the Framework Operator in the preparation of a Supplementary Tender, including related site visits.
- The Contracting Authority shall not be obliged to award any Contract on foot of a Request for Supplementary Tender and may terminate the award procedure at any time at its sole discretion

4.6 Right to Tender outside the Framework

The Contracting Authority reserves the right to operate outside of the framework agreement at its discretion; particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the Contracting Authority has adopted a framework agreement approach to the procurement of the required goods in order to leverage efficiencies and maximise cost savings over a four-year period.

4.7 Award to Runner-up

In the event that, following the award of this framework, the successful tenderer cannot, for whatever reason, deliver the required goods to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the framework to the next highest-ranked tenderer emerging from this competitive process at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to terminate the agreement and commence a new competitive process.

4.8 Pricing

4.8.1 In the first instance, it is anticipated that the costs will be fixed for a 24-month period. Following the expiry of this twenty-four-month period, the maximum Price chargeable will be adjusted for inflation on each annual anniversary of the Commencement Date of the framework. This adjustment shall be in accordance with the CPI index. Matters such as supplier performance and the continued strategic appropriateness of the agreement may be assessed in order to determine the continuation of the framework agreement. The framework agreement will be terminated upon reaching its maximum duration or until the maximum expenditure allowable under public procurement rules is reached or is likely to be breached by a further award, subject to satisfactory performance.

4.8.2 The Contracting Authority may seek, or the Framework Operator may offer, a lower Price at any time during the Framework Term. In particular, where a given Item or Service is being offered to other purchasers at a lower Price, the Contracting Authority may request adjustment of the Pricing Schedules

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or Form of Tender to reflect this. The Contracting Authority may reject any aspect of a Supplementary Tender on the grounds that the Price offered is not acceptable

4.9 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions at Appendix 3. Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

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5. DETAILED SPECIFICATION OF REQUIREMENTS

Refer to Appendix 8

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6. SELECTION CRITERIA

6.1 Selection Criteria

The Contracting Authority is employing the open OJEU procedure to award this single party framework agreement. In accordance with the provisions governing the conduct of the open procedure, any interested economic operator may tender for appointment as the successful tenderer.

In accordance with Directive 2014/24/EU, tenderers must submit a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance that they satisfy the financial and economic standing requirement(s) set out in the table 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. In the case of a grouping, this requirement will need to be completed by all group members.

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 meeting this requirement will then be assessed against the award criteria, rules and weightings contained in Section 7 of this document in order to identify the most economically advantageous tender. The tenderer with the most economically advantageous tender will be requested to submit evidence in order to be validated against the selection criteria and rules contained in Section 6 of this document.

Failure to achieve the required 'pass' mark on any of the selection criteria will result in the tenderer's elimination from the competition. In the event that this verification process reveals that misleading or inaccurate information has been provided, the tender in question will be rejected from further consideration. Moreover, tenderers may be precluded, at the discretion of the Contracting Authority, from participating in future competitions. In the event that, following a request from the Contracting Authority, tenderers are not in a position to provide the required evidence within three working days, their tender submission will be eliminated from further consideration.

6.2 Relying on the Standing of Other Entities

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary. If the tender is from a consortium / joint venture, tenderers must ensure that such entity:

- (a) Completes and submits a separate eESPD in respect of each such entity, and
- (b) 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.

The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

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For the avoidance of doubt, there is no requirement to complete section 6.3 (a) to (k) of this document at this stage. Tenderers are requested to review the selection criteria and confirm using the European Single Procurement Document (ESPD) Article 59, that they meet the minimum rules as set out below.

6.3 Selection Criteria – Financial and Economic Capacity

ELIGIBILITY CRITERIA		MARKING SCHEME
6.3 (a)	Contact Details	For information only
6.3 (b)	Financial Capacity	Pass / Fail
6.3 (c)	Insurances	Pass / Fail
6.3 (d)	Tax Compliance	Pass / Fail
6.3 (e)	Declaration of Bona Fides	Pass / Fail
6.3 (f)	Previous Experience	Pass / Fail
6.3 (g)	Resources	Pass / Fail
6.3 (h)	Health & Safety	Pass / Fail
6.3 (i)	Quality Assurance	Pass / Fail
6.3 (j)	Environmental Management Systems	Pass/ Fail
6.3 (k)	Supply Chain Management	Pass / Fail

6.3 (a) Contact Details

Please complete the table below, providing contact details for your organisation. The table may be expanded as required.

RULE: Tenderers must complete this table. **If the tender concerns a grouping or a partnership, each group member or subcontractor must answer each criterion below.**

6.3(a) – CONTACT DETAILS	
Name of Organisation	
Company Registration Number	
Date of Establishment	
Address of Organisation	
Contact Person	
Position of Contact Person	
Telephone Number	
E-mail Address	
<i>Information regarding partnership or subcontracting arrangements.</i>	

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6.3 (b) Financial Capacity

Please provide appropriate certified evidence defining your turnover for each of the three previous financial years (2024, 2023, 2022).

RULE: Tenderers must provide evidence that they attained a turnover of at least **€12,000,000** cumulative for the three previous financial years i.e. an average turnover of €4,000,000 per year.

6.3(b) – FINANCIAL CAPACITY	
TYPE OF CERTIFIED EVIDENCE PROVIDED	APPENDIX AT WHICH EVIDENCE IS ATTACHED
<i>Insert</i>	<i>Insert</i>

The Contracting Authority reserves the right to carry out a detailed financial evaluation of an Applicant under this criterion up to and prior to any award of contract in order to establish the financial robustness of that Applicant and based on an analysis of the information requested above.

Any financial robustness assessment will consider whether:

1. the Applicant has sufficient financial and economic standing to complete the project,
2. the Applicant’s financial and economic standing would not pose any undue risk to the successful completion of the project,
3. the Applicant can meet the obligations anticipated under the Contract.

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6.3 (c) Insurances

Please provide evidence (e.g., certificates of insurance) indicating that you possess the forms and levels of insurance specified. Alternatively, please provide a broker's letter indicating that the forms and levels of insurance specified can be put in place if you are successful in this competition.

RULE: Tenderers must provide evidence that they possess the forms and levels of insurance specified. Alternatively, tenderers must provide a broker's letter indicating that the forms and levels of insurance specified can be put in place if the tenderer is successful in this competition.

6.3(c) – INSURANCES		
INSURANCE	LEVEL	APPENDIX AT WHICH EVIDENCE IS ATTACHED
Employer's Liability	€13m in any one occurrence	<i>Insert</i>
Public Liability	€6.5m in any one occurrence	<i>Insert</i>
Product Liability	€6.5m in any one occurrence	<i>Insert</i>
Motor / Van Insurance	Required level for all vehicles	<i>Insert</i>
ALTERNATIVELY,		
Broker's letter indicating that the forms and levels of insurance required can be put in place if the tenderer is successful in this competition		<i>Insert</i>

6.3 (d) Tax Compliance

Please provide your companies tax reference number and access number for the Contracting Authority to verify your tax compliancy through Revenue's online facility.

RULE: Tenderers must demonstrate that they are fully tax compliant.

6.3(d) – TAX COMPLIANCE	
Tax Reference Number	<i>Insert</i>
Access Number	<i>Insert</i>
Do you grant the Contracting Authority permission to verify your tax position online?	<i>Insert</i>
Signature	<i>Insert</i>

Alternatively, attach a current and valid tax clearance certificate to your submission, specifying here the appendix number or page at which it is contained:

Appendix No. / Page	
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6.3 (e) Declaration of Bona Fides

Please complete and sign the Declaration of Bona Fides contained in Appendix 2 of this document.

RULE: Tenderers must complete, date and sign this declaration. Provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

Any economic operator that cannot meet the requirements as prescribed in Appendix 2 may provide evidence to the effect that measures taken by the economic operator are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.

6.3 (f) Previous Experience

Tenderers must detail three (3) comparable supply contracts.

RULE: Tenderers must detail experience of that is comparable in nature to the Contracting Authority's requirements under this competition

6.3(f) – PREVIOUS EXPERIENCE – Project 1			
Client Name:			
Client contact details:	Contact name:		
	Contact e-mail address:		
	Contact telephone number:		
Approx. annual value:			
Start date:		End date:	
1. Please detail the goods delivered under this project.			
Insert, expanding this table as necessary			
2. Please indicate how this experience is relevant to the subject matter of this tender competition and how it will add value to this project.			
Insert, expanding this table as necessary.			

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6.3(f) – PREVIOUS EXPERIENCE – Project 2			
Client Name:			
Client contact details:	Contact name:		
	Contact e-mail address:		
	Contact telephone number:		
Approx. annual value:			
Start date:		End date:	
1. Please detail the goods delivered under this project.			
Insert, expanding this table as necessary			
2. Please indicate how this experience is relevant to the subject matter of this tender competition and how it will add value to this project.			
Insert, expanding this table as necessary.			

6.3(f) – PREVIOUS EXPERIENCE – Project 3			
Client Name:			
Client contact details:	Contact name:		
	Contact e-mail address:		
	Contact telephone number:		
Approx. annual value:			
Start date:		End date:	
1. Please detail the goods delivered under this project.			
Insert, expanding this table as necessary			
2. Please indicate how this experience is relevant to the subject matter of this tender competition and how it will add value to this project.			
Insert, expanding this table as necessary.			

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6.3 (g) Resources

Please confirm that the required number of resources are available in the areas listed below. Applicants must confirm that they have the below staff that can undertake all of the services as set out in this tender.

☐ I declare by ticking this box, that we have the required resources available to carry out all the services set out in this tender.

Role	Minimum Number	Tick Box to confirm
Account / Contract Manager	1	☐
Deputy Account Manager	1	☐
Sales / Support Staff	2	☐
Delivery Staff	2 or more	☐
Service Engineers	2 or more	☐
Training Staff	2 or more	☐

6.3 (h) Health and Safety

RULE: Tenderers are required to have a Health and Safety statement, Policy and / or Certification in place with regards to their delivery and unloading of heavy goods and be compliant with regulations in place for the use of unloading heavy goods using any machinery required.

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6.3 (i) Quality Assurance

RULE: Please outline your organisation's policy on quality; tenderers must detail their methodology for ensuring quality and must provide details of any Quality Management System that they have in place. If your organisation has any third – party accreditations, please provide details below

Date of original accreditation	
Date of most recent audit	
Scheduled date for next audit	
Name of accreditation body	
Scope of accreditation	
Name of person responsible for quality management	

Certificate	
Tick if attached	
Appendix number	

6.3 (j) Environmental Management Systems

RULE: Please provide information which demonstrates operation of an appropriate environmental management system whether 3rd party certified or in-house.

Date of original accreditation	
Date of most recent audit	
Scheduled date for next audit	
Name of accreditation body	
Scope of accreditation	
Name of person responsible for quality management	

Certificate	
Tick if attached	
Appendix number	

6.3 (k) Supply Chain Management

RULE: Please provide information which demonstrates your company's capability in managing its supply chain.

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7. AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. This framework agreement will be established with the tenderer submitting the most economically advantageous tender, identified following application of the award criteria and weightings detailed hereunder.

It is emphasised that the Contacting Authority is not bound to accept the most economically advantageous tender or any tender received and reserves the right to accept or reject in whole or in part any or all tenders received.

7.1 Award Criteria and Weightings

7.1 AWARD CRITERIA AND WEIGHTINGS				
CRITERION		%	MAXIMUM SCORE ACHIEVABLE	MINIMUM SCORE ACHIEVABLE (50%)
A	Notional Cost	60 %	6,000	N/A
B	Technical Merit & Functional Characteristics			
	(i) "Technical Checklist" and "Technical Upgrade"	10%	1,000	n/a
	(ii) Additional Orders - Standard Product Range Generators	5%	500	n/a
C	Terms Offered			
	(i) Warranty Terms	2.5%	250	n/a
	(ii) Lead time	2.5%	250	n/a
D	Sustainability & Green Procurement	10 %	1,000	500
E	Account / Contract Management	5 %	500	250
F	Proposed Methodology to Include maintenance, ordering, Delivery, demonstration, Training and invoicing	5 %	500	250

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7.2 Award Criteria Explained

(A) Notional Cost (60% or 6,000 marks)

Notional Cost Assessment (60% or 6,000 Marks)

Tenderers are required to complete in full the Form of Tender contained in Appendix 1 and the associated pricing schedule, outlining their financial proposal for the supply, delivery, commissioning, and maintenance of the required goods.

For the purposes of evaluation, the Client will assess price on a Notional Cost Basis, comprising:

1. Skid Mounted Generators and Associated Requirements – the Tenderer's total price for the supply of the generators as set out in the pricing schedule and brought forward to the Form of Tender; plus
2. Notional Additional Orders – a notional cost allowance reflecting the potential supply of additional standard product range skid mounted generators under the framework agreement. For evaluation purposes only, Tenderers' unit prices for additional standard product range generators (as set out in the pricing schedule) will be applied to a notional quantity of:
 - 3 additional 100kVA generators procured under 3 independent orders at different time periods ; and
 - 2 additional 30kVA generators procured under 2 independent orders at different time periods ; and
 - 5 additional 100kVA generators procured under 1 single order; and
 - 3 additional 30kVA generators procured under 1 single order

The aggregate of (1) + (2) will constitute the Tenderer's Notional Ultimate Cost for evaluation purposes.

Scoring Methodology

Scores will be allocated to financial proposals in accordance with the following formula:

Points awarded = (Maximum Score Achievable) multiplied by (Notional Ultimate Cost of the lowest-cost valid tender divided by Notional Ultimate Cost of the tender under assessment). The pricing schedule will remain in force for the duration of the single-party framework agreement.

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(B) Technical Merit & Functional Characteristics Added Value (15% or 1,500 marks)

(i) "Technical Checklist" and "Technical Upgrade" provisions (10% or 1,000 marks)

Tenderers are required to complete the "Technical Checklist" and "Technical Upgrade" sheets at Appendix 5 – Marks will be awarded for responses that demonstrate that the proposed technical offering exceeds the minimum requirements outlined in the tender specification. Marks will be awarded in respect of responses provided on the completed "Technical Checklist" and "Technical Upgrade" sheets.

A maximum of 700 marks is available for responses in respect of the 100KVA Generators and a maximum of 300 marks is available for responses in respect of the 30KVA Generators.

(ii) Additional Orders - Standard Product Range Generators (5% or 500 marks)

Tenderers are required to submit details of the closest equivalent generator from their standard product range to be supplied under the framework agreement for additional purchases.

Tenderers shall complete the "Technical Checklist for the " Standard Product Range Generator" identifying:

- any deviations from the provided specifications
- details of the functional or performance implications of these deviations; and
- any enhancements or optional upgrades available to bring the standard product closer to the bespoke specification.

Assessment and Marking:

- Marks will be awarded to responses that demonstrate the closest alignment of the standard product range generator to the bespoke specification.
- Higher marks will be allocated where the deviations are minimal, clearly explained, and/or mitigated through upgrades or alternative design features.
- Lower marks will be allocated where significant deviations exist, or where insufficient detail is provided to demonstrate suitability.
- A maximum of 350 marks is available for the 100KVA standard product range generator 150 marks for the 30KVA standard product range generator).

The intent of this criterion is to ensure that any additional generators supplied under the framework agreement continue to meet, as closely as practicable, the original specification requirements.

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(C) Terms Offered (5% or 500 marks)

(i) Warranty (2.5% or 250 marks)

Tenderers are required to provide details of warranties associated with the proposed goods, including warranty period of the product, associated terms, and any additional warranties offered.

Sub Criteria (a) Warranty Terms Offered	
Time	Points
> 42 months	250
> 36 months	200
> 30 months	150

Marks will be awarded to Tenderers offering a Warranty above the minimum warranty terms of twenty four months (24 months) as specified in the tender documents.

(ii) Leadtime (2.5% or 250 marks)

Tenderers are required to provide details of their proposed lead times from date of Design Approval to delivery to the various local authority sites. Tenderers that can provide shorter lead times to that outlined in the specification shall receive higher marks for this criterion. The marks are based on 100% order fulfilment within the allocated time.

Sub Criteria Lead Terms Offered (From Design Sign Off)	
Time	Points
< 10 Weeks	250
> 10 Weeks < 18 Weeks	200
> 18 Weeks < 26 Weeks	150

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(D) Sustainability / Green Procurement (10% or 1,000 marks)

Green or environmentally friendly attributes of the offering will score here, that is, characteristics that demonstrate environmental or energy benefits. Tenderers must clearly indicate any attributes from the technical specification they feel could contribute to higher marks under this category. Examples could include compliance with relevant EU Directives (e.g. EC, fuel consumption, energy rating, carbon emissions etc.).

Options for consideration (not definitive)

- 1. Fuel & Emissions:** Lower-Carbon Fuel Options / Emissions Compliance / Fuel Efficiency
- 2. Lifecycle & Durability** - Extended Service Life / Upgradeable Control Systems/ Recyclable Materials
- 3. Noise & Community Impact:** Low-Noise Enclosures / Vibration Control
- 4. Manufacturing & Supply Chain:** Environmental Management Systems (ISO 14001) / Sustainable Manufacturing / Local/Regional Sourcing
- 5. Packaging & Delivery:** Minimal, Recyclable Packaging / Bulk Shipment & Consolidation
- 6. Operational Efficiency:** Load Matching / Smart Controls / Remote Monitoring
- 7. End-of-Life & Disposal:** Return Programs / Component Reuse

Tenderers should provide a maximum of 2*A4page with 10-point font in response to this criterion. Any words in excess of the page limit will not be considered. The Suppliers shall incorporate within their response any relevant information provided on the "Technical Checklist" and "Technical Upgrade" documents. Any additional information provided, visual or otherwise, will also not be considered.

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(E) Account / Contract Management (5% or 500 marks)

Tenderers are required to propose an appropriate dedicated contract manager who will assume responsibility for liaising with the Local Authorities over the duration of the framework agreement. The nominated contract manager is required to have the necessary authority to deal directly with matters relating to the agreement.

Tenderers are required to outline the following

- Nominated Account Manager (CV to be provided) and any other key personnel who is proposed to be involved in the framework agreement.
- Methodology of communication for the duration of the framework agreement.
- Details of tenderers escalation process in the event of facing an unresolved dispute relating to the performance of obligations under the agreement.
- Reporting process
- Aftersales Maintenance / In Country Support – Tenderers must detail their methodology for dealing with maintenance and emergency call out's within the country outlining locations of depots and the number of field engineers and general response times all year round.
- Their response should also outline details of the spare components kept within and outside of the country.
- Tenderers are required to provide details and options of proposed innovative solutions for the operation of the diesel generators maintenance and reporting systems. Tenderers shall provide details on how they can provide sustainable fuel options or changes to the existing machines to reduce the carbon impact of each generator.
- Describe the measures your organisation proposes to put in place to ensure only maintenance technician personnel who are competent to undertake diesel generator maintenance services, actually undertake diesel generator maintenance service
- Demonstrate how services are provided in accordance with all relevant statutory obligations, guidelines, policies, manufacturer's recommendations and good industry practice.

Tenderers should provide a maximum of 4*A4page with 10-point font in response to this criterion

(F) Proposed Methodology to include maintenance, ordering, delivery, demonstration / training / maintenance and invoicing (5% or 500 marks)

Tenderers must submit a clear and comprehensive plan that demonstrates the tenderer's proposed methodology in respect of the management of the ordering process (to include order status, delivery of goods and invoicing procedures) Tenderers should also describe as part of their response, their proposed processes for demonstration and training, their proposed processes for servicing and how that action is delivered or undertake

Tenderers should provide a maximum of 4*A4page with 10-point font in response to this criterion

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7.3 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning
100% (91%–100%)	Outstanding - A response with no weaknesses that fully meets or exceeds the quality requirements. Provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to the highest possible standard. Demonstrates clear added value, innovation, and strong evidence of capability and reliability.
90% (81%–90%)	Excellent - A highly relevant and comprehensive response with little or no weakness. Demonstrates an excellent understanding of the quality criterion, supported by detailed explanations, examples, or evidence. Provides strong assurance that the criterion will be delivered to an excellent standard.
80% (71%–80%)	Very Good - A strong and relevant response with only minor weaknesses. Demonstrates a very good understanding of the quality criterion, with appropriate detail on how it will be met. Provides good assurance of delivery to a very good standard.
70% (61%–70%)	Good - A relevant response that demonstrates a sound understanding of the criterion. Provides sufficient detail on how the criterion will be met, though the response may lack depth in some areas. Overall, gives a reasonable level of assurance of good quality delivery.
60% (51%–60%)	Acceptable - A response that is relevant and meets the quality criterion at a basic level. Demonstrates an acceptable understanding and provides some assurance of delivery, but lacks sufficient detail or depth to inspire confidence beyond meeting the requirement.
50% or less	Poor - A response that is incomplete, unclear, or only partially relevant to the criterion. Provides insufficient detail or evidence to demonstrate how the requirement will be met. Raises concerns about the Tenderer's ability to deliver the required quality, with a high risk of non-delivery.
0%	Unacceptable / No Response - Fails to address the criterion or does not provide a response. No evidence of meeting requirements.

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7.4 Minimum Qualitative Score Required

Tenderers should note that they must achieve a minimum rating of 'acceptable,' or > 50% of the total marks available, for each of the individual qualitative criteria D, E & F in order to avoid elimination from the competition.

7.5 Verification and Clarification Meetings

Meetings for the purpose of verification / clarification may be carried out with appropriate tenderers as a facet of the evaluation process in order to identify the most economically advantageous tender prior to the establishment of the framework agreement. Such meetings may be required in order to verify the scores achieved by tenderers in respect of their written tenders. For the avoidance of doubt, tenderers should note that mere performance at interview will not of itself be evaluated. In the event that such meetings are required, information regarding location and times will be communicated to the chosen tenderers. In order to ensure the optimum effectiveness of such meetings, it is strongly recommended that the key personnel proposed to manage this framework agreement on the part of the tenderer in question should attend.

7.6 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

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8. INSTRUCTION TO TENDERERS

8.1 Compliance with Instructions to Tenderers

Tenderers are required to comply with these Instructions to Tenderers when preparing their tender submissions. By submitting a tender, each tenderer acknowledges and agrees to be bound fully by these Instructions to Tenderers. Non-compliance with these Instructions may, and in stated circumstances shall, invalidate the submitted tender, subject always to the discretion of the Contracting Authority. The decision of the Contracting Authority in relation to compliance with these Instructions to Tenderers is final and binding.

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

8.2 Ambiguities, Discrepancies, Errors or Omissions in the Tender Document

If you consider that you are missing any documents or information, the absence of which would preclude you from submitting a comprehensive tender, or should you become aware of any ambiguity, discrepancy, error or omission in this Invitation to Tender document, please raise the matter via the eTenders query process as soon as possible.

8.3 Queries

All queries regarding this competition should be submitted via the eTenders query process, clearly marked with the subject line 'QUERY – Framework Agreement for the Provision of the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland' The closing date for receipt of such queries is as per the etenders website. The following additional conditions govern the submission of queries:

- (a) No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this Invitation to Tender. Any such approach may, at the absolute discretion of the Contracting Authority, result in the elimination of the tenderer in question from this process.
- (b) The Contracting Authority will endeavour to respond to all reasonable queries received but does not undertake to respond to all queries indiscriminately. In particular, queries seeking interpretation of this Invitation to Tender document may not result in a response.
- (c) In the event that a tenderer considers a query confidential or commercially sensitive, it must mark the query accordingly. If the Contracting Authority considers, at its absolute discretion, that the query or related response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be held as confidential, subject to the Contracting Authority's

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obligations under law. If the Contracting Authority is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the tenderer accordingly and require the tenderer to either withdraw the query or agree to its release, accompanied by a response, to all tenderers.

8.4 Qualification of Tenders

Please note that qualifications to a tender submission may render the tender submission invalid.

8.5 Tender Submission

The deadline date and time for receipt of tenders is as per the etenders website (local time). The completed tender submission, which is to include all information as per the issued tender documents. Submissions at the outset of this document, can be submitted via the electronic post-box available on www.etenders.gov.ie. Please note that there is a maximum of 10MB for each document sent to the eTenders post-box. Tenderers are advised to allow for upload time. The Contracting Authority is not responsible for the corruption in electronic documents. It is the tenderer's responsibility to ensure that the submitted electronic documents are not corrupt. Please be advised that hard copy tender submissions will not be permitted at this time.

The tenderer is fully responsible for the safe and timely delivery of the tender submission to the correct address. E-mailed, faxed or late tenders will not be considered.

Tenderers must use the Form of Tender which is appended at Appendix 1 of this ITT.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

8.6 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to revise the deadline date for receipt of tender submissions by giving notice in writing to tenderers at any point up to deadline date contained in this Invitation to Tender document.

8.7 Notice of Addenda

The Contracting Authority reserves the right to update or alter the information contained in this document at any time, but not later than seven (7) days before the deadline date for the receipt of tender submissions. Any such notification will automatically become part of this Invitation to Tender document.

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8.8 Modifications to Tenders (Prior to Deadline Date for Receipt of Tenders)

Modifications to tender submissions will be accepted in the form of supplementary information and/or addenda, provided they are submitted in a sealed envelope before the deadline date for the receipt of tender submissions.

8.9 Cost of Preparation of Tender Submissions

The Contracting Authority will not be liable for any costs incurred by tenderers in the preparation and submission of tenders and/or any associated work effort or costs (legal or otherwise) arising as a result of participation in this competition, regardless of the outcome or conduct of the competitive process.

8.10 Clarification of Abnormally Low Tenders

In the event that the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter, the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question.

8.11 Tender Validity Period

To allow sufficient time for tender assessment, a tender validity period of twelve months is required, commencing on the deadline date for receipt of tender submissions.

8.12 Currency

Tender prices and any other financial information must be submitted in Euro (€) only. All invoices and payments will be in Euro (€) only. Any currency variations occurring over the term of the Goods Contract shall be borne by the Tenderer.

8.13 Confidentiality

The distribution of this Invitation to Tender document is for the sole purpose of obtaining tender submissions as referred to therein. The distribution of this document does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documentation provided in connection with this competition as private and confidential. Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from tenderers is not disclosed to third parties, subject always to its obligations under law and the applicable provisions of the Freedom of Information Act. In this regard, tenderers are asked to consider if any of the information supplied by them in response to this Invitation to Tender document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in

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a tender submission. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this Invitation to Tender or in the course of the framework awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, European Procurement Directives and all Irish procurement legislation and guidance. The Contracting Authority accepts no liability whatsoever in respect of any information provided that is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

8.14 Conflict of Interest

Any conflict of interest involving a tenderer must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority, or employees of the Contracting Authority or their relatives, must be fully disclosed in the tender submission. In the event that the tenderer becomes aware of the conflict of interest only after a tender submission has been made, the conflict of interest must be immediately disclosed to the Contracting Authority. The terms 'registrable interest' and 'relative' will be interpreted in accordance with Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate the award of any framework agreement, depending upon when the conflict of interest is made known to the Contracting Authority.

8.15 Tax Compliance

The award of any contract resulting from this competitive process will be contingent upon the successful tenderer's compliance with all EU and Irish tax law. The continued operation of any contract entered into as a result of this competitive process will be contingent upon the successful tenderer maintaining full tax compliancy for the entire duration of the contract. Prior to the award of a contract, the successful tenderer is required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of its 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. Alternatively, a valid tax clearance cert may be provided.

8.16 Insurances

The award of the framework agreement resulting from this competitive process will be contingent upon the successful tenderer's implementation of the forms and levels of insurance specified in the selection criteria associated with this competition. The continued operation of the framework entered into as a result of this competitive process will be contingent upon the successful tenderer maintaining the required forms and levels of insurance for the entire duration of the framework.

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8. 17 National Legislation

Tenderers are advised that national legislation applies in respect of matters such as employment, working hours, official secrets, data protection and health and safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectorial agreements in preparing tenders. Moreover, tenderers are advised that the laws of Ireland will govern this competitive process. Both this competitive process and any resulting framework agreement will be subject to the exclusive jurisdiction of the Irish courts.

8.18 Determination of Responsiveness

After opening tender submissions, the Contracting Authority will determine whether each tender submission is substantially responsive to the requirements of this Invitation to Tender document. If a material deviation exists that limits in any substantial way the Contracting Authority's rights or the tenderer's obligations under the framework to be awarded, the tender shall be rejected.

8.19 Clarification of Tenders

To assist in the evaluation and associated comparison of tender submissions, the Contracting Authority may ask tenderers to clarify and supplement certain aspects of their tender submissions, including financial proposals. A request for such clarifications should not be construed as an indication of success in the competition.

8.20 Payment

The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is Electronic Funds Transfer. Therefore, in order to be set up on the Contracting Authority's payment system the successful tenderer must provide bank details on bank-headed paper detailing the following: name and address of account holder, IBAN and BIC. Electronic screen shots will not be considered. By submitting a tender, the economic operator agrees to provide this information on request if successful.

8.21 Award to Runner-up

If, having entered into a framework agreement as a result of this competitive process, the Contracting Authority deems that the successful tenderer cannot adequately deliver the required services, the Contracting Authority reserves the right to award the framework to the next highest-scoring tenderer identified through the evaluation of tender submissions. This shall be without prejudice to the right of the Contracting Authority to terminate this competitive process at any time or to terminate the framework agreement awarded as a result of this competition in accordance with agreed terms.

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8.22 Interference

Any effort by a tenderer to unduly influence the Contracting Authority, its personnel or any other relevant persons or bodies regarding the process of examination, clarification, evaluation and comparison of tenders and any decisions concerning the award of the framework agreement shall result in the elimination of said tenderer's tender submission. In accordance with Section 38 of the Ethics in Public Office Act 1995, any money, gift or other consideration from a person seeking success in a public tendering competition will be deemed to have been paid or given corruptly unless the contrary is proved.

8.23 Prohibition on Canvassing

Any tenderer who, in connection with this competition,

(a) offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or any person acting as an advisor to the Contracting Authority in connection with the competition; or

(b) takes any step constituting a breach of the Prevention of Corruption Acts 1989 to 2010; or

(c) canvasses any of the persons referred to in paragraph (a) above in connection with the competition.

or

(d) contacts any officer or employee of the Contracting Authority prior to the framework agreement being awarded about any aspect of the competition in manner not permitted by this Invitation to Tender document may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

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8.24 Prohibition on Collusion

Any tenderer who, in connection with this competition,

(a) fixes or adjusts the amount or terms of his/her tender submission by or in accordance with any agreement or arrangement with any other tenderer (other than a member of his own grouping or consortium); or

(b) enters into any agreement or arrangement with any other tenderer that he/she shall refrain from tendering or as to the amount or terms of any tender to be submitted; or

(c) causes or induces any person to enter into such an agreement or arrangement as referred to in paragraphs (a) or (b) above; or

(d) informs any tenderer of the amount, approximate amount or terms of any rival tender; or

(e) canvasses any other tenderer in connection with this competition; or

(f) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival tender submission; or

(g) communicates to any person other than the Contracting Authority the amount or approximate amount or terms of his proposed tender submission (except in the event that such disclosure is made in confidence and is necessary for the preparation of the tender submission); or

(h) contacts any officer or employee of the Contracting Authority prior to the framework agreement being awarded about any aspect of the competition in manner not permitted by this Invitation to Tender document may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

Tenderers' attention is drawn in particular to the provisions of the Competition Act 2002, which makes it a criminal offence for tenderers to collude on prices or terms in a public tendering competition. Please note that, should the Contracting Authority become aware of direct or indirect communications (through trade associations or otherwise) between tenderers relating to this competition and that may facilitate collusion, the Contracting Authority may, at its discretion, eliminate the tenderers in question and notify the Competition Authority of the matter, recommending that action be taken against the tenderers in question.

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8.25 Notification of Tender Evaluations

All tenderers will be informed in writing of the outcome of this tender competition following the completion of the evaluation of tender submissions.

8.26 Changes in Law

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

8.27 Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

8.28 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.

8.29 Credit Review

The Contracting Authority reserves the right to conduct a credit review of successful tenderer(s) (if a grouping or partnership), prior to formal appointment.

8.30 Format of Response

Responses to this ITT will be evaluated solely on the quality of the content of the proposal. In the event that the company tendering have previously been involved in the provision of services to the Contracting Authority, they should not assume that the Contracting Authority is aware of their ability to carry out the work set out in this Instruction To Tenderers document. No recognition will be given to information previously submitted. All tenders submitted in soft copy must be compiled such that they can be read immediately using (pdf reader)

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8.31 Standstill Period

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. 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.

8.32 Professional Services Withholding Tax (PSWT) / Relevant Contracts Tax (RCT)

For the purpose of PSWT, the Contracting Authority are deemed as "accountable persons" for certain professional services. In accordance with revenue rules, accountable persons must deduct PSWT at the rate of 20% net of VAT from payments made to qualifying professional services and submit a PSWT returns and payment to Revenue. For full details and qualifying professional services please refer to www.revenue.ie.

For RCT, the contracting authority are deemed as "Principal Contractors" for certain construction activities and relevant contracts. In accordance with RCT legislation, Principal Contractors must deduct RCT based on the rates as authorised by Revenue exclusive of VAT from qualifying relevant contracts and submit a RCT return and payment to Revenue. For further details and guidance and qualifying relevant contract activity please refer to Part 18-02-04 - Relevant Contracts Tax for Principal Contractors (www.revenue.ie)

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8.33 Freedom of Information

All responses to this Invitation to Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including, but not limited to, the Freedom of Information Act 2014, EU and Irish procurement procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish government procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

8.34 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

8.35 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

8.36 Health and Safety

With respect to the jurisdiction where the supply of goods or services will be provided, the successful tenderer must comply with the following health and safety legislation as applicable:

- The Safety, Health and Welfare at Work Acts 2005-2014

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8.37 Anti-Competitive Conduct

Tenderers attention is drawn to the following legislation:

- The Competition Act 2002

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.

8.38 Multi-Site Delivery and Acceptance

The Contracting Authority is acting as lead authority for this procurement on behalf of all 31 Local Authorities in Ireland. The Supplier acknowledges and accepts that the Generators supplied under this Contract shall be delivered, and commissioned at multiple Local Authority sites, as specified by the Contracting Authority.

The Contracting Authority shall, post-contract award, provide the Supplier with a list of delivery addresses and nominated contact persons for each Local Authority site. The individual delivery addresses for the Generators will be to a location to be confirmed within the administrative boundaries of each of the 31 Local Authorities.

The Supplier shall be responsible for coordinating delivery with the nominated contact at each site and shall give a minimum of [10] working days' notice prior to delivery.

For each site, the Supplier shall obtain a **signed Delivery and Acceptance Form at Appendix 7** from the nominated contact confirming that delivery, and commissioning have been completed to the satisfaction of that Local Authority.

Signed Delivery and Acceptance Forms shall be returned to the Contracting Authority as a condition precedent to final payment under the Contract.

8.39 Delivery

The Supplier shall deliver the Generators to the Site(s) in the Local authority area as referenced in Section 8.38 above on or before the Delivery Date. The Supplier shall be responsible for all transport, offloading, storage, and handling until acceptance by the Contracting Authority. Tenderers must complete the Delivery and Acceptance Form at Appendix 7.

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8.40 Post-Contract Engagement with Local Authorities

1. The Contracting Authority is acting as lead authority for this procurement on behalf of all 31 Local Authorities in Ireland.
2. The Supplier acknowledges and agrees that, notwithstanding the Contract being executed with the Contracting Authority, the Supplier shall be required to engage directly with each Local Authority in respect of:
 - **Warranty management** (including repair/replacement of defective parts at the Supplier's cost);
 - **Repairs and emergency response** (including call-out services and defined maximum response times);
 - **Preventive and corrective maintenance scheduling**, in line with the recommended service intervals;
 - **Supply of spare parts and consumables**, ensuring the availability of genuine OEM parts within reasonable lead times;
 - **Service records and reporting**, maintaining a log of all interventions and providing quarterly reports to the lead Contracting Authority;
 - **Ongoing training and technical support**, including refresher sessions as required;
 - **Software and firmware updates** to monitoring/control systems; and
3. For the purposes of these obligations, each Local Authority shall be treated as if it were the Contracting Authority, and the Supplier shall respond to requests with the same level of service, timeliness, and accountability.
4. The Supplier shall provide each Local Authority with clear points of contact for service requests, warranty claims, and spare parts ordering.
5. The Supplier shall maintain a log of all such engagements and provide consolidated summary reports to the Contracting Authority on a quarterly basis, or upon request.
6. The Contracting Authority will nominate a point of contact for all post contract communications

8.41 Site Visits

The Contracting Authority and the design team may request a site visit to the suppliers' facilities during the manufacturing stage.

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8.42 Language

Tenders must be submitted in English

8.43 Expenses

The cost proposals must be inclusive of all out-of-pocket expenses, travel, subsistence and ancillary expenses or costs of every description, including costs relating to the production of documentation, production of quotes and any administrative and assemble supervision surcharges or expenses

8.44 Return of Documents

The successful Tenderer must sign and return the Goods Contract and the Confidentiality Agreement, both in duplicate to the Contracting Authority no later than 7 calendar days from the date of expiry of the Standstill period unless notified otherwise in writing by the Contracting Authority. A signed Goods contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract. Where the signed Goods contract has not been received by the Contracting Authority within the period specified then the Contracting Authority may proceed to award the Goods Contract to the next highest ranked Tenderer.

8.45 Acceptance of Documents

Each Tenderer is required to accept the provisions of this RFT. **ALL TENDERERS MUST RETURN**, with their Tender, a scanned signed copy of the Tenderer's statement, as set out in Appendix 9, 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.

Appendix 1 – Form of Tender and Pricing Schedule

This form of tender must be completed, signed and returned by tenderers. Any amendment to the structure of this document, or any qualification of financial offers, may, at the sole discretion of the Contracting Authority, result in the elimination of the tender in question.

Contracting Authority:

Carlow County Council (the “Contracting Authority”), acting on behalf of 31 Local Authorities in Ireland.

Competition:

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The cost proposals must be inclusive of all out-of-pocket expenses, travel, subsistence and ancillary expenses or costs of every description, including costs relating to the production of documentation, production of quotes and any administrative and assemble supervision surcharges or expenses.

1. Tenderer’s Offer

We, the undersigned, having examined the Request for Tender (RFT), including all instructions, specifications, conditions, and schedules, hereby offer to supply, deliver and commission the Generator Sets described therein and all associated requirements, and to perform all associated obligations, in accordance with the RFT and Contract Conditions, for the prices set out in our completed Pricing Schedule (Appendix 1).

2. Compliance

We confirm that:

- Our tender fully complies with the RFT requirements and specifications.
- We accept the terms of the Goods Contract provided.
- We accept the draft terms of the Framework agreement provided.
- We have not altered or qualified the RFT or Contract terms in any way.
- We have disclosed all potential conflicts of interest.
- We are tax compliant and will provide a current Tax Clearance Certificate or Revenue Access Number on request.
- We comply with all statutory obligations, including Health & Safety, Employment, Environmental and Data Protection legislation.

3. Validity

We agree that this Tender shall remain open for acceptance for a period of 12 months from the deadline for submission of tenders.

4. Insurances

We confirm that, if awarded the Contract, we shall:

- Maintain insurances as specified in the RFT, including Employers' Liability, Public Liability, Product Liability, and Motor / Van Insurance.

5. Law

We acknowledge that the Contract shall be governed by and construed in accordance with the laws of Ireland and subject to the jurisdiction of the Irish Courts.

6. Declaration

We hereby certify that the information provided in this Tender is true and correct and that any misrepresentation will be grounds for rejection or termination of contract.

Tenderer Details

Tenderer Name: _____

Registered Address: _____

Company Registration No.: _____

VAT No: _____

Authorised Signatory: _____

Position/Title: _____

Telephone: _____

Email: _____

Date: _____

Authorised signature and company stamp to be affixed here)

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
1	1	Carlow County Council						€0.00
2			100KVA Generator	2	nr		€0.00	
3			FAT for 100KVA Generator	2	nr		€0.00	
4			SAT for 100KVA Generator	2	nr		€0.00	
5			30KVA Generator	1	nr		€0.00	
6			FAT for 30KVA Generator	1	nr		€0.00	
7			SAT for 30KVA Generator	1	nr		€0.00	
8			Generator Trailer	1	nr		€0.00	
9			Delivery (All items)	1	item		€0.00	
10			3 years Maintenance (all supplied items):					
11			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
12			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
13			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
14			Training - Apportioned Provision from below	1	item		€0.00	
15			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
16			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
17			a)	1	item		€0.00	
18			b)	1	item		€0.00	
19			c)	1	item		€0.00	
20		Local Authority Total					€0.00	
21								
22	2	Cavan County Council						€0.00
23			100KVA Generator	2	nr		€0.00	
24			FAT for 100KVA Generator	2	nr		€0.00	
25			SAT for 100KVA Generator	2	nr		€0.00	
26			30KVA Generator	1	nr		€0.00	
27			FAT for 30KVA Generator	1	nr		€0.00	
28			SAT for 30KVA Generator	1	nr		€0.00	
29			Generator Trailer	1	nr		€0.00	
30			Delivery (All items)	1	item		€0.00	
31			3 years Maintenance (all supplied items):					
32			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
33			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
34			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
35			Training - Apportioned Provision from below	1	item		€0.00	
36			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
37			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
38			a)	1	item		€0.00	
39			b)	1	item		€0.00	
40			c)	1	item		€0.00	
41		Local Authority Total					€0.00	
42								
43	3	Clare County Council						€0.00
44			100KVA Generator	2	nr		€0.00	
45			FAT for 100KVA Generator	2	nr		€0.00	
46			SAT for 100KVA Generator	2	nr		€0.00	
47			30KVA Generator	1	nr		€0.00	
48			FAT for 30KVA Generator	1	nr		€0.00	
49			SAT for 30KVA Generator	1	nr		€0.00	
50			Generator Trailer	1	nr		€0.00	
51			Delivery (All items)	1	item		€0.00	
52			3 years Maintenance (all supplied items):					
53			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
54			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
55			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
56			Training - Apportioned Provision from below	1	item		€0.00	
57			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
58			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
59			a)	1	item		€0.00	
60			b)	1	item		€0.00	
61			c)	1	item		€0.00	
62		Local Authority Total					€0.00	

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
63								
64	4	Cork City Council						€0.00
65			100KVA Generator	2	nr		€0.00	
66			FAT for 100KVA Generator	2	nr		€0.00	
67			SAT for 100KVA Generator	2	nr		€0.00	
68			30KVA Generator	1	nr		€0.00	
69			FAT for 30KVA Generator	1	nr		€0.00	
70			SAT for 30KVA Generator	1	nr		€0.00	
71			Generator Trailer	1	nr		€0.00	
72			Delivery (All items)	1	item		€0.00	
73			3 years Maintenance (all supplied items):					
74			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
75			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
76			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
77			Training - Apportioned Provision from below	1	item		€0.00	
78			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
79			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
80			a)	1	item		€0.00	
81			b)	1	item		€0.00	
82			c)	1	item		€0.00	
83		Local Authority Total					€0.00	
84								
85	5	Cork County Council						€0.00
86			100KVA Generator	2	nr		€0.00	
87			FAT for 100KVA Generator	2	nr		€0.00	
88			SAT for 100KVA Generator	2	nr		€0.00	
89			30KVA Generator	1	nr		€0.00	
90			FAT for 30KVA Generator	1	nr		€0.00	
91			SAT for 30KVA Generator	1	nr		€0.00	
92			Generator Trailer	1	nr		€0.00	
93			Delivery (All items)	1	item		€0.00	
94			3 years Maintenance (all supplied items):					
95			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
96			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
97			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
98			Training - Apportioned Provision from below	1	item		€0.00	
99			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
100			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
101			a)	1	item		€0.00	
102			b)	1	item		€0.00	
103			c)	1	item		€0.00	
104		Local Authority Total					€0.00	
105								
106	6	Dún Laoghaire-Rathdown County Council						€0.00
107			100KVA Generator	2	nr		€0.00	
108			FAT for 100KVA Generator	2	nr		€0.00	
109			SAT for 100KVA Generator	2	nr		€0.00	
110			30KVA Generator	1	nr		€0.00	
111			FAT for 30KVA Generator	1	nr		€0.00	
112			SAT for 30KVA Generator	1	nr		€0.00	
113			Generator Trailer	1	nr		€0.00	
114			Delivery (All items)	1	item		€0.00	
115			3 years Maintenance (all supplied items):					
116			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
117			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
118			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
119			Training - Apportioned Provision from below	1	item		€0.00	
120			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
121			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
122			a)	1	item		€0.00	
123			b)	1	item		€0.00	
124			c)	1	item		€0.00	
125		Local Authority Total					€0.00	
126								

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
127	7	Donegal County Council						€0.00
128			100KVA Generator	2	nr		€0.00	
129			FAT for 100KVA Generator	2	nr		€0.00	
130			SAT for 100KVA Generator	2	nr		€0.00	
131			30KVA Generator	1	nr		€0.00	
132			FAT for 30KVA Generator	1	nr		€0.00	
133			SAT for 30KVA Generator	1	nr		€0.00	
134			Generator Trailer	1	nr		€0.00	
135			Delivery (All items)	1	item		€0.00	
136			3 years Maintenance (all supplied items):					
137			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
138			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
139			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
140			Training - Apportioned Provision from below	1	item		€0.00	
141			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
142			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
143			a)	1	item		€0.00	
144			b)	1	item		€0.00	
145			c)	1	item		€0.00	
146		Local Authority Total					€0.00	
147								
148	8	Dublin City Council						€0.00
149			100KVA Generator	2	nr		€0.00	
150			FAT for 100KVA Generator	2	nr		€0.00	
151			SAT for 100KVA Generator	2	nr		€0.00	
152			30KVA Generator	1	nr		€0.00	
153			FAT for 30KVA Generator	1	nr		€0.00	
154			SAT for 30KVA Generator	1	nr		€0.00	
155			Generator Trailer	1	nr		€0.00	
156			Delivery (All items)	1	item		€0.00	
157			3 years Maintenance (all supplied items):					
158			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
159			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
160			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
161			Training - Apportioned Provision from below	1	item		€0.00	
162			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
163			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
164			a)	1	item		€0.00	
165			b)	1	item		€0.00	
166			c)	1	item		€0.00	
167		Local Authority Total					€0.00	
168								
169	9	Fingal County Council						€0.00
170			100KVA Generator	2	nr		€0.00	
171			FAT for 100KVA Generator	2	nr		€0.00	
172			SAT for 100KVA Generator	2	nr		€0.00	
173			30KVA Generator	1	nr		€0.00	
174			FAT for 30KVA Generator	1	nr		€0.00	
175			SAT for 30KVA Generator	1	nr		€0.00	
176			Generator Trailer	1	nr		€0.00	
177			Delivery (All items)	1	item		€0.00	
178			3 years Maintenance (all supplied items):					
179			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
180			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
181			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
182			Training - Apportioned Provision from below	1	item		€0.00	
183			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
184			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
185			a)	1	item		€0.00	
186			b)	1	item		€0.00	
187			c)	1	item		€0.00	
188		Local Authority Total					€0.00	
189								

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
190	10	Galway City Council						€0.00
191			100KVA Generator	2	nr		€0.00	
192			FAT for 100KVA Generator	2	nr		€0.00	
193			SAT for 100KVA Generator	2	nr		€0.00	
194			30KVA Generator	1	nr		€0.00	
195			FAT for 30KVA Generator	1	nr		€0.00	
196			SAT for 30KVA Generator	1	nr		€0.00	
197			Generator Trailer	1	nr		€0.00	
198			Delivery (All items)	1	item		€0.00	
199			3 years Maintenance (all supplied items):					
200			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
201			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
202			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
203			Training - Apportioned Provision from below	1	item		€0.00	
204			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
205			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
206			a)	1	item		€0.00	
207			b)	1	item		€0.00	
208			c)	1	item		€0.00	
209		Local Authority Total					€0.00	
210								
211	11	Galway County Council						€0.00
212			100KVA Generator	2	nr		€0.00	
213			FAT for 100KVA Generator	2	nr		€0.00	
214			SAT for 100KVA Generator	2	nr		€0.00	
215			30KVA Generator	1	nr		€0.00	
216			FAT for 30KVA Generator	1	nr		€0.00	
217			SAT for 30KVA Generator	1	nr		€0.00	
218			Generator Trailer	1	nr		€0.00	
219			Delivery (All items)	1	item		€0.00	
220			3 years Maintenance (all supplied items):					
221			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
222			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
223			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
224			Training - Apportioned Provision from below	1	item		€0.00	
225			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
226			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
227			a)	1	item		€0.00	
228			b)	1	item		€0.00	
229			c)	1	item		€0.00	
230		Local Authority Total					€0.00	
231								
232	12	Kerry County Council						€0.00
233			100KVA Generator	2	nr		€0.00	
234			FAT for 100KVA Generator	2	nr		€0.00	
235			SAT for 100KVA Generator	2	nr		€0.00	
236			30KVA Generator	1	nr		€0.00	
237			FAT for 30KVA Generator	1	nr		€0.00	
238			SAT for 30KVA Generator	1	nr		€0.00	
239			Generator Trailer	1	nr		€0.00	
240			Delivery (All items)	1	item		€0.00	
241			3 years Maintenance (all supplied items):					
242			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
243			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
244			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
245			Training - Apportioned Provision from below	1	item		€0.00	
246			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
247			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
248			a)	1	item		€0.00	
249			b)	1	item		€0.00	
250			c)	1	item		€0.00	
251		Local Authority Total					€0.00	
252								

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
253	13	Kildare County Council						€0.00
254			100KVA Generator	2	nr		€0.00	
255			FAT for 100KVA Generator	2	nr		€0.00	
256			SAT for 100KVA Generator	2	nr		€0.00	
257			30KVA Generator	1	nr		€0.00	
258			FAT for 30KVA Generator	1	nr		€0.00	
259			SAT for 30KVA Generator	1	nr		€0.00	
260			Generator Trailer	1	nr		€0.00	
261			Delivery (All items)	1	item		€0.00	
262			3 years Maintenance (all supplied items):					
263			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
264			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
265			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
266			Training - Apportioned Provision from below	1	item		€0.00	
267			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
268			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
269			a)	1	item		€0.00	
270			b)	1	item		€0.00	
271			c)	1	item		€0.00	
272		Local Authority Total					€0.00	
273								
274	14	Kilkenny County Council						€0.00
275			100KVA Generator	2	nr		€0.00	
276			FAT for 100KVA Generator	2	nr		€0.00	
277			SAT for 100KVA Generator	2	nr		€0.00	
278			30KVA Generator	1	nr		€0.00	
279			FAT for 30KVA Generator	1	nr		€0.00	
280			SAT for 30KVA Generator	1	nr		€0.00	
281			Generator Trailer	1	nr		€0.00	
282			Delivery (All items)	1	item		€0.00	
283			3 years Maintenance (all supplied items):					
284			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
285			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
286			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
287			Training - Apportioned Provision from below	1	item		€0.00	
288			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
289			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
290			a)	1	item		€0.00	
291			b)	1	item		€0.00	
292			c)	1	item		€0.00	
293		Local Authority Total					€0.00	
294								
295	15	Laois County Council						€0.00
296			100KVA Generator	2	nr		€0.00	
297			FAT for 100KVA Generator	2	nr		€0.00	
298			SAT for 100KVA Generator	2	nr		€0.00	
299			30KVA Generator	1	nr		€0.00	
300			FAT for 30KVA Generator	1	nr		€0.00	
301			SAT for 30KVA Generator	1	nr		€0.00	
302			Generator Trailer	1	nr		€0.00	
303			Delivery (All items)	1	item		€0.00	
304			3 years Maintenance (all supplied items):					
305			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
306			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
307			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
308			Training - Apportioned Provision from below	1	item		€0.00	
309			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
310			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
311			a)	1	item		€0.00	
312			b)	1	item		€0.00	
313			c)	1	item		€0.00	
314		Local Authority Total					€0.00	
315								

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
316	16	Leitrim County Council						€0.00
317			100KVA Generator	2	nr		€0.00	
318			FAT for 100KVA Generator	2	nr		€0.00	
319			SAT for 100KVA Generator	2	nr		€0.00	
320			30KVA Generator	1	nr		€0.00	
321			FAT for 30KVA Generator	1	nr		€0.00	
322			SAT for 30KVA Generator	1	nr		€0.00	
323			Generator Trailer	1	nr		€0.00	
324			Delivery (All items)	1	item		€0.00	
325			3 years Maintenance (all supplied items):					
326			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
327			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
328			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
329			Training - Apportioned Provision from below	1	item		€0.00	
330			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
331			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
332			a)	1	item		€0.00	
333			b)	1	item		€0.00	
334			c)	1	item		€0.00	
335		Local Authority Total					€0.00	
336								
337	17	Limerick City and County Council						€0.00
338			100KVA Generator	2	nr		€0.00	
339			FAT for 100KVA Generator	2	nr		€0.00	
340			SAT for 100KVA Generator	2	nr		€0.00	
341			30KVA Generator	1	nr		€0.00	
342			FAT for 30KVA Generator	1	nr		€0.00	
343			SAT for 30KVA Generator	1	nr		€0.00	
344			Generator Trailer	1	nr		€0.00	
345			Delivery (All items)	1	item		€0.00	
346			3 years Maintenance (all supplied items):					
347			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
348			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
349			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
350			Training - Apportioned Provision from below	1	item		€0.00	
351			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
352			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
353			a)	1	item		€0.00	
354			b)	1	item		€0.00	
355			c)	1	item		€0.00	
356		Local Authority Total					€0.00	
357								
358	18	Longford County Council						€0.00
359			100KVA Generator	2	nr		€0.00	
360			FAT for 100KVA Generator	2	nr		€0.00	
361			SAT for 100KVA Generator	2	nr		€0.00	
362			30KVA Generator	1	nr		€0.00	
363			FAT for 30KVA Generator	1	nr		€0.00	
364			SAT for 30KVA Generator	1	nr		€0.00	
365			Generator Trailer	1	nr		€0.00	
366			Delivery (All items)	1	item		€0.00	
367			3 years Maintenance (all supplied items):					
368			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
369			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
370			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
371			Training - Apportioned Provision from below	1	item		€0.00	
372			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
373			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
374			a)	1	item		€0.00	
375			b)	1	item		€0.00	
376			c)	1	item		€0.00	
377		Local Authority Total					€0.00	
378								

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
379	19	Louth County Council						€0.00
380			100KVA Generator	2	nr		€0.00	
381			FAT for 100KVA Generator	2	nr		€0.00	
382			SAT for 100KVA Generator	2	nr		€0.00	
383			30KVA Generator	1	nr		€0.00	
384			FAT for 30KVA Generator	1	nr		€0.00	
385			SAT for 30KVA Generator	1	nr		€0.00	
386			Generator Trailer	1	nr		€0.00	
387			Delivery (All items)	1	item		€0.00	
388			3 years Maintenance (all supplied items):					
389			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
390			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
391			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
392			Training - Apportioned Provision from below	1	item		€0.00	
393			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
394			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
395			a)	1	item		€0.00	
396			b)	1	item		€0.00	
397			c)	1	item		€0.00	
398		Local Authority Total					€0.00	
399								
400	20	Mayo County Council						€0.00
401			100KVA Generator	2	nr		€0.00	
402			FAT for 100KVA Generator	2	nr		€0.00	
403			SAT for 100KVA Generator	2	nr		€0.00	
404			30KVA Generator	1	nr		€0.00	
405			FAT for 30KVA Generator	1	nr		€0.00	
406			SAT for 30KVA Generator	1	nr		€0.00	
407			Generator Trailer	1	nr		€0.00	
408			Delivery (All items)	1	item		€0.00	
409			3 years Maintenance (all supplied items):					
410			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
411			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
412			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
413			Training - Apportioned Provision from below	1	item		€0.00	
414			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
415			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
416			a)	1	item		€0.00	
417			b)	1	item		€0.00	
418			c)	1	item		€0.00	
419		Local Authority Total					€0.00	
420								
421	21	Meath County Council						€0.00
422			100KVA Generator	2	nr		€0.00	
423			FAT for 100KVA Generator	2	nr		€0.00	
424			SAT for 100KVA Generator	2	nr		€0.00	
425			30KVA Generator	1	nr		€0.00	
426			FAT for 30KVA Generator	1	nr		€0.00	
427			SAT for 30KVA Generator	1	nr		€0.00	
428			Generator Trailer	1	nr		€0.00	
429			Delivery (All items)	1	item		€0.00	
430			3 years Maintenance (all supplied items):					
431			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
432			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
433			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
434			Training - Apportioned Provision from below	1	item		€0.00	
435			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
436			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
437			a)	1	item		€0.00	
438			b)	1	item		€0.00	
439			c)	1	item		€0.00	
440		Local Authority Total					€0.00	
441								

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
442	22	Monaghan County Council						€0.00
443			100KVA Generator	2	nr		€0.00	
444			FAT for 100KVA Generator	2	nr		€0.00	
445			SAT for 100KVA Generator	2	nr		€0.00	
446			30KVA Generator	1	nr		€0.00	
447			FAT for 30KVA Generator	1	nr		€0.00	
448			SAT for 30KVA Generator	1	nr		€0.00	
449			Generator Trailer	1	nr		€0.00	
450			Delivery (All items)	1	item		€0.00	
451			3 years Maintenance (all supplied items):					
452			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
453			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
454			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
455			Training - Apportioned Provision from below	1	item		€0.00	
456			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
457			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
458			a)	1	item		€0.00	
459			b)	1	item		€0.00	
460			c)	1	item		€0.00	
461		Local Authority Total					€0.00	
462								
463	23	Offaly County Council						€0.00
464			100KVA Generator	2	nr		€0.00	
465			FAT for 100KVA Generator	2	nr		€0.00	
466			SAT for 100KVA Generator	2	nr		€0.00	
467			30KVA Generator	1	nr		€0.00	
468			FAT for 30KVA Generator	1	nr		€0.00	
469			SAT for 30KVA Generator	1	nr		€0.00	
470			Generator Trailer	1	nr		€0.00	
471			Delivery (All items)	1	item		€0.00	
472			3 years Maintenance (all supplied items):					
473			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
474			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
475			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
476			Training - Apportioned Provision from below	1	item		€0.00	
477			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
478			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
479			a)	1	item		€0.00	
480			b)	1	item		€0.00	
481			c)	1	item		€0.00	
482		Local Authority Total					€0.00	
483								
484	24	Roscommon County Council						€0.00
485			100KVA Generator	2	nr		€0.00	
486			FAT for 100KVA Generator	2	nr		€0.00	
487			SAT for 100KVA Generator	2	nr		€0.00	
488			30KVA Generator	1	nr		€0.00	
489			FAT for 30KVA Generator	1	nr		€0.00	
490			SAT for 30KVA Generator	1	nr		€0.00	
491			Generator Trailer	1	nr		€0.00	
492			Delivery (All items)	1	item		€0.00	
493			3 years Maintenance (all supplied items):					
494			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
495			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
496			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
497			Training - Apportioned Provision from below	1	item		€0.00	
498			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
499			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
500			a)	1	item		€0.00	
501			b)	1	item		€0.00	
502			c)	1	item		€0.00	
503		Local Authority Total					€0.00	
504								

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
505	25	Sligo County Council						€0.00
506			100KVA Generator	2	nr		€0.00	
507			FAT for 100KVA Generator	2	nr		€0.00	
508			SAT for 100KVA Generator	2	nr		€0.00	
509			30KVA Generator	1	nr		€0.00	
510			FAT for 30KVA Generator	1	nr		€0.00	
511			SAT for 30KVA Generator	1	nr		€0.00	
512			Generator Trailer	1	nr		€0.00	
513			Delivery (All items)	1	item		€0.00	
514			3 years Maintenance (all supplied items):					
515			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
516			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
517			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
518			Training - Apportioned Provision from below	1	item		€0.00	
519			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
520			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
521			a)	1	item		€0.00	
522			b)	1	item		€0.00	
523			c)	1	item		€0.00	
524		Local Authority Total					€0.00	
525								
526	26	South Dublin County Council						€0.00
527			100KVA Generator	2	nr		€0.00	
528			FAT for 100KVA Generator	2	nr		€0.00	
529			SAT for 100KVA Generator	2	nr		€0.00	
530			30KVA Generator	1	nr		€0.00	
531			FAT for 30KVA Generator	1	nr		€0.00	
532			SAT for 30KVA Generator	1	nr		€0.00	
533			Generator Trailer	1	nr		€0.00	
534			Delivery (All items)	1	item		€0.00	
535			3 years Maintenance (all supplied items):					
536			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
537			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
538			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
539			Training - Apportioned Provision from below	1	item		€0.00	
540			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
541			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
542			a)	1	item		€0.00	
543			b)	1	item		€0.00	
544			c)	1	item		€0.00	
545							€0.00	
546								
547	27	Tipperary County Council						€0.00
548			100KVA Generator	2	nr		€0.00	
549			FAT for 100KVA Generator	2	nr		€0.00	
550			SAT for 100KVA Generator	2	nr		€0.00	
551			30KVA Generator	1	nr		€0.00	
552			FAT for 30KVA Generator	1	nr		€0.00	
553			SAT for 30KVA Generator	1	nr		€0.00	
554			Generator Trailer	1	nr		€0.00	
555			Delivery (All items)	1	item		€0.00	
556			3 years Maintenance (all supplied items):					
557			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
558			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
559			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
560			Training - Apportioned Provision from below	1	item		€0.00	
561			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
562			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
563			a)	1	item		€0.00	
564			b)	1	item		€0.00	
565			c)	1	item		€0.00	
566		Local Authority Total					€0.00	
567								

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
568	28	Waterford City and County Council						€0.00
569			100KVA Generator	2	nr		€0.00	
570			FAT for 100KVA Generator	2	nr		€0.00	
571			SAT for 100KVA Generator	2	nr		€0.00	
572			30KVA Generator	1	nr		€0.00	
573			FAT for 30KVA Generator	1	nr		€0.00	
574			SAT for 30KVA Generator	1	nr		€0.00	
575			Generator Trailer	1	nr		€0.00	
576			Delivery (All items)	1	item		€0.00	
577			3 years Maintenance (all supplied items):					
578			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
579			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
580			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
581			Training - Apportioned Provision from below	1	item		€0.00	
582			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
583			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
584			a)	1	item		€0.00	
585			b)	1	item		€0.00	
586			c)	1	item		€0.00	
587		Local Authority Total					€0.00	
588								
589	29	Westmeath County Council						€0.00
590			100KVA Generator	2	nr		€0.00	
591			FAT for 100KVA Generator	2	nr		€0.00	
592			SAT for 100KVA Generator	2	nr		€0.00	
593			30KVA Generator	1	nr		€0.00	
594			FAT for 30KVA Generator	1	nr		€0.00	
595			SAT for 30KVA Generator	1	nr		€0.00	
596			Generator Trailer	1	nr		€0.00	
597			Delivery (All items)	1	item		€0.00	
598			3 years Maintenance (all supplied items):					
599			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
600			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
601			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
602			Training - Apportioned Provision from below	1	item		€0.00	
603			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
604			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
605			a)	1	item		€0.00	
606			b)	1	item		€0.00	
607			c)	1	item		€0.00	
608		Local Authority Total					€0.00	
609								
610	30	Wexford County Council						€0.00
611			100KVA Generator	2	nr		€0.00	
612			FAT for 100KVA Generator	2	nr		€0.00	
613			SAT for 100KVA Generator	2	nr		€0.00	
614			30KVA Generator	1	nr		€0.00	
615			FAT for 30KVA Generator	1	nr		€0.00	
616			SAT for 30KVA Generator	1	nr		€0.00	
617			Generator Trailer	1	nr		€0.00	
618			Delivery (All items)	1	item		€0.00	
619			3 years Maintenance (all supplied items):					
620			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
621			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
622			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
623			Training - Apportioned Provision from below	1	item		€0.00	
624			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
625			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
626			a)	1	item		€0.00	
627			b)	1	item		€0.00	
628			c)	1	item		€0.00	
629		Local Authority Total					€0.00	
630								

Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
631	31	Wicklow County Council						€0.00
632			100KVA Generator	2	nr		€0.00	
633			FAT for 100KVA Generator	2	nr		€0.00	
634			SAT for 100KVA Generator	2	nr		€0.00	
635			30KVA Generator	1	nr		€0.00	
636			FAT for 30KVA Generator	1	nr		€0.00	
637			SAT for 30KVA Generator	1	nr		€0.00	
638			Generator Trailer	1	nr		€0.00	
639			Delivery (All items)	1	item		€0.00	
640			3 years Maintenance (all supplied items):					
641			1st Maintenance 12 months after Site Acceptance Testing	1	item		€0.00	
642			2nd Maintenance 24 months after Site Acceptance Testing	1	item		€0.00	
643			3rd Maintenance 36 months after Site Acceptance Testing,	1	item		€0.00	
644			Training - Apportioned Provision from below	1	item		€0.00	
645			General Costs - Contract Administration, Insurances etc. - Apportioned Provision from below	1	item		€0.00	
646			Any Other Items deemed necessary to fulfil the Tender Requirements, please specify below:					
647			a)	1	item		€0.00	
648			b)	1	item		€0.00	
649			c)	1	item		€0.00	
650		Local Authority Total					€0.00	
651								
652		Overall Total - Brought Forward to Form of Tender						€0.00

Calculations - 1. Training

The cost of Training shall be apportioned between the Individual Local Authorities evenly. The following formula shall be used to calculate the proportion of Training Costs to be allocated to each Local Authority

Description	Qty	Unit	Rate	Total
Training Programme – Training for up to 10 Local Authorities per day with 3 attendees per local authority at Regional Locations to be identified post contract (Inclusive of trainers, materials, plant and equipment manuals, certification of attendance)	4	days		€0.00
Divide by Nr of Local Authorities				31.00
Total Apportioned Cost per Local Authority - Training				€0.00

Calculations - 2. General Costs - Contract Administration, Insurances etc. -

General Costs shall be apportioned between the Individual Local Authorities evenly. The following formula shall be used to calculate the proportion of General Costs to be allocated to each Local Authority

Description	Qty	Unit	Rate	Total
Tenderers Total Provision for General Costs	1	item		€0.00
Divide by Nr of Local Authorities				31.00
Total Apportioned Cost per Local Authority - General Costs				€0.00

NOTIONAL COSTINGS

Notional Comparative Cost of Tender

The following provisions shall be used to calculate the Notional Comparative Cost of Tender

Description	Qty	Unit	Rate	Total
Notional Additional Orders – a notional cost allowance reflecting the potential supply and delivery of additional standard product range skid mounted generators under the framework agreement. For evaluation purposes only, Tenderers' unit prices for additional generators (as set out in the pricing schedule) will be applied to a notional quantity of:				
1 additional 100kVA generators procured under an independent order at different time periods	3	nr		€0.00
1 additional 30kVA generators procured under an independent orders at different time periods	2	nr		€0.00
An additional 5 nr 100kVA generators procured under 1 single order (Suppliers to Price per Generator)	5	nr		€0.00
An additional 3 nr 30kVA generators procured under 1 single order (Suppliers to Price per Generator)	3	nr		€0.00
The tenderer shall include for delivery of the generator(s) to the administrative area of Galway County Council				
Total Notional Additional Orders for Notional Cost of Tender assessment				€0.00

Single party framework agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland.



Appendix 1 - Form of Tender Pricing Schedule

Ref.	LA Ref.	Local Authority	Description	Qty	Unit	Rate	Total	Total for Local Authority
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681 *The tenderer shall not carry forward the total value of the Notional Additional Orders to the Form of Tender & Schedule*
682
683

Single party framework agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland.



Appendix 2 – Declaration of Bona Fides

To:	Carlow County Council
From:	<i>Insert</i>
Competition:	Single Party Framework Agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland

I, having been duly authorised by the economic operator, sincerely declare that itself or any person who has is a member of the administrative, management or supervisory body of the economic operator or has powers of representation, decision or control in the economic operator:

- 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.
- 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 of its obligations relating to the payment of taxes or social security contributions.
- h) Has, in the performance of all public contracts, the successful Tenderer(s) and their Subcontractors (if any), complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

Single party framework agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland.



- i) 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.
- j) Is not guilty of grave professional misconduct.
- k) Has not entered into agreements with other economic operators aimed at distorting competition.
- l) Is not aware of any conflict of interest due to its participation in the Competition.
- m) Has not had any prior involvement in the preparation of the Competition.
- n) Is not guilty of 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.
- o) 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).
- p) 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.
- q) 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.

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THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE ECONOMIC OPERATOR

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

Signature	<i>(Insert)</i>	Date	<i>(Insert)</i>
Name	<i>(Insert)</i>	Position	<i>(Insert)</i>
Telephone	<i>(Insert)</i>	Email	<i>(Insert)</i>

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Appendix 3: DRAFT TERMS AND CONDITIONS OF THE FRAMEWORK AGREEMENT

The following terms are those intended to be signed with the successful tenderer(s) arising from this competition. Tenderers are not requested to sign these terms as part of their tender submission.

DRAFT TERMS AND CONDITIONS OF THE FRAMEWORK AGREEMENT Single Party Framework Agreement for the Provision of [XXXX] Parties (1) Carlow County Council and any of its Affiliates (Hereinafter referred to as the 'Contracting Authority') (2) [insert service provider name] (the "Framework Operator" or "Operator")

1.0 Background

The Contracting Authority has conducted a tender competition for the establishment of a Single Party Framework Agreement for the provision of [XXXX] The tender competition was advertised via eTenders on [insert date of contract notice]. The open procedure was used and an Invitation to Tender was issued with a tender submission deadline of [insert date] in the Official Journal of the European Union. Following evaluation of its Tender against the published award criteria, the Framework Operator is now appointed as the single operator under this Framework Agreement.

2.0 Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

"Business Day" means a day (except Saturday or Sunday) on which banks in Ireland are generally open for business;

"Contract" means a contract falling within the advertised scope of this Framework Agreement, which is awarded to the Operator, constituting a defined and agreed piece of work to be performed by the Operator;

"Commencement Date" means [insert date];

"Confidential Information" means any information of a confidential or proprietary nature, including (but not limited to) any material information concerning any matters affecting or relating to the business of either Party

"Data Protection Legislation" means all laws relating to the processing of personal data, privacy and security, including, without limitation, the EU Data Protection Directive 95/46/EC, the Irish Data Protection Acts, 1988 to 2018 (as may be amended from time to time), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. No 336 of 2011) and the General Data Protection Regulations (EU) 2016/679 ("GDPR") together with equivalent legislation of any other applicable jurisdiction, delegated legislation of other national data protection legislation, and all other applicable law, regulations and approved codes of conduct, certifications, seals or marks in any relevant jurisdiction relating to the processing of personal data including the opinions, guidance, advice, directions, orders and codes of practice

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issued or approved by a data supervisory authority or the Article 29 Working Party or the European Data Protection Board, in each case as amended, supplemented or substituted from time to time;

"Extended Term" shall have the meaning ascribed to it in clause 0;

"Framework Agreement" means these terms and conditions, including the Schedules hereto;

"Framework Term" means the period in years set out in clause 0 including the Initial Term and any Extended Term;

"Invitation to Tender" means the tender document issued by the Contracting Authority on [insert place of advertisement].

"Initial Term" shall have the meaning ascribed to it in **clause 0**;

"IPR" means all intellectual property rights including without limitation patents, (including utility models and inventions), trade marks (including service marks, trade names and business names), design rights, copyright and related rights (including rights in respect of software), internet designations (including domain names), moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, Confidential Information and trade secrets for the full term of such rights and including any extension to or renewal of the terms of such rights and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world.

"Price" means the amount in Euro chargeable by the Framework Operator in respect of any Item, or any Services purchased by the Contracting Authority which are, except where agreed in writing by the Contracting Authority, inclusive of all costs of administration, packaging, delivery, insurance, transportation, taxes, tariffs, customs charges and all other costs and expenses.

"Request for Supplementary Tender" means a document issued by the Contracting Authority at any point during the Framework Term requesting a proposal for the provision of Goods or Services;

"Supplementary Tender" means the written submission of the Framework Operator in response to a Request for Supplementary Tender;

"Tender" means the submission of the Framework Operator in response to the Invitation to Tender together with any clarifications, additions or amendments accepted by the Contracting Authority;

"Tender Documentation" means the Invitation to Tender, any Request for Supplementary Tender, any Supplementary Tender and the Tender; "

3.0 Appointment of Framework Operator

In consideration of payment by the Contracting Authority of good and valuable consideration, receipt of which is hereby acknowledged, the Framework Operator accepts its appointment under the terms and conditions of this Framework Agreement.

Appointment to this Framework Agreement does not entitle the Operator to be consulted in respect of, or awarded, any Contract during the Framework Term. The Contracting Authority may at its sole discretion choose not to enter into any Contracts falling within the scope of this Framework Agreement, or to terminate the Framework Agreement in accordance with **clause 08**.

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While this Framework Agreement will, in general, form the basis for the award of Contracts falling within the scope set out in **clause 5.1 during the Framework Term**, the Contracting Authority may at its sole discretion decide to carry out a separate Contract award procedure for Contracts falling within the specified scope. In this event, the Contracting Authority shall not afford any advantage to the Framework Operator.

4.0 Term of Framework Agreement

The Framework Agreement shall commence from the Commencement Date, unless terminated earlier in accordance **with clause 18 (Termination of Appointment)** or this clause, and this Framework Agreement shall continue for a period of [X years] ("Initial Term"). During the Term as set out in Schedule 1 this Framework Agreement shall automatically extend for one year ("Extended Term") at the end of the Initial Term and at the end of each Extended Term up to a maximum of the ("X years the Maximum Framework Term"). The Parties may agree in writing, not later than 90 days before the end of the Initial term or the relevant Extended Term, to terminate this Framework Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

5.0 Scope of Framework Agreement

This Framework Agreement relates to the provision of the Goods or Services, as described in the Specification document. Award of Contracts under this Framework Agreement may be awarded either on foot of the Invitation to Tender or by consultation with the Framework Operator and a Request for Supplementary Tender in accordance with the procedure set out in **clause 0**. The terms of this Framework Agreement shall take precedence over any Contracts awarded under the Framework Agreement. 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.

6.0 Procedure for Supplementary Tenders

In general, it is envisioned that the majority of work required under this Framework Agreement will be directly awarded on foot of the Invitation to Tender document. From time-to-time, however, in accordance with Article 33.3 of Directive 2014/24/EU, the Contracting Authority may elect to issue a Request for Supplementary Tender during the Framework Term, in accordance with the following procedure. It is emphasised that Supplementary Tenders will be sought solely in respect of work falling under the advertised scope of the Framework Agreement.

- a) The Contracting Authority will issue a Request for Supplementary Tender to the Framework Operator in writing, specifying which award criteria will apply in respect of the Supplementary Tender.
- b) The Contracting Authority shall specify the scope of the Supplementary Tender, and in particular whether the applicable terms and fees will be determined by reference to the Tender or, where relevant, the Supplementary Tender.
- c) The Contracting Authority shall fix a deadline for the receipt of the Supplementary Tender taking into account the complexity of the Contract and the time needed to prepare an appropriate proposal.
- d) Following evaluation of the Supplementary Tender, the Contracting Authority shall determine whether it meets the minimum requirements under the stated award criteria and whether a Contract will be awarded.
- e) The Contracting Authority shall not be responsible for any costs incurred by the Framework Operator in the preparation of a Supplementary Tender, including related site visits.

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- f) The Contracting Authority shall not be obliged to award any Contract on foot of a Request for Supplementary Tender and may terminate the award procedure at any time at its sole discretion.

When the Contracting Authority has made an award decision, the Contracting Authority will issue a notification in writing to the Framework Operator.

7.0 Conditions for Award of Contracts

Award of any Contract under the Framework Agreement may be subject to the application of a Service Level Agreement, to include agreed key performance indicators, response times, escalation procedures and penalties. The Framework Operator shall facilitate, upon request, the drafting and implementation of such Service Level Agreement.

8.0 Use of Framework by Local Authorities

1. The Parties acknowledge and agree that this Framework Agreement has been established by Carlow County Council for use by all Local Authorities within the State.
2. For the purposes of this Framework Agreement, any such Local Authority may act as a **Contracting Authority** and may, at its discretion, procure Goods (and any related services) under the terms of this Framework Agreement by entering into a call-off contract with the Contractor.
3. Each call-off contract shall constitute a separate binding agreement between the Contractor and the relevant Local Authority acting as Contracting Authority, and the Contractor shall perform its obligations accordingly.
4. The Contractor acknowledges that the Client shall have no liability or responsibility in respect of any call-off contract entered into by another Local Authority.

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9.0 Pricing

The maximum Price chargeable in respect of all Items contracted during Initial Term of the Framework Term shall be that set out in the Form of Tender or Pricing Schedules submitted as part of the Tender appended at Schedule 1 of this Framework Agreement. It is anticipated that the costs will be fixed for a 12-month period. Following the expiry of this twelve month period the maximum Price chargeable will be adjusted for inflation on each annual anniversary of the Commencement Date of the framework. This adjustment shall be in accordance (whether positive or negative) with the Consumer Price Index.

The Contracting Authority may seek, or the Framework Operator may offer, a lower Price at any time during the Framework Term. In particular, where a given Item or Service is being offered to other purchasers at a lower Price, the Contracting Authority may request adjustment of the Pricing Schedules or Form of Tender to reflect this. The Contracting Authority may reject any aspect of a Supplementary Tender on the grounds that the Price offered is not acceptable.

The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transaction) Regulations 2012.

10.0 Personnel

The personnel assigned by the Framework Operator to deliver any Contract shall be those identified in its Tender or Supplementary Tender, or other personnel of equivalent or greater qualifications, skills, professional expertise and experience who are expressly approved by the Contracting Authority.

11.0 Obligations of Framework Operator

The Framework Operator is required to inform the Contracting Authority of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Operator and the Contracting Authority or employees of the Contracting Authority or their relatives must be communicated to the Contracting Authority immediately. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and the Second Schedule of the Ethics in Public Office Act, 1995.

The Framework Operator is required to maintain, as a minimum, the forms of insurance set out in Section 6 – Selection Criteria. This may be subject to revision during the Framework Term, in which case the Contracting Authority shall notify the Framework Operator of the revised requirements and allow thirty (30) days for the provision of evidence that the required policies are in place.

The levels of insurance required in respect of individual Contracts may vary, in which case the Contracting Authority shall notify the Framework Operator of the required levels of insurances in the relevant Request for Supplementary Tender or at the earliest opportunity.

The Framework Operator shall maintain in its possession a valid Tax Clearance Certificate issued by the Irish Revenue Commissioners throughout the Framework Term and for the duration of any Contract.

The Framework Operator shall retain a copy of its signed Declaration under Article 57 of Directive 2014/24/EU. If at any point during the Framework Term or during the lifetime of a Contract the Operator becomes aware of circumstances that might affect the validity of any of the statements in

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its Declaration, it shall notify the Contracting Authority in writing of such circumstances at the earliest possible opportunity.

The Framework Operator shall not give, provide or offer to any staff or agent of the Contracting Authority a loan, fee, reward, gift, advantage, benefit or other payment during the Framework Term 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 Framework Agreement or any Contract.

The Framework Operator shall not assign the benefit of its appointment under this Framework Agreement, or under any Contract, or any part thereof without the written permission of the Contracting Authority.

12.0 Confidentiality

Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Framework Agreement. A Party's Confidential Information shall not be deemed to include information that: is or becomes publicly known other than through any act or omission of the receiving Party; was in the other Party's lawful possession before the disclosure; is lawfully disclosed to the receiving Party by a third party without restriction on disclosure.

Subject to clause 0, each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Framework Agreement.

Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Framework Agreement.

A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 0, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

The Operator acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Contracting Authority's Confidential Information.

No Party shall make, or permit any person to make, any public announcement concerning this Framework Agreement or refer to this Framework Agreement in any publicity or advertising material without the prior written consent of the other Party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

Each Party shall notify the other Party if any of its staff connected with the provision or receipt of the Services become aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other Party, in connection with any enforcement proceedings which that other Party may elect to bring against any person.

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The Operator shall, promptly (and in any event within 7 days of the termination or expiry of this Contract), deliver up to the Contracting Authority all documents and other materials in the possession, custody or control of the Operator that bear or incorporate any part of the Contracting Authority's Confidential Information.

Subject to **clause 0** each of the Parties agrees to hold Confidential Information received, provided or obtained arising from their participation in this Framework Agreement and shall not disclose same to any third party except to its employees, officers or professional advisers for the purposes of carrying out obligations under the Framework Agreement, or as may be required by law.

This Framework Agreement is subject to the provisions of the Freedom of Information Act 2014. In the event either Party receiving a request for information related to this Framework Agreement or any Contract, that Party shall consult with the other Party in respect of the request. The other Party shall identify any information that is not to be disclosed on grounds of commercial sensitivity and shall state the reasons for this sensitivity. The Party will consult the other Party about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

The above provisions of this **clause 0 shall** survive termination of this Framework Agreement, however arising.

Intellectual Property All IPRs in any Items produced for the purposes of this Framework Agreement shall vest in the Contracting Authority and the Operator so acknowledges and confirms.

The Contracting Authority and its licensors shall retain ownership of all the Contracting Authority's IPRs.

To the extent that any IPRs do not vest in the Contracting Authority pursuant to clause 0 the Operator grants the Contracting Authority a perpetual fully paid-up, worldwide, non-exclusive, transferable, royalty-free, sub-licensable licence to copy and modify the Operator's IPRs for the purpose of receiving and using the Services.

The Operator shall indemnify the Contracting Authority against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Contracting Authority arising out of or in connection with any claim brought against the Contracting Authority for actual or alleged infringement of a third party's rights (including any IPRs) arising out of, or in connection with, the receipt, use or onward supply of the Services by the Contracting Authority and its licensees and sublicensees. This clause 0 shall survive termination of the Contract.

13.0 Data Protection

All terms in this **clause 0** (Data Protection) including "data controller", "data processor", "data protection impact assessment", "data subject", "data subject request", "data supervisory authority",

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“processing”, “personal data” and “personal data breach” have the meaning given to them in the GDPR.

With respect to the rights and obligations of each Party under this Framework Agreement, the Parties agree that, to the extent the Contracting Authority is the data controller, and the Operator is the data processor of the personal data, the **provisions of this clause 14.2 apply. The particulars of the processing are set out in Schedule 6.**

Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This **clause 14.2 is in addition** to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

To the extent that the performance of the Services by the Operator involve the processing of personal data, the Operator agrees and warrants that:

it shall only process personal data for the purposes of performing this Framework Agreement in accordance with the written instructions of the Contracting Authority or as otherwise notified by the Contracting Authority to the Operator from time to time;

it shall ensure that persons authorised to process personal data are subject to obligations of confidentiality, no less strict than the provisions of clause 12, in relation to such personal data;

it complies with and will continue to comply with its obligations as a data processor and its obligations in respect of personal data under this Framework Agreement;

it will not do or permit anything to be done which might cause the Contracting Authority to be in breach of the Data Protection Legislation;

as personal data are confidential in nature, it shall, unless otherwise directed in writing by the Contracting Authority:

process personal data on behalf of the Contracting Authority exclusively for the performance of the Services and the provisions of this Framework Agreement but for no other purposes whatsoever;

take reasonable steps to ensure that neither the Operator nor any of its employees, agents or temporary contractors or any sub processor (where permitted) alter, copy, store, publish, disclose or divulge personal data except as necessary for the performance by the Operator of its obligations under this Framework Agreement or as directed in writing to do so by the Contracting Authority;

ensure (and procure that its employees, agents and temporary contractors and any sub-processor ensure) that the processing of personal data takes place exclusively in the EEA or in a jurisdiction or territory providing "adequate" data protection as approved by the European Commission in a decision taken in accordance with Article 45 of the GDPR and that no transfer or access to or other processing of personal data to/from any other jurisdiction or territory occurs or is permitted without the prior written and explicit authorisation of the Contracting Authority (in each case) and then only in a manner which is compliant with Data Protection Legislation applicable to the Contracting Authority;

assist the Contracting Authority as reasonably required in a timely manner where the Contracting Authority conducts a data protection impact assessment and, where necessary, assist the Contracting Authority with any prior consultations, investigations or audits conducted by a data supervisory authority or any other applicable regulatory authority to the extent necessary (including, without

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limitation, the preparation or provision of supporting documentation to be submitted to the relevant data supervisory authority); and

immediately and without undue delay (but in any event within 24 hours of becoming aware of it) notify the Contracting Authority in writing of any suspected, potential or actual data incidents, including any suspected, alleged, potential or actual unauthorised disclosure, loss, destruction, compromise, damage, alteration, access or theft of personal data or any incident or set of events which may give rise to a personal data breach.

The Operator shall (and shall procure that its employees, agents and/or temporary contractors and any sub-processor (where permitted) shall)

- promptly notify and assist the Contracting Authority in relation to any legally binding request for disclosure of personal data by a law enforcement or other applicable authority unless otherwise prohibited by the applicable laws and regulations;
- promptly notify and assist the Contracting Authority in fulfilling its obligations to all data subject requests by notifying the Contracting Authority about any data subject requests received directly from, or rights exercised by, data subjects without responding to that request;
- assist the Contracting Authority in taking any actions deemed necessary or appropriate to deal with complaints or allegations of or in connection with a failure to comply with the Data Protection Legislation; and
- promptly notify the Contracting Authority prior to carrying out any instruction from the Contracting Authority if, in the Operator's opinion, such instruction is likely to result in processing that is in breach of the Data Protection Legislation; upon giving the Operator reasonable notice, allow the Contracting Authority to carry out an audit or inspection in relation to the processing of personal data by the Operator in order to satisfy itself that the Operator is complying with the Data Protection Legislation in respect of the Services.

The Operator agrees that, having regard to the state of the art and the costs of implementation and the nature, scope context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects, the Operator shall implement appropriate security, technical and organisational measures to ensure a level of security appropriate to the then current risk to personal data, including access controls, confidentiality requests, technical and organisational controls, and back-ups. Upon the Contracting Authority's request, the Operator shall provide to the Contracting Authority a written description of the security, technical and organisational measures employed by the Operator under this clause 14.2.

The Operator shall not subcontract its processing obligations performed on behalf of the Contracting Authority under this Framework Agreement to a sub-processor without the prior written consent of the Contracting Authority. The Contracting Authority shall have the right to object on reasonable grounds to the use or replacement of any sub-processor within fourteen (14) days of the Operator notifying the Contracting Authority of the change. Where the Contracting Authority objects to the use of the proposed sub processor, the Operator shall use reasonable endeavours to find an alternative solution to enable the Contracting Authority to continue to use the Services and shall ensure that no personal data is processed by any unauthorised sub-processor until such time as an acceptable solution is put in place. In the event that no alternative solution can be arranged to the Contracting Authority's satisfaction, the Contracting Authority shall have the right to terminate the Framework

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Agreement, relevant Contract or part or all of the Services. Any authorised sub-processor shall be engaged under a binding written contract containing the same data protection obligations as apply to the Operator under the Framework Agreement.

On termination or expiry of this Framework Agreement, return or delete, at the election of the Contracting Authority, all Contracting Authority personal data and all copies, save to the extent the Operator is required by European Union or European Union member state law to retain Contracting Authority personal data.

With respect to the rights and obligations of each Party under this Framework Agreement, the Parties agree that, to the extent that both the Contracting Authority and the Operator are independent controllers of the personal data, the provisions of this clause 14.3 shall apply.

Any personal data shared under this Framework Agreement will be processed only as necessary in order to provide the Services.

The Operator shall: comply with all obligations as required under Data Protection Legislation; ensure that transfers of personal data to an appointed sub-processor are subject to written contractual obligations concerning personal (including obligations of confidentiality) which are no less onerous than those imposed by this Framework Agreement; and at the written direction of the Contracting Authority, delete or return personal data shared under this Framework Agreement and copies thereof to the Contracting Authority on termination of this Framework Agreement unless required by law to store the personal data.

14.0 Review Meetings

The Contracting Authority and the Framework Operator shall liaise on a regular basis to address any issues arising that may impact on the performance of this Framework Agreement and/or a Contract to agree milestones, compliance schedules and operational protocols as required by the Contracting Authority from time-to-time.

Without prejudice to the **provisions of clauses 18.1 or 20.1**, if at any time during the Framework Term any event or circumstance, including (but not limited to) a change of law, regulation or taxation causes any delay in the delivery of the Services or Items, or otherwise negatively impacts the performance by the Operator of the Framework Agreement or any Contract, the Contracting Authority may by written notice to the Operator require the Operator to enter into good faith negotiations with a view to agreeing an amendment to the Framework Agreement or the relevant Contract to address and alleviate any such impact. Each Party shall conduct such negotiations in good faith and in accordance with any timelines agreed between the Parties.

In the event that an amendment to the Framework Agreement or relevant Contract is not agreed in writing between the Parties within sixty (60) days' following the date of the written notice to enter into negotiations referred to in **clause 15.2**, the Contracting Authority shall be entitled to terminate the Framework Agreement or relevant Contract on written notice to the Operator immediately and without liability.

15.0 Conflict

If there is an inconsistency between any of the provisions of this Framework Agreement and the provisions of the Tender Documentation or any Contract, the provisions of this Framework Agreement shall prevail.

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16.0 Termination of Appointment

Without prejudice to any other rights or remedies to which it may be entitled, the Contracting Authority shall be entitled to terminate the appointment of the Framework Operator forthwith and without liability by giving three (3) months written notice to the Operator or if

The Operator commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;

The Operator fails to perform any obligation or responsibility under this Framework Agreement or a Contract concluded under the Framework Agreement either at all or to a standard that the Contracting Authority, acting reasonably, considers satisfactory and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Contracting Authority requiring the Operator to do so;

The Operator's performance of an obligation under a Contract is not in accordance with the terms of this Framework Agreement, including its Schedules, or any agreed Service Level Agreement, or fails to meet any standard prescribed by law

Any person employed by the Operator or acting on its behalf offers or appears to offer a corrupt gift or inducement, whether with or without the knowledge of the Operator;

The Operator convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors

The Operator ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law

The Operator is unable to pay its debts within the meaning of Section 570 of the Companies Act, 2014 or any analogous provision of law

An order is made, or an effective resolution is passed for the winding up of the Operator's company other than for the purpose of a restructuring the terms of which have been agreed by the Contracting Authority

A petition is presented, or an order is made or a resolution passed, or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Operator's company

An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Operator;

The Contracting Authority reasonably believes that any of the events mentioned above is about to occur in relation to the Operator and notifies the Operator

The Operator has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this Framework Agreement or the relevant Contract;

Any representation made by the Operator in connection with this Framework Agreement or a Contract shall in the opinion of the Contracting Authority prove to be untrue or incorrect in a material respect as of the date when made;

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Any event analogous to those contemplated in clauses 0 through 0 occurs to the Operator within the laws of any other jurisdiction.

The Framework Operator shall not be entitled to any additional amounts or compensation and will have no claim for damages or otherwise against the Contracting Authority as a result of the termination of its appointment in accordance with this clause.

17.0 General

Nothing in this Framework Agreement shall prevent the Contracting Authority from complying with its obligations under public procurement legislation. If necessary, this Framework Agreement and any Contract concluded hereunder may be abridged, modified, or amended without penalty to the Contracting Authority so as to enable it to comply with the said obligations.

18.0 Force Majeure

Neither Party shall be in breach of this Framework Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Framework Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 weeks, the Party not affected may terminate this Framework Agreement by giving 30 days' written notice to the affected Party

19.0 Severance

If any provision or part-provision of the Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or partprovision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the Framework Agreement.

If any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.0 Counterparts

This Framework Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Framework Agreement. Each of the Parties to this Framework Agreement confirms that this Framework Agreement is validly executed by their duly authorised officers.

21.0 Notices

Any notice or other document to be given under this Framework Agreement or any relevant Contract shall be in writing and shall be deemed to have been duly given if left at or sent: by hand; or delivered by personal delivery, registered post or reputable commercial courier (e.g. FedEx); or electronic mail, together with personal delivery, registered post or reputable commercial courier (e.g. FedEx). The address, e-mail address, facsimile and telephone numbers of the Parties for the purpose of the giving of notices under this Framework Agreement are as follows:

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For the Contracting Authority:

Address: [XXX]

Email: [XXX]

For the Framework Operator

Address: [XXX]

Email: [XXX]

Notices sent by personal delivery, registered post or reputable commercial courier (e.g. FedEx), shall be deemed given when actually received or, if earlier, three (3) Business Days after the deposit with a reputable commercial courier. Notices sent by electronic mail, where such is an expressly agreed and established means of communication between the Parties, shall be deemed to be served on the day of transmission if transmitted before 4pm in a Business Day but otherwise on the next Business Day. In all other cases, notices and other communications will be deemed to have been served on the Business Day they are actually received. All notices, documents and communications provided under this Framework Agreement, or the relevant Contract shall be in the English language.

22.0 Governing Law, Choice of Jurisdiction and Execution

This Framework Agreement and any dispute in relation to its subject matter or formation (including any non-contractual disputes or claims) 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 or claims arising out of or in connection with this Framework Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof the Parties hereto have executed this Framework Agreement the day and year first herein WRITTEN SIGNATURES SIGNED for and on behalf of Framework Operator by:

Signed: _____

Date: _____

Witnessed by: _____

SIGNED for and on behalf of the Contracting Authority by:

Signed: _____

Date: _____

Witnessed by: _____

**Single party framework agreement for the Supply, Delivery,
Commission and Maintenance of Emergency Generators to
Local Authorities across the Republic of Ireland.**



Appendix 4: GOODS CONTRACT

Appendix 4: Goods Contract

Carlow County Council on behalf of 31 Local Authorities across Ireland

and

[Insert successful Tenderer's full legal name - to be completed on signing.]

AGREEMENT

Relating to the Supply of Goods pursuant to

Request for Tenders for the supply of Single Party Framework Agreement for the Supply, Delivery, Commission and Maintenance of Generators to Local Authorities across the Republic of Ireland

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

Carlow County Council, of County Buildings, Athy Road, Carlow, R93 E7R7 on behalf of all 31 Local Authorities in Ireland ("the Client");

and

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

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

WHEREAS:

- A. By Request for Tender entitled **"SINGLE PARTY FRAMEWORK AGREEMENT FOR THE SUPPLY, DELIVERY, COMMISSION AND MAINTENANCE OF EMERGENCY GENERATORS TO LOCAL AUTHORITIES ACROSS THE REPUBLIC OF IRELAND"** advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] and dated [insert date of RFT] ("the RFT"), the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the goods described in Appendix 1 to the RFT (the "Goods"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

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 RFT;
 - iii. The Submission.
2. The Contractor shall sell and the Client shall purchase in accordance with this Agreement ("Agreement") the Goods described in Schedule B ("Goods"). Schedule B details the nature, quantity, quality, time of delivery and functional specifications of the Goods in accordance with the RFT and the Submission ("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 Mr. Ben Woodhouse of Carlow County Council ; 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 48 months, 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").



6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
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 supply of 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. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the supply 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 5 the Contractor shall:
1. supply the Goods in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, ~~–~~guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. supply 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 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 15, 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 11.
- 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. Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Goods and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

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 7 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 7 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 7 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 [insert period] from the date of delivery (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 repaired or replaced 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 supply of the Goods 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 supply 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 supply of the Goods

- (to include manufacture and distribution process) 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. **Not used**
 7. the status of the Contractor, as declared in the “Declaration as to Personal Circumstances of Tenderer” dated [Insert Date] which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged; and
 8. 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

- 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.
- A.

- 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.
- E. *Not used*
- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

[insert]

("the Retention Amount") which Retention Amount shall not at any given time exceed 10% per cent of the Charges. In such event the Client shall identify the particular Goods with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the Goods as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 7F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

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 RFT ("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 specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations
- 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 9B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party’s obligations (or of any of them) resulting from any Force Majeure Event, that Party (“the Affected Party”) shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the

Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- C. If the Force Majeure Event continues for 14 calendar days either Party may terminate at 14 days notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

10. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving 1 months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 1 months written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 10(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 - 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

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 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 the Chairman of the Chartered Institute of Arbitrators, Irish Branch 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 14.
- 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.

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 Goods) 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 Goods 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 21C 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.
- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Goods are being performed for the Client under this Agreement.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the supply of 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 supply of the Goods then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

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

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

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

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

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

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

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

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

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
- (1) process that Personal Data only on the written instructions of the Client;

- (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures

(those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and

storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

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

L. The Contractor shall:-

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

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

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

M.

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

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

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

26. ADDITIONAL CONDITION(S)

Schedule B: Goods: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

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

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 Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods/Services described in Appendix 1 to the RFT (the “Goods” “Services”) (“the Competition”). The Contractor submitted a response to the RFT 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.
- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- 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

4. Processing by the Contractor
 - 4.1 Subject matter of processing
 - 4.2 Nature of processing
 - 4.3 Purpose of processing
 - 4.4 Duration of the processing
5. Types of personal data
6. Categories of data subject

**Single party framework agreement for the Supply, Delivery,
Commission and Maintenance of Emergency Generators to
Local Authorities across the Republic of Ireland.**



Appendix 5.1: TECHNICAL CHECKLIST

Refer to the Excel Spreadsheet provided

Baseline Technical Compliance Checklist

Client:	Contracting Authority
Project:	Provision of Emergency Generators in Community Support Centres
Doc Title:	Baseline Technical Compliance Checklist
Project No:	25181
Date:	26/09/2025
Document Ref:	DD-003
Revision:	C
Status:	FOR TENDER

Horizon Engineering Consultants Ltd.

Unit 8B Nesson House,

Riverview Business Park,

Bessboro Road, Blackrock,

Cork,

T12 E5AK

(T): 021-7011111



Note: This checklist shall be completed by the Supplier as part of the tender return and should be cross referenced to ensure that specification requirements are met. This Technical Checklist is provided to assist Suppliers in preparing their submissions. It is not exhaustive and does not replace the Specification. Any omission from the checklist does not limit the Supplier's obligation to comply in full with all requirements. Tenderers remain responsible for full compliance with all tender documents. Full technical data sheets shall be provided to supplement the response.

-	Ref	Description	Unit	SUPPLIER DETAILS & COMMENTS - 100kVA ESP	SUPPLIER DETAILS & COMMENTS - 30kVA ESP	Notes
ENVIRONMENTAL CONDITIONS	1	Ambient Temperature Range	°C			Advise actual operating range
	2	Relative Humidity Range	%			Advise actual operating range
OUTPUT RATINGS	1	Generator Rating - Prime/Standby	kVA/kW			at 0.8 power factor to ISO 3046 and ISO 8528
	2	Power Output	V			
	3	Phase	Ph			
	4	Frequency	Hz			
GENERAL ARRANGEMENT	1	All Equipment Skid Mounted	Y/N			Generator and Ancillary equipment shall be mounted on skid with no assembling or disassembling required for operation
	2	Anti-Vibration Mounts installed	Y/N			Skid shall be suitably designed to avoid transfer of vibration
	3	Guarding of Moving or Hot Parts	Y/N			No risk to operators
	4	Time to reach Load from Start Up	sec			
	5	CEE form Sockets	-	-	-	Dedicated Circuits with RCD Protection
		- Single Phase 16A	Y/N			Confirm socket types
		- Single Phase 32A	Y/N			
		- Single Phase 63A	Y/N	NA		
		- Single Phase 125A	Y/N	NA		
		- Three Phase 32A	Y/N		NA	
		- Three Phase 63A	Y/N		NA	
		- Three Phase 125A	Y/N		NA	
		- Hardwire direct to Unit	Y/N			c/w MCCB protection
		- Socket for power during storage	-			CEE form socket option for charging batteries and electric heaters (Alternative can be proposed)
	6	Weatherproof Acoustic Canopy Enclosure	-			Confirm SPL at 7m. Additional technical marks for exceeding minimum specification
	7	Corrosion protection rating of canopy	-			Technical marks awarded for higher corrosion classification
	8	Removable Access Panels for Maintenance	Y/N			Confirmation that maintenance can be done via removable panels
	9	Lifting Eyes Provided	No.			Detail Location
DIESEL ENGINE	10	Fortlift Pockets Provided	Y/N			Fully Certified and can load/unload from trailer
	11	E stop installed on Canopy	Y/N			
	12	Fully Equipotential Bonding of the Skid	Y/N			
	13	Provision for generator earthing in Island mode (N-E Link)	Y/N			Generator may operate with grid completely disconnected
	14	Skid Weight	kg			This will be assessed as overall weight of Generator & Trailer
	15	RAL Colour	-			
	1	Manufacturer and Model	-			
	2	Fuel - Diesel	Y/N			To EN 590
	3	Fuel - HVO	Y/N			Technical Marks awarded for ability to run on HVO
	4	Cylinders	no			
	5	Speed	RPM			
FUEL SYSTEM	6	Aspiration (Turbo charged)	Y/N			
	7	Cooling Method - Water	Y/N			
	8	Oil Leakage Tray	Y/N			
	9	Engine Governor Type & Regulation Limits	-			
	10	No. of Batteries	No.			
	11	Battery Voltage	V			
	1	Fuel Injection Pumps	nr.			Specify number and type (Technical Marks for electronic)
	2	Fuel Tank Volume	L			
	3	Fuel Consumption - 100%/75%/50%	L/h			Higher Efficiency will achieve higher technical scoring
COOLING SYSTEM	4	Storage Time @ 100% Load	Hours			Storage Times above minimum will achieve higher technical scoring
	5	Fuel Tank Level Sensor	Y/N			
	6	Fuel Tank Bunded	Y/N			
	7	Fuel Tank Bund Leak Detector	Y/N			
	8	Fuel Tank Vent	Y/N			
	9	Fuel Tank Drain	Y/N			
	1	Water Cooling System with Radiator (Air)	Y/N			Outline details of system
	2	Coolant System Sensors	Y/N			
	3	Fill & Drain Points	Y/N			
	4	Expansion Vessel	Y/N			
	5	Coolant (Water Jacket) Heater	Y/N			Can be powered from 230V CEEform socket during storage. Combine with Coolant Heater and Anti Condensation Heater on same socket if feasible

Baseline Technical Compliance Checklist

Client:	Contracting Authority	Horizon Engineering Consultants Ltd.	
Project:	Provision of Emergency Generators in Community Support Centres	Unit 8B Nesson House,	
Doc Title:	Baseline Technical Compliance Checklist	Riverview Business Park,	
Project No:	25181	Bessboro Road, Blackrock,	
Date:	26/09/2025	Cork,	
Document Ref:	DD-003	T12 E54K	
Revision:	C	(T): 021-7011111	
Status:	FOR TENDER		

Note: This checklist shall be completed by the Supplier as part of the tender return and should be cross referenced to ensure that specification requirements are met. This Technical Checklist is provided to assist Suppliers in preparing their submissions. It is not exhaustive and does not replace the Specification. Any omission from the checklist does not limit the Supplier's obligation to comply in full with all requirements. Tenderers remain responsible for full compliance with all tender documents. Full technical data sheets shall be provided to supplement the response.

-	Ref	Description	Unit	SUPPLIER DETAILS & COMMENTS - 100kVA ESP	SUPPLIER DETAILS & COMMENTS - 30kVA ESP	Notes
EXHAUST SYSTEM	1	Insulated Exhaust	Y/N			
	2	Residential Silencer Installed	Y/N			Confirm dB (A) reduction
	3	Weather Protection on Exhaust Discharge	Y/N			No ingress of rainwater or snow that could damage engine
	4	Distance of Discharge above skid	mm			Distance should be minimised to avoid damage in transfer
LUBRICATION SYSTEM & FILTERS	1	Lubrication Pumps	Y/N			
	2	Lubricating Oil Filters	Y/N			
	3	Fuel Oil Filters	Y/N			
	4	Air Intake Filters	Y/N			
ALTERNATOR & VOLTAGE REGULATOR	1	Manufacturer and Model	-			
	2	Voltage Regulator Type	-			
	3	Insulation Class	Y/N			
	4	Exciter System	-			
	5	Sealed Bearings	Y/N			
	6	Steady State Voltage Regulation	+/- %			Technical marks awarded if this value is reduced as per specification
	7	Anti Condensation Heater	Y/N			Can be powered from 230V CEEform socket during storage. Combine with Codian Heater and Anti Condensation Heater on same socket if feasible
GENERATOR CONTROL PANEL	1	Integral IP Rated Control Panel Provided with all necessary control equipment installed	-			Provide IP rating of panel & details of components
	2	Cable Entry Point	-			Glanded Bottom Entry is required for connection of power cable directly to unit & all skid cabling should be bottom entry
	3	Main MCB and all circuit MCBs/RBO's included	Y/N			
	4	Digital HMI Screen Interface to Operate & Monitor Alarms	Y/N			
	5	Fault Condition Shut Down	List			List all fault criteria that causes shutdown (Supplier shall allow for all that would potentially damage equipment)
	6	Available monitoring and sensor feedback readings on HMI (including alarms)	List			List all available monitoring and alarm feedbacks. Additional Technical Marks for exceeding the minimum specification requirements
	7	Accept auto chagover signal from an external panel	Y/N			Generator may be connected up to auto changover panel but will not be required to run parallel to the grid
	8	4G/LTE router with SMS alarm capability (or other) to operators phone	-			Details of proposal shall be included.
	9	E stop installed on Control Panel	Y/N			
IDENTIFICATION AND LABELLING	1	CE Label affixed to Equipment	Y/N			
	2	SS Nameplate c/w Generator details	Y/N			
	3	All Components to be labelled	Y/N			
	4	All Electrical Wiring to be labelled	Y/N			
TRAILER	1	Trailer Suitable for Irish Roads (EU approved) c/w all accessories	Y/N			Fitted with brakes, lighting, indicators, reflectors, 12V lighting socket, LED lamps and registration number plate holder and lighting, mudguards, front jockey wheel, stabiliser jacks
	2	Trailer can transport both size generator sizes	Y/N			Bolt Holes included for both size generators
	3	Weight of Trailer	kg			
	4	Weight of Trailer & Generator (Dry & Wet)	kg			
	5	Generators can be loaded/offloaded with forklift on to Trailer	Y/N			<3.5t as per Regulation (EU) 2018/858 Classification Q2
	6	Certificate of Conformity	Y/N			
TESTING & TRAINING	1	All Units to be FAT Tested & Documentation to be provided	Y/N			Client reserves the right to visit the factory to inspect FAT Testing
	2	All Units to be Commissioned Prior to Delivery	Y/N			Delivered ready to use to customer.
	3	SAT Testing at local authority location c/w loadbank & Documentation to be provided	Y/N			1 Day
	4	Training to be provided c/w loadbank	Y/N			4 Different Site's - 4 Days
MAINTENANCE & CALL OUT	1	Full Maintenance including labour & consumables to be Provided for 3 Years	Y/N			
	2	Annual running against loadbank provided by supplier included in annual maintenance	Y/N			To combat wet stacking within the generators from running at low load
	3	Local field service engineers available in Ireland to complete maintenance	Y/N			Supplier to outline where field service engineers will be located
	4	365 Day/24 hour Emergency Breakdown Assist (Ability to attend site within 12 hours) by local field service engineers	Y/N			Response times to be identified.
	5	Confirm how low load operation impacts technical lifespan, warranty coverage, recommended maintenance regime and consumables	-			Advise on lowest % load that generator can operate at & all mitigation measures that are required. Will generally be utilised in community hubs as emergency power for general services when mains power in a community is out.
	6	Confirm how low usage operation impacts technical lifespan, warranty coverage, recommended maintenance regime and consumables	-			Any special mitigation measure to be included in here
O&M	1	As Built Drawings	Y/N			To be compiled as part of final handover
	2	Electrical Schematics	Y/N			To be compiled as part of final handover
	3	Parts List	Y/N			To be compiled as part of final handover
	4	FAT, Commissioning & SAT Test Certification	Y/N			To be compiled as part of final handover
	5	Installation Manual	Y/N			To be compiled as part of final handover
	6	Maintenance Manual	Y/N			To be compiled as part of final handover
	7	Operations Manual	Y/N			To be compiled as part of final handover
	8	Declaration of Conformity	Y/N			To be compiled as part of final handover
STANDARDS	1	Design in compliance with all standards (List any deviations in this section)	-			Technical Marks will be awarded for the level of experience that exceeds this
ADDITIONAL INFORMATION	1	Additional Information from Vendor	-			
	2	Additional Information from Vendor	-			
	3	Additional Information from Vendor	-			
	4	Additional Information from Vendor	-			
	5	Additional Information from Vendor	-			
	6	Additional Information from Vendor	-			

**Single party framework agreement for the Supply, Delivery,
Commission and Maintenance of Emergency Generators to
Local Authorities across the Republic of Ireland.**



Appendix 5.2: TECHNICAL UPGRADE CHECKLIST

Refer to the Excel Spreadsheet provided

Award Criteria for Technical Upgrade Checklist

Client:	Contracting Authority
Project:	Provision of Emergency Generators in Community Support Centres
Doc Title:	Award Criteria for Technical Upgrade Checklist
Project No:	25181
Date:	26/09/2025
Document Ref:	DD-004
Revision:	C
Status:	FOR TENDER

Horizon Engineering Consultants Ltd.
Unit 88 Nissan House,

Riverview Business Park,
Bessboro Road, Blackrock,
Cork,
T12 E5AK
(T): 021-7011111



Note: This checklist identifies enhancements beyond the minimum Specification that can earn additional technical marks in the tender return. It is not exhaustive and does not replace the Specification. Any additional areas where the Supplier exceeds the minimum specification shall be outlined below or addressed within the tender return. Full technical data sheets shall be provided to supplement the response.

-	Ref	Description	Unit	SUPPLIER DETAILS & COMMENTS - 100kVA ESP	SUPPLIER DETAILS & COMMENTS - 30kVA ESP	Notes
TECHNICAL SPECIFICATION UPGRADE	1	Enhanced Acoustic Canopy Enclosure SPL at 7m above specification	-			Confirm SPL at 7m.
	2	Additional corrosion protection rating above specification	-			
	3	Fuel - HVO - ability to run on HVO	-			
	4	Emissions from the Engine	Y/N			
	5	Fuel Injection Pumps - Electronic	nr.			Provide Type of Pump.
	6	Fuel Consumption - 100%/75%/50%	L/h			Higher Efficiency will achieve higher technical scoring
	7	Storage Time @ 100% Load	Hours			Storage Times above minimum will achieve higher technical scoring
	8	Alternator Steady State Voltage Regulation Upgrade	+/- %			Technical marks awarded if this value is reduced as per specification
	9	Additional monitoring and sensor feedback readings on HMI (including alarms)	List			List all available monitoring and alarm feedbacks. Additional Technical Marks for exceeding the minimum specification requirements
	10	Increased response time for field engineers	Y/N			Response times to be identified.
	11	Minimum low load that generators can operate on	--			Advise on lowest % load that generator can operate at & all mitigation measures that are required. Will generally be utilised in community hubs as emergency power for general services when mains power in a community is out.
	12	Manufacturer has at least 10 years experience in design and manufacture for similar projects. Include reference list	--			Technical Marks will be awarded for the level of experience that exceeds this
	13	Additional Technical Upgrade				
	14	Additional Technical Upgrade				
	15	Additional Technical Upgrade				
	16	Additional Technical Upgrade				

**Single party framework agreement for the Supply, Delivery,
Commission and Maintenance of Emergency Generators to
Local Authorities across the Republic of Ireland.**



**Appendix 5.3: TECHNICAL CHECKLIST – STANDARD PRODUCT RANGE SKID
MOUNTED GENERATORS FOR ADDITIONAL ORDERS**

Refer to the Excel Spreadsheet provided

STANDARD PRODUCT RANGE SKID MOUNTED GENERATORS FOR ADDITIONAL ORDERS Technical Checklist

Client:	Contracting Authority
Project:	Provision of Emergency Generators in Community Support Centres
Doc Title:	Standard Option Technical Compliance Checklist
Project No:	25181
Date:	26/09/2025
Document Ref:	DD-005
Revision:	C
Status:	FOR TENDER

Horizon Engineering Consultants Ltd.
Unit 8B Nesson House,
Riverview Business Park,
Bessboro Road, Blackrock,
Cork,
T12 E5AK
(T): 021-7011111



Note: The intent of this checklist is to ensure that any additional generators supplied under the framework agreement continue to meet, as closely as practicable, the original specification requirements. Hence any deviations or enhancements available shall be outlined here.

-	Ref	Description	Unit	SUPPLIER DETAILS & COMMENTS - 100kVA ESP	SUPPLIER DETAILS & COMMENTS - 30kVA ESP	Notes
ENVIRON -MENTAL CONDITIONS	1	Ambient Temperature Range	-°C			Advise actual operating range
	2	Relative Humidity Range	%			Advise actual operating range
OUTPUT RATINGS	1	Generator Rating - Prime/Standby	kVA/kW			at 0.8 power factor to ISO 3046 and ISO 8528
	2	Power Output	V			
	3	Phase	Ph			
	4	Frequency	Hz			
GENERAL ARRANGEMENT	1	All Equipment Skid Mounted	Y/N			Generator and Ancillary equipment shall be mounted on skid with no assembling or disassembling required for operation
	2	Anti-Vibration Mounts installed	Y/N			Skid shall be suitably designed to avoid transfer of vibration
	3	Guarding of Moving or Hot Parts	Y/N			No risk to operators
	4	Time to reach Load from Start Up	sec			
	5	CEE form Sockets	-	-	-	Dedicated Circuits with RCD Protection
		- Single Phase 16A	Y/N			Confirm socket types
		- Single Phase 32A	Y/N			
		- Single Phase 63A	Y/N	NA		
		- Single Phase 125A	Y/N	NA		
		- Three Phase 32A	Y/N		NA	
		- Three Phase 63A	Y/N		NA	
		- Three Phase 125A	Y/N		NA	
		- Hardwire direct to Unit	Y/N			c/w MCCB protection
		- Socket for power during storage	-			CEE form socket option for charging batteries and electric heaters (Alternative can be proposed)
	6	Weatherproof Acoustic Canopy Enclosure	-			Confirm SPL at 7m.
	7	Corrosion protection rating of canopy	-			
	8	Removable Access Panels for Maintenance	Y/N			
	9	Lifting Eyes Provided	No.			Detail Location
	10	Forklift Pockets Provided	Y/N			Fully Certified and can load/unload from trailer
DIESEL ENGINE	11	E stop installed on Canopy	Y/N			
	12	Fully Equipotential Bonding of the Skid	Y/N			
	13	Provision for generator earthing in island mode (N-E Link)	Y/N			Generator may operate with grid completely disconnected
	14	Skid Weight	kg			This will be assessed as overall weight of Generator & Trailer
	15	RAL Colour	-			
	1	Manufacturer and Model	-			
	2	Fuel - Diesel	Y/N			To EN 590
	3	Fuel - HVO	Y/N			
	4	Cylinders	no			
	5	Speed	RPM			
	6	Aspiration (Turbo charged)	Y/N			
	7	Cooling Method - Water	Y/N			
	8	Oil Leakage Tray	Y/N			
	9	Engine Governor Type & Regulation Limits	-			
	10	No. of Batteries	No.			
	11	Battery Voltage	V			
FUEL SYSTEM	1	Fuel Injection Pumps	nr.			Specify number and type
	2	Fuel Tank Volume	L			
	3	Fuel Consumption - 100%/75%/50%	L/h			
	4	Storage Time @ 100% Load	Hours			
	5	Fuel Tank Level Sensor	Y/N			
	6	Fuel Tank Bunded	Y/N			
	7	Fuel Tank Bund Leak Detector	Y/N			
	8	Fuel Tank Vent	Y/N			
	9	Fuel Tank Drain	Y/N			
COOLING SYSTEM	1	Water Cooling System with Radiator (Air)	Y/N			Outline details of system
	2	Coolant System Sensors	Y/N			
	3	Fill & Drain Points	Y/N			
	4	Expansion Vessel	Y/N			
	5	Coolant (Water Jacket) Heater	Y/N			Can be powered from 230V CEEform socket during storage. Combine with Coolant Heater and Anti Condensation Heater on same socket if feasible

STANDARD PRODUCT RANGE SKID MOUNTED GENERATORS FOR ADDITIONAL ORDERS Technical Checklist

Client:	Contracting Authority	Horizon Engineering Consultants Ltd.	
Project:	Provision of Emergency Generators in Community Support Centres	Unit 8B Nesson House,	
Doc Title:	Standard Option Technical Compliance Checklist	Riverview Business Park,	
Project No:	25161	Bessboro Road, Blackrock,	
Date:	26/09/2025	Cork,	
Document Ref:	DD-005	T12 E5AK	
Revision:	C	(T): 021-7011111	
Status:	FOR TENDER		

Note: The intent of this checklist is to ensure that any additional generators supplied under the framework agreement continue to meet, as closely as practicable, the original specification requirements. Hence any deviations or enhancements available shall be outlined here.

-	Ref	Description	Unit	SUPPLIER DETAILS & COMMENTS - 100kVA ESP	SUPPLIER DETAILS & COMMENTS - 30kVA ESP	Notes
EXHAUST SYSTEM	1	Insulated Exhaust	Y/N			
	2	Residential Silencer Installed	Y/N			Confirm dB (A) reduction
	3	Weather Protection on Exhaust Discharge	Y/N			No ingress of rainwater or snow that could damage engine
	4	Distance of Discharge above skid	mm			Distance should be minimised to avoid damage in transfer
LUBRICATION SYSTEM & FILTERS	1	Lubrication Pumps	Y/N			
	2	Lubricating Oil Filters	Y/N			
	3	Fuel Oil Filters	Y/N			
	4	Air Intake Filters	Y/N			
ALTERNATOR & VOLTAGE REGULATOR	1	Manufacturer and Model	-			
	2	Voltage Regulator Type	-			
	3	Insulation Class	Y/N			
	4	Exciter System	-			
	5	Sealed Bearings	Y/N			
	6	Steady State Voltage Regulation	+/- %			
	7	Anti Condensation Heater	Y/N			Can be powered from 230V CEEform socket during storage. Combine with Coolant Heater and Anti Condensation Heater on same socket if feasible
GENERATOR CONTROL PANEL	1	Integral IP Rated Control Panel Provided with all necessary control equipment installed	-			Provide IP rating of panel & details of components
	2	Cable Entry Point	-			Glanded Bottom Entry is required for connection of power cable directly to unit & all skid cabling should be bottom entry
	3	Main MCB and all circuit MCB's/RCBO's included	Y/N			
	4	Digital HMI Screen Interface to Operate & Monitor Alarms	Y/N			
	5	Fault Condition Shut Down	List			List all fault criteria that causes shutdown (Supplier shall allow for all that would potentially damage equipment)
	6	Available monitoring and sensor feedback readings on HMI (including alarms)	List			List all available monitoring and alarm feedbacks. Additional Technical Marks for exceeding the minimum specification requirements
	7	Accept auto chageover signal from an external panel	Y/N			Generator may be connected up to auto chngover panel but will not be required to run parallel to the grid
	8	4G/LTE router with SMS alarm capability (or other) to operators phone	-			Details of proposal shall be included.
	9	E stop installed on Control Panel	Y/N			
IDENTIFICATION AND LABELLING	1	CE Label affixed to Equipment	Y/N			
	2	SS Nameplate c/wr Generator details	Y/N			
	3	All Components to be labelled	Y/N			
	4	All Electrical Wiring to be labelled	Y/N			
TESTING & TRAINING	1	All Units to be FAT Tested & Documentation to be provided	Y/N			Client will not visit factory
	2	All Units to be Commissioned Prior to Delivery	Y/N			Delivered ready to use to customer.
	3	SAT Testing	Y/N	NA	NA	
	4	Training	Y/N	NA	NA	
MAINTENANCE & CALL OUT	1	Full Maintenance including labour & consumables to be provided for 3 Years	Y/N			
	2	Annual running against loadbank provided by supplier included in annual maintenance	Y/N			To combat wet stacking within the generators from running at low load
	3	Local field service engineers available in Ireland to complete maintenance	Y/N			Supplier to outline where field service engineers will be located
	4	365 Day/24 hour Emergency Breakdown Assist (Ability to attend site within 12 hours) by local field service engineers	Y/N			Response times to be identified.
	5	Confirm how low load operation impacts technical lifespan, warranty coverage, recommended maintenance regime and consumables	--			Advise on lowest % load that generator can operate at & all mitigation measures that are required. Will generally be utilised in community hubs as emergency power for general services when mains power in a community is out.
	6	Confirm how low usage operation impacts technical lifespan, warranty coverage, recommended maintenance regime and consumables	--			Any special mitigation measure to be included in here
O&M	1	As Built Drawings	Y/N			To be compiled as part of final handover
	2	Electrical Schematics	Y/N			To be compiled as part of final handover
	3	Parts List	Y/N			To be compiled as part of final handover
	4	FAT & Commissioning	Y/N			To be compiled as part of final handover
	5	Installation Manual	Y/N			To be compiled as part of final handover
	6	Maintenance Manual	Y/N			To be compiled as part of final handover
	7	Operations Manual	Y/N			To be compiled as part of final handover
	8	Declaration of Conformity	Y/N			To be compiled as part of final handover
STANDARDS	1	Design in compliance with all standards (List any deviations in this section)	--			
ADDITIONAL INFORMATION	1	Additional Information from Vendor	--			
	2	Additional Information from Vendor	--			
	3	Additional Information from Vendor	--			
	4	Additional Information from Vendor	--			
	5	Additional Information from Vendor	--			
	6	Additional Information from Vendor	--			

Single party framework agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland.



Appendix 6: LOCAL AUTHORITY INFORMATION

Local Authorities Contact Information						
Ref.	Local Authority	Address of Local Authority	Eircode	Contact Name	Contact Email	Contact Number
1	Carlow County Council	Athy Road, Carlow	R93 E7R7	To be Advised Post Contract	To be Advised Post Contract	059 9170300
2	Cavan County Council	Cavan Courthouse, Farnham St, Abbeyland, Cavan	H12 R6V2	To be Advised Post Contract	To be Advised Post Contract	049 4378300
3	Clare County Council	Áras Contae an Chláir, New Road, Ennis, Co. Clare	V95 DXP2	To be Advised Post Contract	To be Advised Post Contract	065 6821616
4	Cork City Council	City Hall, Anglesea Street, Cork	T12 T997	To be Advised Post Contract	To be Advised Post Contract	021 4924000
5	Cork County Council	Carrirohane Road, Cork	T12 R2NC	To be Advised Post Contract	To be Advised Post Contract	021 4276891
6	Dún Laoghaire-Rathdown County Council	County Hall, Marine Road, Dún Laoghaire	A96 K6C9	To be Advised Post Contract	To be Advised Post Contract	01 2054700
7	Donegal County Council	County House, The Diamond, Lifford, Co. Donegal	F93 Y622	To be Advised Post Contract	To be Advised Post Contract	074 9153900
8	Dublin City Council	Civic Offices, Wood Quay, Dublin 8	D08 RF3F	To be Advised Post Contract	To be Advised Post Contract	01 2222222
9	Fingal County Council	County Hall, Main Street, Swords, County Dublin	K67 X8Y2	To be Advised Post Contract	To be Advised Post Contract	01 8905000
10	Galway City Council	City Hall, College Road, Galway	H91 X4K8	To be Advised Post Contract	To be Advised Post Contract	091 536400
11	Galway County Council	Áras an Chontae, Prospect Hill, Galway	H91 H6KX	To be Advised Post Contract	To be Advised Post Contract	091 509043
12	Kerry County Council	County Buildings, Rathass, Tralee, Co. Kerry	V92 H7VT	To be Advised Post Contract	To be Advised Post Contract	066 7183582
13	Kildare County Council	Devoy Park, Naas, Co. Kildare	W91 X77F	To be Advised Post Contract	To be Advised Post Contract	045 980845
14	Kilkenny County Council	County Hall, John Street, Kilkenny	R95 A39T	To be Advised Post Contract	To be Advised Post Contract	056 7794010
15	Laois County Council	Áras an Chontae, JFL Ave., Portlaoise, Co. Laois	R32 EHP9	To be Advised Post Contract	To be Advised Post Contract	057 8664000
16	Leitrim County Council	Áras an Chontae, St. Georges Terrace, Carrick on Shannon, Co. Leitrim	N41 PF67	To be Advised Post Contract	To be Advised Post Contract	071 9620005
17	Limerick City and County Council	Corporate Headquarters, Merchants Quay, Limerick	V94 EH90	To be Advised Post Contract	To be Advised Post Contract	061 556000
18	Longford County Council	Great Water Street, Longford	N39 NH56	To be Advised Post Contract	To be Advised Post Contract	043 3343409
19	Louth County Council	County Hall, Millennium Centre, Dundalk, Louth	A91 KFW6	To be Advised Post Contract	To be Advised Post Contract	042 9335457
20	Mayo County Council	Áras an Chontae, The Mall, Castlebar, Co. Mayo	F23 WF90	To be Advised Post Contract	To be Advised Post Contract	094 9064000
21	Meath County Council	Buvinda House, Dublin Road, Navan, Co. Meath	C15 Y291	To be Advised Post Contract	To be Advised Post Contract	046 9097000
22	Monaghan County Council	County Offices, The Glen, Co. Monaghan	H18 YT50	To be Advised Post Contract	To be Advised Post Contract	047 30500
23	Offaly County Council	Áras an Chontae, Charleville Road, Tullamore, Co. Offaly	R35 F893	To be Advised Post Contract	To be Advised Post Contract	057 9357414
24	Roscommon County Council	Áras an Chontae, Roscommon, Co. Roscommon	F42 VR98	To be Advised Post Contract	To be Advised Post Contract	090 6637100
25	Sligo County Council	County Hall, Riverside, Sligo	F91 Y763	To be Advised Post Contract	To be Advised Post Contract	071 9114452
26	South Dublin County Council	County Hall Tallaght, Dublin 24	D24 A3XC	To be Advised Post Contract	To be Advised Post Contract	01 4149000
27	Tipperary County Council	Civic Offices, Clonmel	E91 N512	To be Advised Post Contract	To be Advised Post Contract	0818 065000
28	Waterford City and County Council	City Hall, The Mall, Waterford	X91 PK15	To be Advised Post Contract	To be Advised Post Contract	0818 102020
29	Westmeath County Council	Áras An Chontae, Mount Street, Mullingar	N91 FH4N	To be Advised Post Contract	To be Advised Post Contract	044 9332000
30	Wexford County Council	County Hall, Carricklawn, Wexford	Y35 WY93	To be Advised Post Contract	To be Advised Post Contract	053 9196101
31	Wicklow County Council	County Buildings, Whitegates, Wicklow Town	A67 FW96	To be Advised Post Contract	To be Advised Post Contract	0404 20148

Single party framework agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland.



Appendix 7: DELIVERY AND ACCEPTANCE FORM

Delivery & Acceptance Form

Contract Title: Supply, Delivery and Commissioning of Generators

Contracting Authority (Lead): [Insert Lead Local Authority Name]

Supplier: [Insert Successful Tenderer Name]

Contract Reference Number: [Insert Reference]

Delivery Details

Local Authority: _____

Delivery Address: _____

Eircode: _____

Site Contact Name: _____

Site Contact Phone/Email: _____

Generator Serial Number(s): _____

Date of Delivery: _____

Date of Commissioning: _____

Acceptance Confirmation

1. The generator(s) have been delivered to the correct site and in good condition.
2. Commissioning has been carried out to the required specification.
3. All documentation, manuals, and training (where applicable) have been provided.
4. Any defects or outstanding issues have been recorded below.

**Single party framework agreement for the Supply, Delivery,
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Defects / Outstanding Issues (if any):

Authorisation

Signed (Local Authority Site Contact): _____

Name (Block Capitals): _____

Position: _____

Date: _____

Signed (Supplier Representative): _____

Name (Block Capitals): _____

Position: _____

Date: _____

**Single party framework agreement for the Supply, Delivery,
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Local Authorities across the Republic of Ireland.**



Appendix 8: DETAILED SPECIFICATION OF REQUIREMENTS



CLIENT: **Contracting Authority**

PROJECT: **Single Party Framework Agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland**

DOCUMENT TITLE: **Emergency Generator Supply Scope & Specification**

PROJECT REFERENCE: **25181**

DOCUMENT NO: **25181-DD-001**

Horizon Engineering Consultants Ltd.

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Issue	Date	Issue Description	By	Checked By
A	05/09/2025	Draft	GC	GS
B	11/09/2025	For Review	GC	GS
C	26/09/2025	For Tender	GC	GS

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1. INTRODUCTION & SCOPE

1.1 Overview

The Contracting Authority intends to procure 62nr. 100 kVA three phase skid mounted generator sets & 31nr. 30kVA single phase skid mounted generator sets for use by 31 local authorities in Ireland for emergency power supplies in response to power outages and other emergency events. Each local authority will be supplied with 2nr. 100kVA & 1nr. 30kVA generator sets. These generator sets (gensets) will be stored by the local authorities and when required will be transported to the point of use. These points of use have yet to be identified, and works will be put in place at these locations to facilitate hook up of the generator skid at the proposed locations under a separate process. The gensets will generally be utilized in emergency situations to provide power for local community hubs in the event of power outages in that locality. The intention will be to connect up to an autochangover panel at the point of use but may connect directly to the main distribution panel also. There will be no parallel operation with the mains supply.

This specification identifies the minimum technical requirements and scope associated with the design, manufacture, supply, delivery and commissioning of the Emergency Gensets and ancillary equipment. The Supplier is responsible for all requirements described within this specification and is also responsible for all other associated works which form part of the tender requirements and Contract.

A technical checklist is included in Appendix A. This shall be completed by the Supplier as part of the tender return and should be cross referenced to ensure that specification requirements are met. This Technical Checklist is provided to assist Suppliers in preparing their submissions. It is not exhaustive and does not replace the Specification. The checklist highlights key items but is not a complete summary. Tenderers remain responsible for full compliance with all tender documents.

The Supplier shall comply in full with all minimum requirements set out in the Specification. Compliance is a baseline requirement and as such there will be no marks awarded under the Award Criteria for complying with these base requirements. Under the Award Criteria for Technical Merit, marks are awarded only for evidenced performance that exceeds the minimum requirements as identified in the specification.

The successful Supplier shall be responsible for all contract requirements, including, but not limited to:

- Design & full technical submittal of the equipment prior to manufacture as per the full technical specification. This will be approved by the client prior to manufacture.
- Manufacturer & assembly of the generator skid including ancillary equipment as per the approved design.
- Factory and Site Acceptance Testing of the generators and ancillary equipment as required.
- Supply, delivery & offloading of the generators to a location to be confirmed within the administrative boundaries of each of the 31 Local Authorities.
- Commissioning of all of the generators prior to delivery to each of the local authorities.
- Provision for training of the clients end users in the operation of the generators.
- All quality documentation associated with the generators and ancillary equipment.
- A 3 year comprehensive maintenance contract from date of delivery of the generators.
- Full Warranty as outlined in the technical specification.
- Full O&M handover upon supply of the equipment.
- Ability to provide full service back up in the event of unplanned maintenance and/or break downs within a specific time period.

The Supplier will include for everything necessary for the completion of the Supply Contract to the satisfaction of the Employer, whether specifically mentioned in the tender requirements or not and no claims for compensation will be entertained by the Employer for any additional

equipment or works of any kind which are necessary to satisfy the functional requirements of the tender requirements.

The manufacturer of the generator skids shall have a minimum of ten years documented experience in the design and manufacture of similar gensets. Technical Marks will be awarded for the level of experience that exceeds this & this should be fully outlined in the return.

The Supplier should have capability within the country to carry out maintenance works and emergency call outs if required.

1.2 Anticipated Usage and Maintenance Requirements

Tenderers are advised that the Gensets to be supplied under this Contract are intended for use primarily as standby power units for use in emergency situations. As such, the units are expected (but not guaranteed) to have low operational usage and may have durations at low operational load (may run for prolonged periods below recommended levels). Accordingly, the following will be addressed within the Tender Return & in the handover Operations and Maintenance Manuals;

1. Tenderers shall explicitly state how low-usage & low load operation is expected to impact the generator's:
 - Technical lifespan;
 - Warranty coverage;
 - Recommended maintenance regime; and
 - Fuel, oil, and consumables requirements
2. Tenderers shall identify any special maintenance measures required to mitigate potential issues associated with low-usage operation, including but not limited to:
 - Fuel system deterioration or contamination;
 - Battery charging and management;
 - Exercise testing requirements.
3. Tenderers shall provide clear recommendations regarding minimum exercise schedules and preventative maintenance regimes to ensure reliability of the units throughout their expected service life.

When deployed to sites, emergency generators may have extended run hours until mains power is restored in a particular area.

1.3 Project Programme

The Supplier will confirm the below durations are achievable with their tender:

Description	Duration
Design Submittal for Approval	4 Weeks from Receipt of Purchase Order
Manufacture, FAT, Commission & Delivery of All Units	Maximum 6 Months from Design Approval for all units. Note that improved lead times on part or full delivery will lead to higher marks awarded.
SAT Testing	Within 2 Weeks from Final Delivery of all skids. SAT Testing will take place over 1 day
Training	Within 2 Weeks from Final Delivery of all skids. (The 4 training days will take place in 4 regional centres at strategic locations to be advised)
O&M Handover	2 Weeks from Delivery of skids to Local Authorities.

1.4 Preliminaries

The Supplier shall complete all documentation for design, manufacture and handover, as well as facilitating FAT with client visit to factory, SAT Testing, and Training including all consumables and equipment to complete these tests.

2. STANDARDS & CODES

The design, construction and testing of the Emergency Gensets shall be in accordance with the most recent edition of the following standards and codes:-

- I.S. 10101:2020 National Rules for Electrical Installations (Ireland)
- Harmonised European Standards
- IEC Publications
- Machinery Directive 2006/42/EC
- EMC Directive 2014/30/EU
- Low Voltage Directive 2014/35/EU
- Outdoor Noise Directive 2000/14/EC
- Radio Equipment Directive 2014/53/EU
- Trailers Regulation (EU) 2018/858
- ISO 8528 Reciprocating internal combustion engine driven alternating current generating sets
- ISO 3046 Reciprocating internal combustion engines — Performance
- EN/IEC 61439 Low-voltage Switchgear and Control Gear Assemblies
- EN/IEC 60204-1 Safety of machinery - Electrical equipment of machines
- EN/IEC 60034 Rotating electrical machines
- EN/IEC 60085 Electrical Insulation - Thermal evaluation and designation
- EN/IEC 60309-1/-2 Industrial plugs, socket-outlets & couplers
- BS EN
- ISO 3744 / ISO 3746 Sound power/pressure test methods
- BS 5000 Vibration resistance of generators, together with their exciters, to be driven by reciprocating internal combustion (RIC) engines

Where the equipment deviates from any standard above, the Supplier shall list and justify all departures as non-compliance may invalidate the tender. Compliance is otherwise deemed confirmed in the tender return. This list is not exhaustive, and the Supplier must comply with all relevant Irish & EU regulations.

The Supplier shall furnish copies of internationally recognised test certificates covering the equipment, as specified herein as part of the handover package.

The generator shall comply with EU Directives and be CE marked and labelled. An EU declaration of conformity (DoC) shall be provided as part of the handover pack.

3. SITE CONDITIONS

Tenderers should note that the generators will be deployed by the local authorities as required from their storage locations to the required destinations for use. In certain circumstances, these locations will include coastal locations.

It is a requirement that the generators are suitable for external installations (weatherproof), for both storage and for short term usage in coastal areas.

The generator shall be designed to operate in the following environmental conditions:

- Altitude: Below 1000m
- Ambient Temperatures -20 °C to 40 °C maximum
- Relative Humidity: 0 – 100%

The Supplier shall advise its limitations and any special requirements for all of the above in its tender return.

4. GENERATOR SPECIFICATIONS

4.1 Output Ratings AC Gensets

The 100kVA three phase (3P) generator shall have the following minimum Standby Output Ratings:

- 100 kVA / 80 kW ESP output, at 0.8 power factor to ISO 3046 and ISO 8528 (Supplier shall propose closest kVA rating but not less than 100kVA)
- Nominal output voltage - 400/230V
- Phases - 3 phase (4 wire)
- Frequency - 50 Hertz

The 30kVA single phase (1P) generator shall have the following minimum Standby Output Ratings:

- 30 kVA / 24 kW ESP output, at 0.8 power factor to ISO 3046 and ISO 8528 (Supplier shall propose closest kVA rating but not less than 30kVA)
- Nominal output voltage - 230V
- Phases - 1 phase
- Frequency - 50 Hertz

4.2 General

The engine and alternator shall form an integrated skid set mounted on a fabricated steel channel baseframe with a protective canopy. The baseframe shall be rigid and suitable for moving with a forklift. The engine–alternator connection shall be close coupled using a torsionally resilient coupling. There shall be no assembling or disassembling of the skid components required during transportation from storage to the point of use (except for any aerials for SMS messaging if required).

The entire skid shall be capable of mounting on a dedicated trailer (as detailed in section 4.13), suitable for transportation on Irish roads.

The generator set shall be installed on anti-vibration mountings to suit the assembly to avoid transfer of any vibration internal on the skid to ancillary equipment or external from the skid.

All moving or hot parts shall be guarded for operator safety. Guards shall be readily removable to allow inspection and maintenance. Signage should be included as required.

The emergency loads will generally comprise lighting, general services within a building, and motive power. The Supplier shall clarify if the generator is unsuitable for any particular uses. It is not expected to drive large HVAC loads.

The generator shall reach rated voltage and frequency within 20s of the start signal and be ready to accept load within 30s.

The generator and ancillary equipment shall be located within an acoustic weatherproof canopy to meet the requirements in section 4.10. This enclosure shall be protected by a corrosion protection coating with a minimum of a C3 corrosion classification to ISO 12944 or equal and equivalent material to a similar durability. Removable and hinged panels shall provide all the required access to ensure maintenance can be carried out. Higher corrosion classification will earn Technical Merit Marks.

An e-stop shall be located externally to the canopy & on the control panel to allow emergency stop of the generator as per section 4.11.

The 30kVA & 100kVA generator skids shall comprise of the following industrial socket outlets 'CEE form' type socket outlets to IEC 60309-1, 2&4 colour coded and keyed by voltage:

Single Phase (Blue, 230V,6h, 2P + E)	100 kVA	30 kVA
1 x 16A	Yes	Yes
1 x 32A	Yes ^{NOTE 1}	Yes
1 x 63A	-	Yes
1 x 125A	-	Yes
Power During Storage	Yes ^{NOTE 2}	Yes ^{NOTE 2}
Three Phase (Red, 400V,6h, 3P + N + E)		
1 x 32A	Yes	-
1 x 63A	Yes	-
1 x 125A	Yes	-

Notes:

1. It is an expectation that the 100kVA unit can run 32A single phase without any issue with the generator.
2. There is also a separate CEE form socket (or other approved connection type) for charging the batteries and operation of the coolant and anti-condensation heaters during storage. (Size to be determined by the vendor and separate sockets can be used if deemed necessary)

Each CEEform outlet shall have a dedicated circuit back to the generator distribution panel with a dedicated protection device (including RCD Type B). All cabling and installation as per IS 10101 & EN 61439. All CEEform sockets shall be IP67 rated with spring loaded caps. The socket kit shall be mounted in a water tight case within the skid arrangement.

Provision should also be made to hardwire directly to the skid control panel via a cable with lugged ends or similar arrangement with MCCB protection on the generator side.

The structure shall be weatherproofed and should not allow rain to pool on the canopy. It should also prevent rain ingress that could cause damage to the generator or ancillary equipment.

Lifting eyes shall be provided on the skid (single lift point preferred) as per the Machinery Directive to aid in lifting / hoisting, transportation and subsequent transfer between sites. Certified Forklift pockets shall be provided on the base of the skid to enable easy lifting of the skid.

Documented evidence should be provided as part of the O&M for how these will be utilised for lifting in the form of a lifting diagram.

The entire skid including all equipment and pipework shall be fully equipotential bonded with main earthing stud.

The generator may operate in island mode, isolated from the grid. Hence provision for a neutral-earth (N-E) link within the skid shall be allowed for in this mode.

There is no requirement for a specific RAL colour of the canopy and all generators supplied shall be kept the same RAL colour. However the colour should be a standard, neutral RAL shade, to be agreed with the Employer prior to manufacture.

4.3 Diesel Engine & Governor

A four-stroke, multi cylinder diesel compression-ignition, water based coolant, engine rated in accordance with ISO 3046 shall form the basis of the skid. The complete generating set shall comply with ISO 8528 (Parts 1 and 5 as applicable).

The engine shall be turbocharged equipped with an air intake filter with service indicator. An exhaust silencer shall also be fitted. It should deliver the specified output at 1500 rpm.

The fuel direct injection system shall have individual or centralised fuel pump(s) for the cylinders driven by the engine power. Electronic injection shall achieve higher technical marks.

The cylinder frame shall be cast iron and of mono block construction with easy access for inspection and maintenance.

The crankshaft shall be a one piece forging of high quality alloy steel.

A spillage containment tray for oil shall be provided at the base of the generator.

The engine shall be fitted with an electronic governor, Class A1 in accordance with ISO 3046-4 & over-speed protection shall comply with ISO 3046-6. It should maintain steady state regulation within 1% of rated speed at any load from zero to full rated load.

The starting motor shall be supplied from heavy-duty 12/24 Volt lead-acid batteries. The battery set shall have sufficient capacity for at least five successive starts of the genset, without re-charging. All d.c. auxiliary motors shall be supplied from the same set of batteries.

The engine driven, self-regulating dynamo/alternator shall charge the batteries when the engine is running. The batteries shall be capable of being charged whilst in storage, from a 230V a.c., 50 Hz, single-phase CEE form socket (or other suitable proposed method). This socket shall also power the anti-condensation & coolant heater if feasible from the same supply. Otherwise, a separate socket shall be provided.

The system shall be provided with battery charger failure and low d.c. voltage alarms.

4.4 Emissions Compliance

This generator set is considered to be a fixed stationary unit that is utilised for emergency purposes only and will only operate during periods of mains power outage. This may entail generators running up to and above 500 hours/annum depending on the severity & length of the outage. It will be transported from storage locations to the identified points of use as required. The Medium Combustion Plant (MCP) does not apply here as it is <1 MW. However superior emissions performance will be scored higher in the technical review.

4.5 Fuel System

The engine shall run on diesel oil with a specific gravity of 0.85 conforming to EN 590 (ULSD). Where diesel oil is described as BS 2869 Class A2, it shall also meet EN 590 quality. Technical marks will be awarded if the generator can be run on HVO fuel to BS EN 15940.

Fuel shall be supplied from an integral fuel-oil storage tank located underneath the generator with a minimum fuel capacity to allow for a minimum of 7 hours run time at full load. Longer storage times will achieve higher technical marks. The tank shall have a visual fuel level indicator.

Fuel consumption at various load conditions (50%,75%,100%) shall be specified by the Supplier and efficiency will score higher technical marks.

The fuel tank shall be a bunded (double-skinned) unit with leak-detection, which shall be wired to visual and audible alarms in the generator control panel. The tank shall also be provided with a level sensor to relay fuel level back to the controller.

The fuel tank shall be provided with a vent. All pipework & fittings from the tank to the engine should be completed by the Supplier. Valves should be provided to allow for isolation of the tank from the engine. Drain valves shall be allowed for to drain down the system and tank entirely.

4.6 Cooling System

A cooling system (water with suitable antifreeze) shall be employed that utilises radiator (air) cooling with an integral fan unit to dissipate the thermal energy at the maximum design ambient temperature. An integral engine powered cooling pump shall circulate the cooling water within the engine.

A sensor shall be fitted in the cooling water system to advise of low coolant or leakage from the system to prevent damage to the generator in the event of a leak. A temperature sensor shall monitor high coolant temperatures.

A visual temperature and pressure gauge should be fitted on the system.

The system shall be provided with coolant fill & drain points. Expansion vessels shall be fitted as deemed necessary by the Supplier to protect the system.

A coolant (water jacket) heater shall be allowed for on the coolant system. In storage this shall have the ability to be powered from a 230V single phase CEE form socket (or other suitable) on the skid and from the same supply as the anti-condensation heater and battery charger if feasible. Otherwise, it shall have its own dedicated socket that can be plugged in during storage.

4.7 Exhaust System

The generator shall be supplied with an integral exhaust system complete with all pipework, fittings, flexible connections, silencer to achieve required noise reduction (see section 4.11 also) and flue that terminates above the canopy of the skid. It should be suitably rated for the maximum temperature's that will be produced by the unit. The exhaust-silencers shall be mounted internally.

The hot surfaces of the exhaust pipework shall be fitted with non-combustible insulated material to render it fully rust and corrosion proof and for touch protection. The exhaust system shall be treated to render it rust and corrosion proof.

The exhaust pipework shall be arranged such that condensation or rainwater cannot run back into the engine. A drain cock shall be fitted at the lowest point of the system for periodic drain down.

4.8 Lubrication & Filters

Circulation of lubrication oil shall be by an engine driven pump. A lubrication visual pressure gauge shall be fitted on the system and should also have a sensor for low oil pressure protection back to the control panel.

Suitable replaceable filters shall be provided for the air intake, the lubricating oil, and the fuel oil systems.

4.9 Alternator & AVR

The alternator shall comply with EN 60034, ISO 8528-3 and EN/IEC 60034-1. The alternator shall be IP23, brushless, self excited, salient pole with a rotating three-phase full wave diode rectifier. The alternator shall be capable of establishing full load at full stable voltage within the time period as defined above from the initiation of the starting sequence. No PMG/independent excitation is required here.

The alternator winding insulation shall be Class H in accordance with EN 60085. The Supplier shall allow for sealed bearings suitable for heavy duty and the operating temperatures.

The alternator and engine installation shall be fully suppressed against interference with radio transmission and reception as per EN61000-6.

The alternator shall be equipped with a digital AVR. Voltage performance shall comply with ISO 8528-5, Class G3 (test report to be included in the O&M).

With the generator operating at rated frequency and speed, the terminal voltage shall be maintained within a maximum steady state regulation of $\pm 2.0\%$ from no-load to full-load over 0.8–1.0 pf and for ambient temperatures. Technical marks will be awarded if the voltage steady state regulation is improved on the above value.

The Supplier shall provide an anti-condensation thermostatic heater to allow for protection during long term storage with connection available to an external 230V power supply via a CEE form socket (or other suitable) on the skid. This socket shall also power the battery recharger & coolant heater if feasible from the same supply. Otherwise a separate socket shall be provided.

4.10 Generator Control & Alarm Panel

A control panel, with minimum enclosure protection IP54, shall be provided in a sheet-steel cubicle type with hinged, key-lockable doors mounted within the skid enclosure.

The panel should include a suitable rated MCCB (4 Pole for the 100kVA) for generator protection and shall be mounted in the control panel that is lockable with adjustable current settings.

The control panel shall include all the necessary control equipment including a genset controller with PLC logic for manual/automatic start-up, shutdown and alarms with a red latching e-stop on the panel to stop the generator in an emergency situation and one external to the enclosure on the skid, both hard-wired to the safety circuit.

All cable entry points shall be glanded through the bottom of the panel to maintain IP rating of the panel. Provision should be left for hard wired connection directly to the generator with adequate space provision.

The control panel shall contain a backlit digital graphical HMI screen to allow control of the panel and to monitor the health of the system and all alarms. This shall also allow the user to carry diagnostics checks on the panel. Navigation shall be via buttons on the digital display.

The overall enclosure shall have a polycarbonate viewing screen, so it is possible to review the control panel without opening any access doors and is illuminated. The HMI on the control panel should be capable of being password protected.

The generator shall be suitable for operation in the following modes:-

- Manual engine start
- Manual shut-down
- Mains Failure Test Facility (in the event the unit is connected to an auto changeover)

The generator shall automatically shut down for the following minimum fault conditions:-

- Engine over-speed
- Low lubrication oil pressure
- Cranking limiter (site adjustable)
- High Water Temperature
- Low coolant level
- Any other condition the Supplier deems necessary shall be specified in the tender

The control panel shall include the following:-

- All circuit breakers as required - suitable for time delay and instantaneous operation on over-current or short circuit fault conditions. They should also suit earth fault protection or earth fault trip and alarm purposes
- All transformers as required
- Off/auto/manual/test pushbutton
- Stop/start pushbuttons
- Hours run counter
- Amps display
- Frequency display
- Power factor display
- Voltage display

The following minimum readings alarms shall be available on the digital screen with visual and audible alarms:

- Over-crank
- Engine over-load i.e. alarm switch on breaker or similar
- Low lubrication oil pressure
- Low coolant level alarm
- High coolant temperature
- Fuel Oil Level with alarm for low
- Fuel bund lead detection
- Battery charger failure
- Low battery indication

The Supplier shall identify all different feedback, control functions and alarms available and will receive higher technical scoring based on this.

Technical Marks will be awarded if an audible alarm-muting switch is provided for muting each fault channel and arranged to mute the alarm for the particular fault causing the alarm but leaving the audible alarm ready to receive further fault signals.

The control panel shall be isolated from any vibration with the generator skid. It should be free from condensation and suitable illuminated for reading in a dark environment.

The generator controller shall be able to accept a remote start from an auto changover switch and declare generator available when V/Hz are within limits. No mains-generator paralleling is required.

The control panel shall be capable of sending SMS text alerts to mobile phones for critical generator alarms. No SCADA/BMS integration or inbound remote access required.

The SMS text alert facility shall be provided via an integral 4G/LTE router with SMS alarm capability with SIM cards to be provided by the Client. Antennas can be fitted as required on the external canopy but should be protected during shipping. These can be protected or removable for transportation by the Local Authorities. Alternative equal or improved methods of relaying alarms to an operator's phone will be considered and should be detailed in the tender return. However these should entail a notification on the operators phone to advise.

Prior to commissioning, the Supplier shall provide the Client with a schedule summarizing the notification parameters, thresholds, and conditions under which such messages will be generated. The Supplier shall review these parameters with the Client and amend them as agreed, so that the timing and content of messages are practical and allow the Client adequate opportunity to respond (for example, fuel level alerts shall be set to provide sufficient advance warning to allow refuelling without risk of generator shutdown).

4.11 Acoustic Requirements

The generator shall be supplied complete with the following sound attenuation criteria:-

- Shall comply with Directive 2000/14/EC complete with noise label stating the Guaranteed sound power level L_{WA}
- Sound insulated canopy on the genset to achieve SPL of 75dB (A) at 7m to ISO 3744/3766/8528-10. Additional noise reduction will be scored accordingly.
- Residential exhaust silencer located within the canopy to meet the above criteria with back pressure to meet the engine specification. Rain cap to be installed on silencer.
- Sound attenuators on the inlet and outlet cooling air connections with weatherproof louvres and insect screens. All the sound attenuation material shall be non-combustible.

4.12 Identification & Rating Labels

CE compliance labelling in accordance with EU Directives.

Rating plates to the relevant standards shall be provided.

A stainless steel nameplate shall be provided on the generator with the following information:-

- Manufacturer
- Serial Number
- Model/Type
- Noise Ratings
- Class of Insulation
- Ambient Temperature Rating (°C)
- Permissible Overspeed
- Weight (kg)
- Rating kVA
- Frequency (Hz)
- Rated Voltage
- Rated Current
- Power Factor
- Number of Phases
- Speed (rpm)
- Primary Winding Connection
- Engine Rated Output (kW)

All labels shall be in the English language. All equipment mounted inside the panels shall be clearly identified.

Inside the control panel, all wiring shall be clearly labelled and should correspond to the wiring schematics. A laminated copy of the wiring schematics should be fitted inside each control panel.

All E-Stops shall be suitably labelled.

4.13 Trailer

The Supplier shall provide a 4 wheel Irish road-legal generator trailer, priced as a separate item, suitable for transporting the supplied generator on Irish public roads. This should be capable of speeds of at least 80 km/hr. It is only required to carry one generator on this trailer but it should be capable of carrying either the 30kVA or 100kVA generator on it.

It shall be an EU road-vehicle approval (EU type approval/IVA) with VIN plate and manufacturer's plate.

It shall come fitted with brakes, lighting, indicators, reflectors, 12V lighting socket, LED lamps and registration number plate holder and lighting – all to current EU/IE road requirements.

The chassis shall be hot dipped galvanised with mudguards, front jockey wheel and four stabiliser legs (jacks) when parked.

The total weight of the trailer and the generator skid combined shall be less than 3.5 tonnes (Regulation (EU) 2018/858 Classification O2) suitable for towing by a 4 x4 tow vehicle.

The generator shall be capable of being securely bolted to the trailer for transportation and designed for transportation loadings. The generators should be capable of being operated directly from the trailers when in situ.

The trailer shall be designed so the forklift pockets on the generator skid are accessible for loading / offloading the generator to / from the trailer

The Supplier shall supply GA drawings prior to fabrication for sign off in advance of manufacture. These drawings shall also state the turning radius required.

A CoC (certificate of conformity) shall be supplied along with axle & type ratings, unladen mass and maximum authorised mass (MAM). The MAM shall include the trailer and generator skid (fully fuelled) with a design margin.

5. TESTING & COMMISSIONING

5.1 FAT Testing

Prior to shipping, the complete generator skid shall be assembled and fully tested, including all ancillary systems. Tests shall be carried out in accordance with the appropriate standards. The Supplier shall submit a proposed comprehensive FAT test schedule in advance for review by the client.

Testing may be subject to witnessing by the Employer in the factory for a period of 1 day. If the Client avails of this, it will entail full operation of a sample skid unit over a day including running at full load, 75% load and 50% load. The generator parameters will be monitored including kW load, engine temperature, load current, line voltage, frequency & noise levels. The Supplier shall submit a proposed comprehensive test schedule in advance for approval if the client decides to avail of this option.

Following completion of the FAT on all the skids, the Supplier shall provide the Employer with a full set of test records and results, including measured values, calibration certificates of test instruments, and confirmation of compliance with specified standards and agreed parameters. These test results shall be submitted in electronic format within 15 working days of the completion of all the FAT testing and shall form part of the final handover documentation.

5.2 Commissioning

Upon or prior to delivery of the units to their final destination in Ireland, all units shall be fully commissioned and ready to use by the local authorities. All commissioning certificates shall be provided as part of the handover O&M.

5.3 SAT Testing

The client may wish to witness SAT testing of one unit at one of the specified delivery locations.

This will entail full operation of a sample unit over a day including running at full load, 75% load and 50% load connection to a load bank supplied by the Supplier. The generator parameters will be monitored including kW load, engine temperature, load current, line voltage, frequency and noise. The vendor will be required to provide the fuel and a load bank to complete the SAT testing. Any other consumables required to complete the SAT will be provided by the vendor.

The Supplier shall further demonstrate the operation of the SMS fault and status notification system to the Client. This demonstration shall confirm that alerts are generated in accordance with the agreed parameters, transmitted reliably to the designated recipients, and contain clear and actionable information. Any adjustments to thresholds, recipient lists, or message content identified during testing shall be implemented by the Supplier prior to handover.

The Supplier shall submit a proposed comprehensive test schedule in advance for approval. The Supplier shall carry out tests to prove the correct operation of all the normal and failure modes of operation of the generator.

Following completion of the SAT, the Supplier shall provide the Employer with a full set of test records and results, including measured values, calibration certificates of test instruments, and confirmation of compliance with specified standards and agreed parameters. These test results shall be submitted in electronic format within 2 weeks of the SAT and shall form part of the final handover documentation.

6. TRAINING

The Supplier shall include for 4 separate days of training in 4 different regional locations in Ireland for the Employer's personnel upon delivery of the units. This shall be demonstrated using a load bank and all consumables to be provided by the Supplier. The Supplier shall also demonstrate the operation of the SMS fault and status notification system.

The Supplier shall provide comprehensive training in the operation, maintenance, and safety requirements of the Generators.

Training shall be delivered at a minimum of four (4) regional centres across Ireland, to ensure equitable access for all Local Authorities. The locations of the regional centres shall be agreed with the Contracting Authority within 30 days of contract award.

Each training session shall cover, at a minimum:

- Safe operation and emergency procedures;
- Routine maintenance and servicing requirements;
- Use of monitoring and control systems;
- Fault diagnosis and escalation procedures;
- Environmental, health, and safety considerations.

The Supplier shall provide training materials, manuals, and digital resources for all participants.

The Supplier shall issue a certificate of attendance for each participant and provide the Contracting Authority with a record of all staff trained under this programme.

7. MAINTENANCE & SPARES

As part of the proposal, the tenderer shall include for a comprehensive maintenance contract for a period of 3 years after the delivery of the units within Ireland to the local authorities. The tenderer shall have local experienced field engineers based in Ireland to carry out the maintenance. The maintenance cost shall include for all labour and consumables used in that period of time also.

It is a requirement that the generators are able to operate at low loads below recommended and it is acknowledged that 'wet stacking' may occur due to this operation. As part of this maintenance regime, the Supplier shall allow for running generator at 100% on an annual basis against a loadbank supplied by the Supplier and other mitigation measures necessary. The Supplier will achieve higher technical marks based on the load % the generator can operate at without remedial interventions required.

The load back would also be required as the generator may sit in storage over the course of a year with out operation.

The local maintenance representative shall also be able to attend any breakdown within 12 hours of a call out, 365 days a year. There shall be no charge for labour and materials if the failure is within the warranty period. Reduced call out times will be reflected in Award Criteria.

Spares for all items on the generator skid shall be readily available to the maintenance team within this period also.

The Supplier shall maintain availability of spare parts and consumables for the equipment supplied under this Contract for a minimum period of ten (10) years after the date on which production of the relevant model or component is discontinued capped at 20 years from date of order. The Supplier shall notify the Client in writing at least twelve (12) months in advance of any planned discontinuation of production and shall offer the Client the opportunity to place a final purchase order for spares prior to such discontinuation. Equivalent or upgraded replacement parts of equal or better quality and function shall be provided where original parts are no longer manufactured.

Any specialist tools required to carry out the maintenance or repairs shall be held in country.

On-Island Servicing and Emergency Response Resources:

1. The Supplier acknowledges that the Generators supplied under this Contract are intended for use in extreme emergency situations, including circumstances where airports, ports, or other transport links to the island of Ireland may be disrupted.
2. The Supplier shall therefore ensure that sufficient servicing and emergency response resources are available on the island of Ireland to guarantee compliance with the response times and maintenance obligations set out in this Contract.
3. The Supplier may satisfy this obligation through:
 - Establishment of its own service facilities and resources on the island of Ireland; or
 - Formal arrangements with authorised service partners or agents located on the island of Ireland.
4. Evidence of such resources and arrangements shall be provided as part of the tender submission and maintained for the duration of the Contract.

8. SHIPPING

Equipment shall be properly packed and weather-protected to avoid damage or breakage during transport, rough handling, storage etc.

Any items packed individually and shipped separately should be assembled by the Supplier prior to handover to the client. Any damage occurring prior to handover shall be the responsibility of the Supplier to repair.

In line with green procurement principles, packaging shall be minimized, recyclable wherever possible, and free of hazardous or non-recyclable materials. The Supplier shall clearly identify any packaging that requires special handling. The Supplier shall remain responsible for the collection and environmentally compliant disposal or recycling of all packaging materials, unless otherwise agreed in writing with the Client. Evidence of proper disposal or recycling shall be provided to the Client upon request. Note that this is marked separately in Award Criteria.

9. O&M HANDOVER

The Supplier shall provide a complete set of handover documentation in one hard copy and one downloadable soft copy (searchable PDF format) for each of the 31 local authorities:

- As Built Drawings
- Electrical Schematics
- Parts Lists

- Details of all individual components
- Factory & Site acceptance test certificates
- Commissioning test certificates
- Installation Manual
- Maintenance Manual
- Operation Manual (including 1-page high level operations sheet to be affixed to the generator for operator ease of use)
- All technical submittals for material used
- Declaration of Conformity
- All Electrical Testing & Certification for the modified system

The full O&M handover package shall be delivered to the client within 2 weeks of the delivery of the units.

10. SUBMITTAL

The Supplier shall include for a full design submittal upon contract award and prior to manufacture of the units. This will include:

- Full detailed design drawings including general arrangements of the generator highlighting main components and dimensions
- Wiring diagram of the generator control panel and interconnections to the rest of the skid
- Full technical description of all the components on the skid
- Installation manual
- Trailer Design Drawings with details of all components

During the course of the contract and upon completion the Supplier shall furnish the below:

- Factory Acceptance Test Certificates
- Commissioning Test Certificates
- Site Acceptance Test Certificates
- O&M Manual containing all 'As Built Data' as outlined in section 9.

11. WARRANTY

Following successful performance testing, the system shall be handed over to the client and there shall be a 24 month minimum warranty as provided by the Supplier upon delivery of the units to the local authorities (see Award Criteria on Warranty duration). It shall be a requirement that, in the event of any parts failing during the specified period, the Supplier shall be required to provide replacement parts and fit them on a free of charge basis. This includes any parts that are found to be defective or non-compliant with the specification by the Client, unless caused by external factors not related to the operation of the generator.

12. POST CONTRACT ENGAGEMENT WITH LOCAL AUTHORITIES

The Contracting Authority is acting as lead authority for this procurement on behalf of all 31 Local Authorities in Ireland.

The Supplier acknowledges and agrees that, notwithstanding the Contract being executed with the Contracting Authority, the Supplier shall be required to engage directly with each Local Authority in respect of:

- Warranty management (including repair/replacement of defective parts at the Supplier's cost);
- Repairs and emergency response (including call-out services and defined maximum response times);
- Preventive and corrective maintenance scheduling, in line with the recommended service intervals;
- Supply of spare parts and consumables, ensuring the availability of genuine OEM parts within reasonable lead times;

- Service records and reporting, maintaining a log of all interventions and providing quarterly reports to the lead Contracting Authority;
- Ongoing training and technical support, including refresher sessions as required;
- Software and firmware updates to monitoring/control systems; and

For the purposes of these obligations, each Local Authority shall be treated as if it were the Contracting Authority, and the Supplier shall respond to requests with the same level of service, timeliness, and accountability.

The Supplier shall provide each Local Authority with clear points of contact for service requests, warranty claims, and spare parts ordering.

The Supplier shall maintain a log of all such engagements and provide consolidated summary reports to the Contracting Authority on a quarterly basis, or upon request.

Additional Orders (Framework Agreement)

13. Framework Agreement Option

13.1 Following the supply of the initial order under this Contract, the Contracting Authority shall have the option, but not the obligation, to purchase additional generators from the Supplier over the duration of the framework.

13.2 Any such additional orders shall be placed under the framework agreement established by this Contract.

13.2. Scope of Additional Supply

13.2.1 The additional orders may be for single generators or for small batches (e.g., 1 to 5 units per order).

13.2.2 The Contracting Authority recognises that the bespoke production run for the initial will not remain open for such small-scale orders. Accordingly, the Supplier may fulfil additional orders by supplying a generator from its standard product range, provided that such generator meets the requirements set out in “**Specification of Standard Product Range Generators**” clause below.

13.3 Specification of Standard Product Range Generators

13.3.1 Tenderers shall submit, as part of their Tender, details of a standard product range generator that is the closest available equivalent to the bespoke generator specified in this Tender.

13.3.2 Tenderers shall provide a clear statement of:

- (a) any differences or omissions in the standard product specification compared with the bespoke specification;
- (b) any functional, operational, or performance limitations arising from such differences; and
- (c) confirmation that the standard product remains suitable for the Contracting Authority's intended use.

13.3.3 The Supplier shall ensure that any offered standard product meets all applicable statutory, regulatory, and safety requirements in force at the time of supply.

13.3.4 The provision for additional orders applies to the 100KVA and 30KVA generators

13.3.5 Trailers will not be required as part of these additional orders.

13.4. Pricing of Additional Orders

13.4.1 Tenderers shall provide, as part of their Tender submission, a fixed unit price for 5 individual orders of one (1) additional standard product generator during the Framework Period and a fixed unit price for 1 individual order of five (5) additional standard product generators during the Framework Period. The rates provided for these standard products will be taken into consideration whilst calculating the Notional Tender Price which will be used for the Award Criteria Assessment.

13.4.3 Prices for additional generators shall be held firm for the duration of the Framework Period, subject only to the adjustment mechanisms (if any) permitted under the main Contract.

13.5. Ordering Procedure

13.5.1 Additional generators shall be ordered by the Contracting Authority via written call-off orders under the framework agreement.

13.5.2 The Supplier shall confirm acceptance of each call-off order within [10] working days and provide an indicative delivery programme.

13.5.3 Delivery terms, warranty obligations, and after-sales service provisions for additional generators shall be equivalent to those applying to the original Contract supply, unless otherwise agreed in writing.

13.6. No Guarantee of Quantity

13.6.1 The Contracting Authority makes no commitment to purchase any minimum number of additional generators during the Framework Period.

APPENDIX A: TECHNICAL CHECKLIST

TO BE COMPLETED BY SUPPLIER IN TENDER RETURN

APPENDIX B: NOMENCLATURE

A	Ampere
AC	Alternating Current
AVR	Automatic Voltage Regulator
BS	British Standard
CE (Mark)	Conformité Européenne (mark for EU product conformity)
CoC	Certificate of Conformity
DC	Direct Current
DoC	EU Declaration of Conformity
dB(A)	Sound Weighted Pressure Level
ELV	Extra-Low Voltage
EMC	Electromagnetic Compatibility
EN / IEC	European/International Electrotechnical standards
FAT	Factory Acceptance Testing
GA	General Arrangement (Drawing)
Genset	Generating Set (Skid Mounted)
HMI	Human Machine Interface (controller display)
HVO	Hydrotreated Vegetable Oil
Hz	Hertz
IEC	International Electrotechnical Commission
IP	Ingress Protection Rating
ISO	International Organization for Standardization
MCP	Medium Combustion Plant
kVA	kiloVolt Amperes (apparent power)
kW	kiloWatts (active power)
L WA	Guaranteed Sound Power Level
MAM	Maximum Authorised Mass
O&M	Operations & Maintenance
P	Phase
RCBO	Residual-Current Breaker with Overcurrent protection
RIC	Reciprocating Internal Combustion
SAT	Site Acceptance Testing
SMS	Short Message Service (Mobile Phone)
SPL	Sound Pressure Level
ULSD	Ultra-Low Sulfur Diesel
V	Voltage
VIN	Vehicle Identification Number

Single party framework agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland.

Appendix 9: TENDERERS STATEMENT

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

TENDERERS' STATEMENT

TO: Carlow County Council (the "Contracting Authority")

RE: Request for Tenders for the Supply of Single Party Framework Agreement for the Supply, Delivery, Commission and Maintenance of Emergency Generators to Local Authorities across the Republic of Ireland

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Goods Contract **and the Framework Agreement** we hereby 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 8 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Goods Contract, the **Framework Agreement** and the Confidentiality Agreement and agree, if awarded a Goods Contract, to execute the Goods Contract at Appendix 4 to the RFT and the Confidentiality Agreement.
3. We accept all the Selection and Award Criteria as set out in Part 7 and 8 of the RFT.
4. We agree to supply the Contracting Authority with the Goods in accordance with the RFT 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 in this RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Deadline,
8. We shall, if awarded any Goods Contract under the RFT, have in place on the Effective Date of the Goods Contract all insurances (if any) as required of the RFT.
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.

**Single party framework agreement for the Supply, Delivery,
Commission and Maintenance of Emergency Generators to
Local Authorities across the Republic of Ireland.**

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date