



INVITATION TO TENDER DOCUMENT

OPEN PROCEDURE

SINGLE PARTY FRAMEWORK AGREEMENT

FOR

**STATUTORY AUDIT AND TAXATION SERVICES TO THE IRISH NATIONAL STUD DAC AND
SUBSIDIARY INS COMMERCIAL ENTERPRISES DAC.**

(MAXIMUM POTENTIAL DURATION: 4 YEARS)

DEADLINE DATE FOR RECEIPT OF TENDERS: 29th APRIL 2026 @ 12.00 PM (LOCAL TIME).

Please note that all information relating to this competition, including clarifications and addenda, 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. The Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

DISCLAIMERS

All information contained in this Invitation to Tender document is provided in the strictest confidence and has been made available solely for the purpose of facilitating the production and submission of tenders. No party may disclose the contents of this document without the express permission of **The Irish National Stud DAC & INS Commercial Enterprises DAC** (hereinafter 'the Contracting Authority').

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

The Contracting Authority reserves the right to discontinue the procurement process at any time.

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

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

CHECKLIST FOR TENDER SUBMISSIONS

In order to allow the Contracting Authority to fully evaluate completed tender submissions, tenderers are advised to ensure that their responses include all of the following information:

1.	The completed and signed Form of Tender (Appendix 1)	
2.	The completed and signed Form of Self Declaration (if applicable) (Appendix 2)	
3.	The completed and signed Declaration of Bona Fides (Appendix 3)	
4.	The completed and signed Declaration of Statutory Obligations (Appendix 4)	
5.	Any other information required by this Invitation to Tender document	

This checklist has been provided for guidance purposes only and the Contracting Authority accepts no responsibility for omissions of any description. Tenderers are advised to read this Invitation to Tender document and its appendices in full in order to provide a comprehensive and compliant response.

TABLE OF CONTENTS

DISCLAIMERS.....	2
CHECKLIST FOR TENDER SUBMISSIONS	3
TABLE OF CONTENTS.....	4
1. INTRODUCTION.....	5
2. SCOPE OF THE CONTRACT.....	7
3. INSTRUCTIONS TO TENDERERS.....	9
4. EVALUATION OF TENDERS.....	15
APPENDIX 1 – FORM OF TENDER.....	24
APPENDIX 2 – FORM OF SELF-DECLARATION.....	27
APPENDIX 3 - DECLARATION OF BONA FIDES	29
APPENDIX 4 - DECLARATION OF STATUTORY OBLIGATIONS	30
APPENDIX 5 - DRAFT SINGLE PARTY FRAMEWORK T'S & C'S.....	31

1. Introduction

1.1 About the Contracting Authority

The Irish National Stud DAC (INS) formally established under the National Stud Act 1945 (amended), is located in Tully, Kildare, Co. Kildare is the home of the Irish Thoroughbred. It is an 863-acre stud farm consisting of a purpose-built equine maternity unit, breeding centre, quarantine centre and has a number of stallions standing at stud. The Irish National Stud DAC includes a subsidiary INS Commercial Enterprises DAC which is responsible for all tourism related activities including guided tours.

The Irish National Stud also encompasses the tourist attractions; The Irish Racehorse Experience; The Japanese Gardens, St. Fiachra's Gardens, and The Visitors Centre.

Over 140,000 visitors, both domestic and international, visit The Irish National Stud & Gardens each year.

For further information about The Irish National Stud DAC log on to www.irishnationalstud.ie.

1.2 The Open Procedure

The Contracting Authority is employing the open procedure to award this framework agreement. In accordance with the provisions governing the conduct of the open procedure, any interested service provider may tender for appointment as the successful framework member.

In the first instance, tenders received will be assessed against the eligibility criteria and rules contained in Section 4 of this document. Tenderers that self-declare they meet the requirements of the eligibility criteria using the Self-Declaration form in Appendix 2, will then be evaluated against the award criteria and weightings contained in Section 4 of this document in order to identify the most economically advantageous tender.

1.3 About the Single-Party Framework Agreement

(a) General

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, 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 services from a particular service provider. Indeed, 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 services in order to leverage efficiencies and maximise cost savings over the period of the agreement.

(b) Duration of the Framework Agreement

This framework agreement will have a maximum potential duration of four (4) years. In the first instance, it is anticipated that a contract of one (1) year duration with an option to extend on an annual basis up to a maximum of four (4) years will be entered into with the successful tenderer emerging from this competitive process. Following the expiry of the initial one (1) year contract, matters such as the successful tenderer's performance and the continued strategic appropriateness of the framework agreement will be assessed by the Contracting Authority in determining whether or not subsequent contracts will be placed over the lifetime of the agreement. It is envisioned that any and all extensions awarded will be for a period of at least one year;

however, the precise duration of any extension will depend upon the nature of the Contracting Authority's requirements at that point in time.

The maximum potential duration of the single party framework is four (4) years. However, each contract may be terminated at any point in time in accordance with INS's terms and conditions of the single party framework, a draft version of which is contained at Appendix 5 of this Invitation to Tender document.

(c) Award to Runner-up

In the event that, following the award of this single-party framework agreement, the successful framework member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the agreement 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.

(d) 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 framework agreement terms and conditions, a draft version of which is contained in Appendix 5 of this document.

1.4 Maximum Expenditure

The maximum expenditure of these framework agreements will not exceed €220,000 over the lifetime of the framework. Please note, the contracting authority provides no guarantee to the level of expenditure under these framework agreements.

2. Scope of the Contract

2.1 General

The Irish National Stud DAC wish to appoint a suitably qualified and experienced auditor to conduct the annual statutory audit of the consolidated financial statements and the financial statements of its subsidiary company INS Commercial Enterprises. They will also prepare and file the corporation tax return and confirm compliance with statutory and accounting regulations.

2.2 Specific Requirements

The successful service provider will be required to perform a range of duties which will encompass the following:

- Planning and performing the annual statutory audit of both companies.
- Provide an Audit Opinion in line with the responsibilities outlined in the International Standard on Auditing (ISA).
- Reporting to the Audit and Risk Committee on the proposed audit plan prior to commencement of the audit each year.
- Reporting to the Audit and Risk Committee and the Board of Directors on the audit of the annual consolidated financial statements of the company and the subsidiary financial statements within 3 months of the end of the financial year to which the audit relates.
- Review of the Chairpersons Statement and provide assurances on the adequacy of internal controls.
- Advise on any changes to relevant accounting standards which impact the accounts.
- To meet with the internal auditor, as per the requirements of the Code of Practice for the Governance of State Bodies.
- Attendance at the AGM of the Contracting Authority and reporting on the annual financial statements.
- Corporation taxation compliance services including the filing of tax returns.
- From time to time the company may need other technical accounting, taxation advice and corporate finance advice. (While the contracting authority may request such services from the successful tenderer, it should be noted that The INS reserves the right to use other companies for the provision of such services if they so wish.)

The financial year end is 31st December and the audit and related meetings will take place at the INS main office in Tully, Kildare. It should be noted that these meetings and the audit may take place through an online platform also.

2.3 Availability of Human Resources

Insofar as is practical, the successful service provider must ensure the availability of all nominated individuals listed approved in advance of service delivery by the Contracting Authority.

The successful service provider(s) shall nominate a dedicated Account Manager who will act as the main point of contact with INS.

2.4 Confidentiality

The successful service provider will be required to uphold the highest standards of confidentiality with regard to all information retained on behalf of the Contracting Authority. Unless an explicit indication is received to the contrary, the successful service provider will assume that all information of which it is made aware over the duration of this contract is strictly confidential.

2.5 Registrations

Tenderers will be required to show proof that they are in possession of a current, valid Practising Certificate of a prescribed accountancy body to carry out audit services in The Republic of Ireland. Furthermore, Tenderers will be required to ensure that all senior staff proposed as part of their tender submission will be in possession of a current, valid prescribed accountancy body registration.

2.6 Account Management

The successful framework operator shall nominate a dedicated Account Manager (Practice Senior) who will act as the main point of contact for Contracting Authority. It is a requirement of the proposed agreement that the Account Manager will have the necessary authority to take decisions and deal directly with all matters relating to this framework agreement. NOTE: The Contracting Authority will not entertain any costs or expenses in respect of time spent by the account manager on relationship management activities or mini-tendering.

3. Instructions to Tenderers

3.1 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.

3.2 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 e-Tenders query process as soon as possible.

3.3 Queries

All queries regarding this competition should be submitted via the eTenders messaging function. The closing date for receipt of such queries is **12:00hrs 21/04/2026**. 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 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.

3.4 Qualification of Tenders

Please note that qualifications to a tender submission, counter offers or variant offers will render the tender submission invalid.

3.5 Tender Submission

Submission deadlines are strict and the deadline date and time for receipt of tenders is **29/04/2026 12 noon** (local time). The completed tender submission, which is to include all information identified in the Checklist for Tender Submissions at the outset of this document, must be submitted as follows:

- Tender Submissions must 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 tenderers responsibility to ensure that the submitted before the submission deadline and that electronic documents are not corrupt.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 Tender Validity Period

To allow sufficient time for tender assessment, a tender validity period of 6 months is required, commencing on the deadline date for receipt of tender submissions.

3.12 Currency

Tender prices and any other financial information must be submitted in Euro (€) only. All invoices and payments will be in Euro (€) only.

3.13 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 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 any framework agreement 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.

3.14 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.

3.15 Tax Compliance

The award of any framework agreement resulting from this competitive process will be contingent upon the successful tenderer's tax compliance. The continued operation of any framework agreement entered into as a result of this competitive process will be contingent upon the successful tenderer maintaining full tax compliance for the entire duration of the framework agreement.

3.16 Insurances

The award of any 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 eligibility criteria associated with this competition. The continued operation of any framework agreement 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 agreement.

3.17 National Legislation

Tenderers are advised that national legislation applies in respect of matters such as employment, working hours, official secrets, data protection, environment 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.

3.18 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 any framework agreement to be awarded, the tender shall be rejected.

3.19 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.

3.20 Payment

The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2002. The method of payment used by the Contracting Authority is Electronic Funds Transfer.

3.21 Award to Runner-up

If, having entered into an 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 agreement 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 any agreement awarded as a result of this competition in accordance with agreed terms.

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 Data Protection

Tenderers are asked to note that any personal information gathered during this tender process from a tenderer's submission will be used solely for the purposes of this tender process. Any potential personal data will be kept for the purposes of maintaining compliance with legislation in relation to the retention of records and for no other reason. Tenderers are asked to note that any personal information will be kept in line with 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 Commissioner or other supervisory authority for data protection in Ireland (the "Data Protection Laws");

4. EVALUATION OF TENDERS

4.1 Eligibility Criteria and Associated Rules

The Contracting Authority is using the open procedure for the establishment of this framework agreement. In the first instance, tenderers are requested to review the selection criteria and confirm using the self-declaration sheet attached at Appendix 2 that they meet the minimum rules as set out below. These selection criteria will be assessed on a pass / fail basis. In the case of a grouping, this requirement will need to be completed by all group members.

The tenderer(s) with the lowest price tender and the most economically advantageous tender will be requested to submit evidence in order to be validated against the eligibility criteria and rules contained in this section of the document. (Evidence for selection criteria is requested from the lowest price tenderer to ensure the appropriate marking of the ultimate cost award criterion). Failure to achieve the required 'pass' mark on any of the 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 seven working days, their tender submission will be eliminated from further consideration.

For the avoidance of doubt, Tenderers must only submit details in section 4.1 for Criteria marked with "*". For all other criteria, Tenderers may just complete the self-declaration in Appendix 2. However, The Contracting Authority reserves the right to request evidence of these declarations at a later stage.

ELIGIBILITY CRITERIA		MARKING SCHEME
4.1 (a)	*Company Details	For information only
4.1 (b)	Insurances	Pass / Fail
4.1 (c)	Financial Capacity	Pass / Fail
4.1 (d)	Tax Clearance	Pass / Fail
4.1 (e)	*Declaration of Bona Fides	Pass / Fail
4.1 (f)	*Declaration re: Statutory Obligations	Pass / Fail
4.1 (g)	*Previous Experience	Pass / Fail
4.1 (h)	Quality Assurance	Pass / Fail
4.1 (i)	Environmental Management Policy	Pass / Fail

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

4.1(a) – CONTACT DETAILS	
Name of Organisation	
Company Registration Number	
Address of Organisation	
Contact Person	
Position of Contact Person	
Telephone Number	
E-mail Address	
Legal Status (if any)	Company [Ltd], Partnership, Sole Trader, etc.)

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.

- (b) 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.

4.1(b) – INSURANCES		
INSURANCE	LEVEL	APPENDIX AT WHICH EVIDENCE IS ATTACHED
Employer's Liability	€13m	<i>Insert</i>
Public Liability	€6.5m	<i>Insert</i>
Professional Indemnity	€2.6m	<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>

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.

- (c) Please provide appropriate evidence (e.g., auditor's statement or financial accounts) detailing your turnover for each of the three previous financial years (2022, 2023, 2024).

4.1(c) – FINANCIAL CAPACITY	
TYPE OF EVIDENCE PROVIDED	APPENDIX AT WHICH EVIDENCE IS ATTACHED
<i>Insert</i>	<i>Insert</i>

RULE: Tenderers must provide evidence that they attained a turnover of at least €200,000 in any one of the three previous financial years.

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

4.1(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>

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

- (e) Please complete and sign the Declaration of Bona Fides contained in Appendix 3 of this document.

RULE: Tenderers must complete and sign this Declaration. A non-compliant tenderer under any heading will be automatically eliminated from this process.

(f) **Declaration of Statutory Obligations.**

RULE: Candidates must complete, date and sign this declaration in Appendix 4 of this document.

- (g) **Please provide evidence of your previous experience in respect of Provision of Statutory Audit and Taxation Services in terms of scale, complexity and organisation type by completing the tables below. These tables may be expanded as necessary.**

4.1(f) – PREVIOUS EXPERIENCE – PROJECT ONE			
Title of project:			
Client name:			
Client contact details	Contact name:		
	Contact e-mail address:		
	Contact telephone number:		
Annual value:			
Start date:		End date:	
<i>1. Please outline the precise range of services delivered over the course of this contract.</i>			
<i>Insert text and expand this table as necessary.</i>			
<i>2. Please indicate how the contract is comparable with the subject matter of this tender competition in terms of scale, complexity and organisation.</i>			

Insert text and expand this table as necessary.

4.1(f) – PREVIOUS EXPERIENCE – PROJECT TWO			
Title of project:			
Client name:			
Client contact details	Contact name:		
	Contact e-mail address:		
	Contact telephone number:		
Annual value:			
Start date:		End date:	
1. Please outline the precise range of services delivered over the course of this contract.			
<i>Insert text and expand this table as necessary.</i>			
2. Please indicate how the contract is comparable with the subject matter of this tender competition in terms of scale, complexity and organisation.			

Insert text and expand this table as necessary.

- (h) **Tenderers must outline their organisations policy on quality and any certification attained.**

RULE: Tenderers must provide evidence that they are certified to or in the process of attaining ISO 9001 or equivalent level.

- (i) **Tenderers must outline their organisations environmental management policy on quality and any certification attained.**

RULE: Tenderers must provide evidence that they are certified or in the process of attaining ISO 14001, EMAS or equivalent level.

4.2 Award Criteria and Weightings

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 Contracting 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.

CRITERION		%	MAXIMUM SCORE ACHIEVABLE	MINIMUM SCORE REQUIRED
(a)	Ultimate Cost	40%	4,000	N/A
(b)	Proposed Methodology for Service Delivery, Reliability and Continuity of Supply	30%	3,000	1,500
(c)	Technical Merit of Individuals Proposed	15%	1,500	750
(d)	Contract Management Methodology	10%	1,000	500
(e)	Value-added mechanisms	5%	500	N/A
TOTALS		100%	10,000	

4.2 (a) Ultimate Cost (40%)

Tenderers are required to complete in full the Form of Tender contained in Appendix 1. The lowest notional ultimate cost tender that also meets all the specification requirements detailed in section 2 and confirmed in the form of tender, will attain the highest score available under this criterion. The scores of all other valid tenders will be calculated as follows:

Points awarded = (the maximum score achievable) multiplied by (the cost of the lowest-cost valid tender) divided by (the cost of the valid tender in question).

4.2 (b) Proposed Methodology for Service Delivery, Reliability and Continuity of Supply (30%)

Tenderers are to provide full details as to how the provision of Audit & Taxation Services will be delivered to the INS systematically and efficiently, in particular in relation to timescales and planning. Tenderers should ensure that their responses to this criterion address all elements of the specification of requirements contained in Section 2 of this document.

The Irish National Stud must be fully satisfied that tenderers' overall proposals can be fully relied upon. To this end, the evaluation team reserves the right to contact one or more previous clients of the tenderer on an independent basis to verify the successful delivery of previous projects. Additionally, the evaluation team may rely upon the Contracting Authority's own experience with the tenderer in question and, additionally, may take into account information otherwise objectively available. Tenderers are asked to detail their arrangements for providing contingency planning in the event of unavailability of regular personnel.

***Note: The page limit for this section is 4 A4 pages. In the event the response is over the 4-page limit, only the first 4 pages of the response will be assessed. (Graphs, drawings, photos may be submitted as appendices).**

4.2 (c) Technical Merit of the Individuals Proposed (15%)

Tenderers are required to detail the experience and qualifications of the individuals responsible for the delivery of the service. Tenderers are also required to demonstrate how these resources will be allocated and implemented to deliver the services required. Tenderers will be required to show which individuals will be allocated to the contract and hours allocated to the contract in a relevant resource table/graph. Tenderers will be assessed on the basis of the quality and balance of resources allocated in order to ensure effective delivery of each of the services outlined in section 2.

***Note: The page limit for this section is 2 A4 pages (excluding CV/Resume). In the event the response is over the 2-page limit, only the first 2 pages of the response will be assessed. (CVs/resume's may be submitted as appendices).**

4.2 (d) Contract Management Methodology (10%)

Tenderers are required to nominate a sufficiently senior individual to act as contract manager for the duration of the contract. Curriculum vitae must be provided for this individual. Additionally, tenderers are required to comprehensively describe all contract management measures to be employed. Scores will be apportioned under this criterion on the basis of the technical merit of the contract manager proposed and the range and appropriateness of contract management measures detailed.

***Note: The page limit for this section is 2 A4 pages (excluding CV/Resume). In the event the response is over the 2-page limit, only the first 2 pages of the response will be assessed. (CVs/Resume to be submitted as appendices).**

4.2 (e) Value Added (5%)

Tenderers may, at their discretion outline any additional services, supplies of value-added mechanisms that they will provide during the duration of this framework agreement.

***Note: The page limit for this section is 1 A4 pages. In the event the response is over the 1-page limit, only the first page of the response will be assessed. (Graphs, drawings, photos may be submitted as appendices).**

4.2.1 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 deliver the services should attend.

4.2.2 Minimum Qualitative Score Required

Tenderers should note that they must achieve a minimum rating of 'acceptable,' or 50% of the total marks available, for qualitative criteria (b) in order to avoid elimination from the competition.

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and a fail.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and a fail.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and a fail.

APPENDIX 1 – FORM OF TENDER

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: The Irish National Stud DAC

Competition: Single Party Framework Agreement for the Provision of Statutory Audit and Taxation Services to The Irish National Stud DAC and Subsidiary, INS Commercial Enterprises DAC

From: _____

4.2 (a) Ultimate Cost (40%)

Initial Contract			
DESCRIPTION	Financial Year 2026	APPLICABLE VAT RATE	TOTAL PRICE (INC)
Fixed Fee for Statutory Audit - INS Consolidated Accounts	€0.00	%	€0.00
Fixed Fee for Statutory Audit - INS Commercial Enterprises	€0.00	%	€0.00
Fixed Fee for Annual Tax Computations - Irish National Stud	€0.00	%	€0.00
Fixed Fee for Annual Tax Computations - INS Commercial Enterprises	€0.00	%	€0.00
SUBTOTAL 1 - INITIAL CONTRACT FOR 1 YEAR (EX VAT)	€0.00		€0.00

Possible future requirements						
DESCRIPTION	Financial Year 2027	Financial Year 2028	Financial Year 2029	TOTAL PRICE (EX VAT)	APPLICABLE VAT RATE	TOTAL PRICE (INC)
Fixed Fee for Statutory Audit - INS Consolidated Accounts	€0.00	€0.00	€0.00	€0.00	%	€0.00
Fixed Fee for Statutory Audit - INS Commercial Enterprises	€0.00	€0.00	€0.00	€0.00	%	€0.00
Fixed Fee for Annual Tax Computations - Irish National Stud	€0.00	€0.00	€0.00	€0.00	%	€0.00
Fixed Fee for Annual Tax Computations - INS Commercial Enterprises	€0.00	€0.00	€0.00	€0.00	%	€0.00
SUBTOTAL 2 - NOTIONAL FUTURE REQUIREMENTS (EX VAT)				€0.00		€0.00

NOTIONAL ANNUAL COST FOR EVALUATION PURPOSES	
SUBTOTAL 1 - INITIAL CONTRACT	€0.00
SUBTOTAL 2 - POSSIBLE FUTURE REQUIREMENTS	€0.00
TOTAL NOTIONAL ULTIMATE COST FOR EVALUATION PURPOSES	€0.00

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 surcharges or expenses.

- **I/We confirm that I/we:**
- Will keep this offer open for acceptance by the Contracting Authority for a period of twelve months from the date of deadline for submission of tenders;
- Agree that you are not bound to accept the most economically advantageous tender or any tender you may receive;
- Have read and thoroughly examined the tender document and fully understand the tender document and the Contracting Authority's requirements;
- Undertake to treat the details of this invitation to tender document, the resulting tender submission and any subsequent clarifications as private and confidential;
- Acknowledge that acceptance by the Contracting Authority of a tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless a contract has been concluded by the Contracting Authority;
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of any contracts awarded under it;
- Have included everything necessary for the performance of the services required under the contract agreement which are either expressly stated in the tender document or contained in any supplementary information or which could reasonably be inferred therefrom;
- Have found no errors, omissions, conflicts or ambiguities in the tender document, except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries;
- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force seven days prior to the deadline for receipt of tenders;
- Will not, if awarded the contract, employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age, etc., or source any part of any contract awarded under the contract in countries subject to official international trading sanctions.

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

A Tenderer's failure to sign and date this Form of Tender and to complete all sections will invalidate the tender submission.

Appendix 2 – Self Declaration

SELF DECLARATION – SELECTION CRITERIA		
To:	The Irish National Stud DAC	
Competition:	Single Party Framework Agreement for the Provision of Statutory Audit and Taxation Services to The Irish National Stud DAC and Subsidiary, INS Commercial Enterprises DAC.	
Name of Organisation :	<i>Insert</i>	
Address of Organisation:	<i>Insert</i>	
Contact Person and Position:	<i>Insert</i>	
Telephone Number:	<i>Insert</i>	
E-mail Address:	<i>Insert</i>	
Information regarding partnership or subcontracting arrangements.	<i>Insert</i>	
4.1 (b) Insurances		Please confirm
I confirm possession of the required forms and levels of insurance, and will provide insurance certificates as evidence of this fact promptly following receipt of a request from the Contracting Authority <u>or</u> I undertake to put the required forms and levels of insurance in place if successful in the competition, and will provide a broker's letter indicating my capacity to do so promptly following receipt of a request from the Contracting Authority.		<i>(Insert)</i>
4.1 (c) Financial Capacity		Please confirm
I confirm that I have adequate financial capacity to meet the turnover requirements (€200,000) specified in respect of Eligibility Criterion 4.1(c), and will provide appropriate evidence to this effect promptly following receipt of a request from the Contracting Authority		<i>(Insert)</i>
4.1 (d) Tax Compliancy		Please confirm
I confirm that my tax affairs are up to date and that I am fully tax compliant, <u>or</u> I confirm that I have applied for a Tax Clearance Certificate, which will be made available promptly following receipt of a request from the Contracting Authority		<i>(Insert)</i>
4.1 (e) Declaration of Bona Fides		Please confirm
I confirm that I fully meet the requirements as set out the Declaration of Bona Fides as set out in Appendix 3 of this document and will promptly supply a signed copy following receipt of a request from the Contracting Authority.		<i>(Insert)</i>
4.1 (f) Declaration Re: Statutory Obligations		Please confirm
I confirm that I fully meet the requirements as set out the Declaration of Statutory Obligations as set out in respect of Eligibility Criterion 4.1(g) of this document and will promptly supply a signed copy following receipt of a request from the Contracting Authority.		<i>(Insert)</i>
4.1 (g) Previous Experience		Please confirm
I confirm that I have delivered 2 projects of a similar nature and scale within the past 3 years and will promptly supply sufficiently annotated details following receipt of a request from the Contracting Authority.		<i>(Insert)</i>
4.1 (h) Quality Assurance		Please confirm
I confirm that we are certified to or in the process of attaining ISO 9001 or equivalent level.		<i>(Insert)</i>
4.1 (i) Environmental Management System		Please confirm
I confirm that we are certified to or in the process of attaining ISO 14001, EMAS or equivalent level.		<i>(Insert)</i>

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.

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION

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

Appendix 3 – Declaration of Bona Fides (Article 57)

DECLARATION OF BONA FIDES – ARTICLE 57

To:	The Irish National Stud DAC		
From:	<i>Insert</i>		
Competition:	Single Party Framework Agreement for the Provision of Statutory Audit and Taxation Services to The Irish National Stud DAC and Subsidiary, INS Commercial Enterprises DAC.		
QUESTION		YES	NO
		Please ✓	
	The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court or it has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.		
	The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.		
	The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business.		
	The Tenderer has not fulfilled its obligations relating to the payment of taxes and/or social security contributions in Ireland or any other State in which the tenderer is located.		
	The Tenderer, a Director or Partner has been found guilty of fraud.		
	The Tenderer, a Director or Partner has been found guilty of money laundering.		
	The Tenderer, a Director or Partner has been found guilty of corruption.		
	The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation.		
	The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.		
	The Tenderer, a Director or Partner is not restricted as a company director as a result of an indictable offence.		

This form must be completed and signed by a duly authorised officer of the tenderer's organisation
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>

Appendix 4 – Declaration of Statutory Obligations

Declaration re Statutory Obligations			
We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment / operation:		Yes	No
(i)	Employment Equality Acts 1998-2011		
(ii)	Equal Status Acts 2000-2011		
(iii)	National Minimum Wage Act 2000 as amended		
(iv)	Organisation of Working Time Act 1997 as amended		
(v)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(vi)	Disability Act 2005		
(vii)	General Data Protection Regulation 2016/679		
(viii)	We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.		
Article 5K Declaration			
EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine			
A.	In the light of Russian actions in the Ukraine, the European Council adopted a new regulation – EU Regulation 2022/576 , aimed at restricting participation in economic activity by economic operators from the Russian Federation. Article 5K of the Regulation prohibits the award or continuation of contracts falling within the scope of the Public Procurement Directives to persons or undertakings related to the Russian Federation. To comply with EU Regulation 2022/576, the Contracting Authority is seeking a declaration from economic operators to this effect.		
B.	I declare that none of the exclusions specified in EU Regulation 2022/576 apply to any party associated with this application.	Yes	No
This Declaration is made for the benefit of the Contracting Authority I certify that the information provided in this declaration 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 will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of: <i>(Insert)</i>			

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

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE CANDIDATE'S ORGANISATION

Appendix 5: Draft Framework Terms and Conditions

Single Party Framework Agreement for The Provision of Statutory Audit and Taxation Services to The Irish National Stud DAC and INS Commercial Enterprises DAC.

***** Draft *****

The following terms are provided as an indication of the intended format for the framework agreement to be signed with the framework operator emerging from this competition. ***Tenderers are not requested to sign these terms as part of their tender*** but should review them carefully and indicate any areas of interest by submitting a written query during the tender period.

***** Draft *****

Single Party Framework Agreement for The Provision of Statutory Audit and Taxation Services to The Irish National Stud DAC and INS Commercial Enterprises DAC.

Parties

The Irish National Stud DAC

(Hereinafter referred to as the 'Contracting Authority')

[XXXXX]

(Hereinafter referred to as the 'Framework Operator' or 'Operator')

Background

The Contracting Authority has conducted a tender competition for the establishment of a Single-Party Framework Agreement for the provision of XXXXXXXX XXX XXXXXXXX XXXX.

- a) The Framework Agreement was advertised on the Irish Government procurement website <http://www.etenders.gov.ie> (xxx).
- b) The open procedure was used and an Invitation to Tender was issued with a tender submission deadline of [XX/XX/XXXX]
- c) Following evaluation of its Tender against the published award criteria, the Framework Operator is now appointed as the single operator under this Framework Agreement.

Definitions

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

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

'Framework Period' means the period in years set out in Clause 2.1;

'Invitation to Tender' means the tender document issued by the Contracting Authority on [XX/XX/XXXX];

'Items' means any of the items included in the Form of Tender or Pricing Schedules issued with the Invitation to Tender, the completed versions of which are set out in Schedule 1 of this Agreement;

'Price' means the amount in Euro chargeable by the Framework Operator in respect of any Item or any Services purchased by the Contracting Authority.

'Request for Supplementary Tender' means a document issued by the Contracting Authority at any point during the Framework Period requesting a proposal for the provision of Services;

'Services' means the supply of Statutory Audit & Taxation 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;

"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 Data Protection Acts, 1988 and 2003 (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 issued or approved by a Data Supervisory Authority or the Article 29 Working Party or the European Data Protection Board;

1. Appointment of Framework Operator

- 1.1 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.
- 1.2 Appointment to this Framework does not entitle the Operator to be consulted in respect of, or awarded, any contract during the Framework Period. 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 Agreement in accordance with Clause 11.
- 1.3 While this Framework Agreement will, in general, form the basis for the award of contracts falling within the scope set out in Clause 3.1 during the Framework Period, 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 observe all applicable public procurement rules and shall not afford any advantage to the Framework Operator.

2. Period of Framework Agreement

- 2.1 The Framework Agreement shall take effect on the Commencement Date and will be for a maximum potential duration of 4 years.

3. Scope of Framework Agreement

- 3.1 This Framework Agreement relates to the provision of XXXX XXXXXXXX XXXXXXX, as described in the specification of requirements contained in the Invitation to Tender and appended to this Agreement at Schedule 4.

4. Award of Contracts

- 4.1 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 in Clause 5.

5. Procedure for Supplementary Tenders

- 5.1 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 of Directive 2004/18/EC, the Contracting Authority may elect to issue a Request for Supplementary Tender during the Framework Period, 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.
- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 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.
- 5.2 The Contracting Authority shall not be responsible for any costs incurred by the Framework Operator in the preparation of a Supplementary Tender or any related site visits.
- 5.3 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.

6. Conditions for Award of Contracts

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

7. Pricing

- 7.1 The maximum Price chargeable in respect of all Items contracted during the initial twenty four months of the Framework Period shall be that set out in the Form of Tender or Pricing Schedules submitted as part of the Tender (Schedule 1 of this Agreement). 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 (whether positive or negative) with the CPI index.
- 7.2 The Contracting Authority may seek, or the Framework Operator may offer, lower prices at any time during the Framework Period. 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.
- 7.3 The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transaction) Regulations 2002.

8. Personnel

- 8.1 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 qualifications, skills, professional expertise and experience expressly approved by the Contracting Authority.

9. Obligations of Framework Operator

- 9.1 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.

- 9.2 The Framework Operator is required to maintain, as a minimum, the forms of insurance set out in Schedule 2. This may be subject to revision during the lifetime of the Agreement, 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.

- 9.3 The Framework Operator shall maintain in its possession a valid Tax Clearance Certificate issued by the Irish Revenue Commissioners throughout the Framework Period and for the duration of any Contract.
- 9.4 The Framework Operator shall retain a copy of its signed Declaration under Article 57 of Directive 2014/24/EC included as Schedule 3 of this Agreement. If at any point during the Framework Period or during the lifetime of a Contract the Operator becomes aware of circumstances that might affect the validity of any of the statements in its Declaration, it shall notify the Contracting Authority in writing of such circumstances at the earliest possible opportunity.
- 9.5 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 Period 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 Agreement or any Contract.
- 9.6 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.

10. Review Meetings

- 10.1 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 to agree milestones, compliance schedules and operational protocols as required from time-to-time.

11. Termination of Appointment

- 11.1 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 notice at any time if:

- 11.1.1 The Operator commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;
- 11.1.2 the Operator fails to perform any obligation or responsibility under this 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;
- 11.1.3 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;
- 11.1.4 Any person employed by the Operator or acting on its behalf offers or appears to offer a corrupt gift or inducement in the sense set out in Clause 9.5 above, whether with or without the knowledge of the Operator;
- 11.1.5 The Operator convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;
- 11.1.6 The Operator ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law;
- 11.1.7 The Operator is unable to pay its debts within the meaning of Section 214 of the Companies Act, 1963 (as amended by Section 123 of the Companies Act, 1990) or any analogous provision of law;
- 11.1.8 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;
- 11.1.9 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;
- 11.1.10 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Operator;
- 11.1.11 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;
- 11.1.12 The Operator has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this agreement or the relevant Contract;
- 11.1.13 Any representation made by the Operator in connection with this 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;
- 11.1.14 Any event analogous to those contemplated in Clauses 11.1.5 through 11.1.12 occurs to the Operator within the laws of any other jurisdiction.
- 11.2 Either Party shall be entitled to terminate this Agreement for any or no reason by providing the other party with at least ninety (90) days' written notice.

The Framework Operator shall 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.

12. General

- 12.1 The Framework Operator acknowledges that the Contracting Authority is subject to the Freedom of Information Acts 2014, as amended. Accordingly, information furnished to the Contracting Authority by the Operator may be released pursuant to the Contracting Authority's statutory obligations. If the Operator considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity, the Operator must, when providing the information, indicate this and specify the reason for its sensitivity. 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.
- 12.2 This Agreement shall be governed by and construed in accordance with the laws of Ireland.
- 12.3 Should any part of this Framework Agreement be or subsequently be found to be invalid, unlawful or unenforceable, then such parts shall be severed from the Framework Agreement and the remainder of the Agreement shall continue in full force and effect.
- 12.4 Force Majeure
- 12.4.1 If through no fault of a party, its performance has been affected or delayed by force majeure, such party shall be at no liability to the other providing the performances are recommenced as soon as possible after such force majeure has ceased to operate.
- 12.4.2 If however, force majeure causes a delay or failure in performance for a period longer than seven days, the Contracting Authority shall have the right to terminate this Agreement by seven days' notice in writing.
- 12.4.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected in which it is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to, acts of God or the public enemy, ex-procreation or confiscation of facilities, government intervention, war, hostilities, rebellion, terrorist activities, local or national emergency, sabotage or riots, floods, or unusually severe weather conditions which could not be reasonably anticipated, fires, explosions, or other catastrophe, national or district strikes or other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of the Framework Operator's workforce.
- 12.5 Nothing in this 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.

13. Data Protection

- 13.1 All terms in this clause 13 (Data Protection) including "data controller", "data processor", "processing", "personal data", "data protection impact assessment", "data subject", "data subject request" and "data supervisory authority" have the meaning given to them in the GDPR.
- 13.2 With respect to the rights and obligations of each Party under this Contract, the Parties agree that the Contracting Authority is the data controller and the Contractor is the data processor of the personal data.

- 13.3 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 13.3 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 13.4 To the extent that the performance of the supply by the Contractor involve the processing of personal data, the Contractor agrees and warrants that:
- 13.4.1 it shall only process personal data for the purposes of performing this Contract in accordance with the instructions of the Contracting Authority or as otherwise notified by the Contracting Authority to the Contractor from time to time;
- 13.4.2 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 Contract;
- 13.4.3 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;
- 13.4.4 as personal data are confidential in nature, it shall, unless otherwise directed in writing by the Contracting Authority:
- (a) process personal data on behalf of the Contracting Authority exclusively for the performance of the supply and the provisions of this Contract but for no other purposes whatsoever;
 - (b) take reasonable steps to ensure that neither the Contractor 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 Contractor of its obligations under this Contract or as directed in writing to do so by the Contracting Authority;
 - (c) 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 and that no transfer or access to or other processing of personal data to/from any jurisdiction or territory outside of the EEA 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;
 - (d) 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 limitation, the preparation or provision of supporting documentation to be submitted to the relevant data supervisory authority);
 - (e) 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.
- 13.5 The Contractor shall (and shall procure that its employees, agents and/or temporary contractors and any sub-processor (where permitted) shall):

- 13.5.1 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;
- 13.5.2 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;
- 13.5.3 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
- 13.5.4 promptly notify the Contracting Authority prior to carrying out any instruction from the Contracting Authority if, in the Contractor's opinion, such instruction is likely to result in processing that is in breach of the Data Protection Legislation;
- 13.5.5 upon giving the Contractor reasonable notice, allow the Contracting Authority to carry out an audit or inspection in relation to the processing of personal data by the Contractor in order to satisfy itself that the Contractor is complying with the Data Protection Legislation in respect of the supply.
- 13.6 The Contractor 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 Contractor 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-up. Upon the Contracting Authority's request, the Contractor shall provide to the Contracting Authority a written description of the security, technical and organisational measures employed by the Contractor under this clause 13.
- 13.7 The Contractor shall not subcontract its processing obligations performed on behalf of the Contracting Authority under this Contract to a sub-processor without the prior written consent of the Contracting Authority.

14. Conflict

- 14.1 If there is an inconsistency between any of the provisions of this Contract and the provisions of the Tender Documentation (if any), the provisions of this Contract shall prevail.

15. Notices

- 15.1 The address, e-mail address, facsimile and telephone numbers of the parties for the purpose of the giving of notices under this Agreement are as follows:

For the Contracting Authority:

[XXXX]

For the Framework Operator:

[XXXX]

- 15.2 All notices to the Contracting Authority or the Framework Operator from the other party under this Agreement or the relevant Contract shall be in writing and sent to the appropriate address set out above.

15.3 All notices, documents and communications provided under this Agreement or the relevant Contract shall be in the English language.

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 [XXXX] by:

Signed: _____

Date: _____

Witnessed by: _____

SIGNED for and on behalf of the Contracting Authority by:

Signed: _____

Date: _____

Witnessed by: _____

Schedules & Appendices

Schedule 1 – Pricing Schedules / Form of Tender

Schedule 2 – Forms and Levels of Insurance

Schedule 3 – Declaration under Article 57 of Directive 2014/24/EC

Schedule 4 – Specification of Services

Schedule 5 – Service Level Agreement