

**Request for Tenders dated 3rd June
2026 for the establishment of a
Multi Supplier Framework
Agreement for the provision of
Geographic Information Systems (GIS)
Development, Managed Services and Support
Services**

Tender procedure: Open procedure

**Tender Deadline 22nd July 2026 at 12:00
noon (Irish time)**

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Part 1: Introduction

1.1 The Minister for Housing, Local Government and Heritage (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”). In that context the Contracting Authority now invites tenders (“Tenders”) from economic operators (“Tenderers”) for appointment to a multi-supplier framework agreement for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

1.2 In summary, the Services comprise:

The Department of Housing, Local Government and Heritage (the “Department”) uses Geographic Information Systems (GIS) to support informed decision-making through the use of geospatial data. GIS is widely used across the Department to support business units in evidence-based decision-making, project delivery, data management, and communication through analytical and visualisation tools. The Department also provides public access to geospatial data as Open Data for use by the public and private sectors, as well as academia. These services are primarily from the Department’s public facing cloud infrastructure or software-as-a-service platforms.

The Department has small teams of full-time GIS professionals. A dedicated GIS team embedded within the Statistics and Data Analytics Unit (SDAU) provides GIS support for Planning, Housing, and Local Government. Heritage GIS teams provides GIS support across the National Parks and Wildlife Service, the National Monuments Service, and the National Built Heritage Service.

Given the scale, complexity, and volume of projects undertaken by the Contracting Authority, it is not feasible to meet all GIS resource requirements internally. As a result, the GIS team must adopt a proactive operational approach, including the use of external frameworks to secure additional GIS support. This framework is intended to provide resource augmentation across a range of specialist GIS roles (Lots), enabling the Contracting Authority to access suitably skilled resources as required to support business objectives in a timely, efficient, and cost-effective manner.

1.3 This public procurement competition will be divided into four (4) lots (each a “Lot”) as described below. Each Lot will result in a separate contract. The Services comprised in each Lot are summarised below;

Lot 1. Geographic Information System (“GIS”) Application Development, Managed Services and Support Services

This lot covers the provision of resources for application development to meet business unit requirements, as well as managed service support. Managed service support may relate to new or existing infrastructure and may include, but is not limited to, infrastructure design, deployment, and operational support in areas such as security, availability, performance, and ongoing maintenance.

Applications may include, but are not limited to, web-based GIS solutions, stand-alone applications, and mobile GIS applications. The technologies currently used by the Department are listed in Appendix 1 of this RFT. The Department has an Enterprise Agreement with ESRI and includes the full range of ESRI software including ArcGIS Desktop/Pro and associated extensions, ArcGIS Enterprise, and several ArcGIS Online instances. FME is licenced under a subscription model and both FME Form and Flow are in use.

Microsoft SQL Server is used for database applications. At present, the Department uses the Amazon cloud for external hosting under a managed service agreement with Tailte Éireann. Government and Departmental server infrastructure are also in use. The Department also uses in house virtual and physical servers for intranet applications.

The resourcing required in this Lot include:

- Project Manager
- GIS Developer
- GIS Solutions Architect
- Business Analyst - GIS
- Spatial Database Administrator/Developer
- Senior GIS Professional
- GIS Professional/Analyst
- GIS Graduate

The drawdown mechanism in respect of Lot 1 will be by mini-competition. Each time that the Contracting Authority has a requirement under Lot 1, it will run a mini-competition among the Framework Members for Lot 1.

Lot 2. GIS Specialists

This Lot is designed to provide resource augmentation to the Contracting Authority's GIS team.

GIS professionals and graduates will be required for number of reasons, including but not limited to:

- supplementing existing project teams;
- to provide general geospatial support;
- to manage "out-of-the-box" AGOL/Portal projects;

The professionals and graduates required include the following specialists:

- Senior GIS Professional
- GIS Professional/Analyst
- GIS Graduate

Projects may be across any of the Contracting Authority's business units. There will a requirement in some instances to provide fulltime on-premises resources.

Senior GIS professionals & GIS professionals must be capable of:

- Collaborating with business units to gather and analyse user requirements and iteratively developing those requirements into effective solutions. This may include geospatial analysis or the development of GIS applications, with a particular focus on ArcGIS Online (AGOL) based approaches.
- Communicating with, and reporting to, business owners on project progress, risks, and deliverables.
- Liaising with third parties to agree appropriate technical and delivery approaches to meet business needs.
- Preparing and delivering training to business units and external stakeholders, including local authority staff.

The key GIS technologies are ESRI and FME. An Enterprise Agreement with ESRI for the full range of ArcGIS Desktop/Pro plus extensions, ArcGIS Enterprise and ArcGIS online. FME is licenced under a subscription model and both FME Form and Flow are in use.

These resources require a high level of core GIS skills and qualifications as set out in Appendix 1 of this RFT. The tender must have demonstrable experience and capabilities, both academic and technological, across a range of areas depending on the specifics of a particular project, including but not limited to:

- Geospatial quantitative methods and modelling for socioeconomic geodemographic data ideally including small-area and CSO data.
- Geomatics
- Visualisation including experience with BI applications
- Planning
- Experience with Local Authority projects and data
- Geocoding
- Analytics
- GeoBIM

The drawdown mechanism in respect of Lot 2 will be by mini-competition. Each time that the Contracting Authority has a requirement under Lot 2, it will run a mini-competition among the Framework Members for Lot 2.

Lot 3. FME Professional

This Lot is intended to provide resource augmentation to the Contracting Authority's GIS teams through the provision of FME expertise, including the design and development of Extract, Transform and Load (ETL) workbenches to support data integration, data transformation, and workflow automation.

Resources may be deployed either as part of a blended delivery team or in a standalone role, depending on project requirements. The Contracting Authority currently utilises FME Form and FME Flow (on premise and cloud). At times the Department may require support with FME deployed by third parties supplying data to the Department. As a result, projects may require the creation, configuration, and maintenance of ETL processes across these environments.

Projects may involve the use of FME as a standalone technology or in combination with components of the Esri technology stack, as listed in Appendix 1 of this RFT. Typical activities

may include data transformation and migration (ETL), workflow automation, systems integration, and INSPIRE data harmonisation and schema translation.

In some instances, there will be a requirement to provide full-time, on-premises resources.

The drawdown mechanism in respect of Lot 3 will be by mini-competition. Each time that the Contracting Authority has a requirement under Lot 3, it will run a mini-competition among the Framework Members for Lot 3.

Lot 4. GIS Professional Services – Rapid Short Form Engagements (RSFE)

This Lot is intended to provide rapid access to GIS professional services to support small-scale, immediate or emerging needs. Services may be required at short notice and will typically involve focused pieces of work with defined outcomes and short delivery timeframes.

Resources may be required to work independently or alongside internal teams to deliver clearly defined outputs.

Drawdown under this Lot will primarily be by way of Rotation between the Framework Members for this Lot. The value of individual services contracts awarded under Lot 4 will not exceed €25,000 per assignment

Mechanism for drawdown of services from the Framework Agreement Lot 4

Lot 4 services will be drawn down by the Contracting Authority in the following manner:

- 1) By way of a rotation system; and
- 2) By direct award in certain limited circumstances

Rotation

This will be the primary drawdown mechanism for services under Lot 4. Services will be drawn down by the Contracting Authority on a rotational basis in accordance with the following steps:

1. On each occasion that the Contracting Authority proposes to seek services from the Framework Agreement for Lot 4, the Contracting Authority shall issue the next eligible Framework Member with a request for service. The Framework Member shall accept the request for service within the response time set out in the request for services.
2. Rotation of drawdown of services will be on the basis of the ranking system determined as a result of the initial tender competition. The first request for services will issue to the highest ranked Framework Member for Lot 4 and the next to the second highest ranked Framework Member and so on. A Framework Member will become eligible again to provide new services on a rotational basis, upon successful delivery of any previously requested services.
3. If the Framework Member confirms they can provide the services, the Contracting Authority shall proceed to award the Services Contract to that Framework Member. If the Framework Member confirms they cannot provide the services, the Contracting Authority will issue a request to the next ranked Framework Member for Lot 4 and so on.

Direct award of Services in limited circumstances

The Contracting Authority reserves the right to directly award a Services Contract to Framework

Member without using the rotational mechanism set out above in the following limited circumstances;

- a) Where the Framework Member has demonstrable specific specialist expertise directly relevant to the specific task
- b) The Contracting Authority requires a Framework Member to complete a follow up piece of work, for example, work that follows upon a previous service provided by the Framework Member under Lot 4.
- c) Urgency, where immediate commencement is required
- d) Availability to meet required timelines

Reassignment of services

Please note the following contingency arrangements may apply to the Framework for Lot 4.

If, having been awarded a services contract, a Framework Member is unable to complete the services within the timeframe agreed with the Contracting Authority, the services will be assigned to the next ranked Framework Member for Lot 4.

If a Framework Member becomes unavailable at any point to complete services, they shall advise the Contracting Authority, and the services will be transferred to the next ranked Framework Member for Lot 4.

This Lot is intended to complement other Lots by providing a proportionate mechanism for delivering small stand-alone, urgent, or discrete GIS tasks without the overhead associated with larger engagements.

GIS professionals appointed under this Lot must be capable of independently gathering and refining requirements from stakeholders. Projects may include GIS requirements analysis, geospatial analysis, automation, ETL, configuring or developing AGOL applications, training and other technical outputs as required.

Resources must demonstrate a broad GIS skill set and the ability to deliver end-to-end solutions independently or with minimal oversight. They should be capable of engaging directly with stakeholders and providing concise progress updates.

Assignments will typically be short in duration, outcome-focused, and delivered with minimal ramp-up time.

Tenderers are required to nominate one single, named individual GIS Professional who will be responsible for the delivery of all services under any drawdown awarded. This Lot is intended to support delivery by an identified individual, and therefore only one resource may be proposed per response. Tenderers may not propose multiple individuals or alternative resources.

The individual named in the response will be the resource used for all assignments under this Lot, and substitution will not be permitted. Tenderers should ensure that the proposed individual has the appropriate breadth of skills and availability to undertake the requirements of this Lot for its duration.

The professional required for this lot:

- GIS Professional (RSFE)

Projects may be across any of the Contracting Authority's business units.

Senior GIS professionals & GIS professionals must be capable of:

- Collaborating with business units to gather and analyse user requirements and iteratively developing those requirements into effective solutions. This may include geospatial analysis or the development of GIS applications, with a particular focus on ArcGIS Online (AGOL) based approaches.
- Communicating with, and reporting to, business owners on project progress, risks, and deliverables.
- Liaising with third parties to agree appropriate technical and delivery approaches to meet business needs.
- Preparing and delivering training to business units and external stakeholders, including local authority staff.

The key GIS technologies are ESRI and FME. An Enterprise Agreement with ESRI for the full range of ArcGIS Desktop/Pro plus extensions, ArcGIS Enterprise and ArcGIS online. FME is licenced under a subscription model and both FME Form and Flow are in use.

These resources require a high level of core GIS skills and qualifications as set out in Appendix 1 of this RFT. Should the identified resource have additional demonstrable experience and capabilities in any of the following areas details should be included in the response.

- Geospatial quantitative methods and modelling for socioeconomic geodemographic data ideally including small-area and CSO data.
- Geomatics
- Visualisation including experience with BI applications
- Planning
- Experience with Local Authority projects and data
- Geocoding
- Analytics
- Automation

It is anticipated that a minimum of three (3) and a maximum of six (6) members (each a "Framework Member") will be appointed to the Framework Agreement for each Lot (subject to that number being qualified through the application of the rules of the tender). The Contracting Authority ("Framework Client") may award (or "call off") contracts (each a "Services Contract") under the Framework Agreement in accordance with the rules set out in the form of Framework Agreement set out at Appendix 5.

- 1.4 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Services Contract") will be issued for a term of two

(2) years (“the Term”).

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to 12 months with a maximum of two (2) such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contracts may amount to some €8,100,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

Lot 1: €3,000,000

Lot 2: €4,000,000

Lot 3: € 600,000

Lot 4: € 500,000

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

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

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

In order to preserve (or stimulate) competition and manage delivery risk, the Contracting Authority will limit the number of lots awarded to any one tenderer to three (3) lots. In that context, tenderers may tender for all lots. However, tenderers will not be appointed to both lot 2 and lot 4. Therefore, when responding to this tender, tenderers must complete and submit the lot preference form in the Tender Response Document (TRD) to indicate their preferences, in the event that they are successful in lot 2 and lot 4.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract.

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

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

The Contracting Authority may cancel this Competition (or, for the avoidance of doubt, any individual Lot) at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

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

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

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

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

providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

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

- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- (b). To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;

- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

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

2.3 SERVICES CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

2.6 TENDER SUBMISSION REQUIREMENTS

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

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

- 2.6.2 Tenders must be received not later than 12:00 (noon) on 22nd July 2026 (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT for each Lot.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using [specify required format for example, PDF]. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 12:00 (noon) on 10th July 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this

Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

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

2.10 PRICING

- 2.10.1** All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3** Tenderers must confirm that all prices quoted in the Tender will remain valid for [insert period] commencing from the Tender Deadline.
- 2.10.4** Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5** Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.
- 2.10.6** Tenderers should note that prices may be increased or decreased only on the second anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Irish Consumer Price Index has increased or decreased in the edition of that index published by the CSO most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1** In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the

Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

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

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

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

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if

at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 Not Used

The Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. A site visit to view the Contracting Authority's premises or facilities at [insert relevant addresses] shall be organised on [date] between the hours of [x and y]. Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by contacting [name of person] at [insert email address] by [insert date and time]. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

2.20.2 Not Used

[Insert here details of any site visit required by the Contracting Authority to the Tenderer's premises].

2.21 INSURANCE

- 2.21.1 The successful Tenderers shall be required to hold for the term of the Services Contract the following insurances in respect of all Lots:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million (any one claim or series of claims arising out of a single occurrence)
Public Liability	€6.5 million (any one claim or series of claims arising out of a single occurrence)
Product Liability	N/A
Professional Indemnity	€1.0 million in the aggregate per insurance year
Cyber Liability	The level of liability will be determined in respect of each SRFT. The range of cover required may be zero in some cases, and between €1 million and €5 million depending on the level of risk associated with specific SRFT requirements

- 2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any

outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

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

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

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

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

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

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

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

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

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;

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

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (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) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

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

3.2.A Economic and Financial Standing

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

All Lots

Minimum Requirements	Qualifying Threshold
Tenderers must confirm (by way of self-declaration, in the TRD) that they have the financial capacity to pay their debts identified on the current statement of assets and liabilities as being the debts as they fall due. Tenderers must confirm that they will provide evidence of the capacity to pay debts promptly when requested by the Contracting Authority. They will provide the Contracting Authority with a letter from their principal auditors confirming the Tenderer is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as the fall due.	Pass or Fail
Tenderers must submit a statement confirming that the tenderer holds a bank account and that it is presently in good standing with its bank.	Pass or Fail
A banker's reference supporting the tenderer's assertion of its financial and economic capacity to fulfil its obligations over the full term of the proposed agreement.	Pass or Fail
Tenderers must demonstrate their ability to meet a proportion of the aggregate financial turnover requirements of the Lots they are successful in (which will be assessed after Tenders have been evaluated against the Award Criteria and before Framework Agreements are awarded), by application of the following requirements: Lot 1: €1,000,000 Lot 2: €1,250,000 Lot 3: € 200,000 Lot 4: € 150,000 Aggregated Minimum Annual Turnover Requirements for any number of Lots may be taken into account in the case of Tenderers applying for a number of Lots.	Pass or Fail

Example 1: If a tenderer applies for all four Lots, then that tenderer will need to demonstrate that it has a minimum annual turnover for the last three financial years of €2,600.000. Example 2: If a tenderer applies for Lot 1 and Lot 3, then that tenderer will need to demonstrate that it has a minimum annual turnover for the last three financial years of €1,200,000. Example 3: If a tenderer applies for only Lot 4, then that tenderer will need to demonstrate that it has a minimum annual turnover for the last three financial years of €150,000.	
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Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

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

Lot 1

GIS Application Development, Managed Services and Support Services	Lot 1.	Tenderers Response
Role	Minimum numbers required	Yes/No
Project Manager	3	
GIS Developer	4	
GIS Solutions Architect	3	
Business Analyst - GIS	3	
Spatial Database Administrator/Developer	2	
Senior GIS Professional	4	
GIS Professional/Analyst	4	
GIS Graduate	2	

Lot 2

GIS Specialists	Lot 2.	Tenderers Response
Role	Minimum numbers required	Yes/No
Senior GIS Professional	4	
GIS Professional/Analyst	4	
GIS Graduate	2	

Lot 3

FME Professional	Lot 3.	Tenderers Response
Role	Minimum numbers required	Yes/No
FME Professional	1	

Lot 4

GIS Specialists Rapid Short Form Engagements (RSFE)	Lot 4.	Tenderers Response
Role	Minimum numbers required	Yes/No
GIS Professional (RSFE)	1	

Reference Sites / Previous Contracts

All Lots

Tenderers must, using the tender response document (TRD), provide three (3) examples of previous contracts, in respect of each Lot (category) for which they are applying, for the provision of GIS Development, Managed Services and Support Services in support of their proposal. Where a consortium is tendering, then at least three (3) independent references should be supplied in respect of each Lot (category) for which the consortium is applying. **Where possible at least one reference should relate to a project where the consortium members have worked together before.** Tenderers must confirm that the Contracting Authority may contact each referee directly without further reference to the tenderer and must provide sufficient contact information to facilitate that.

Tenderers must provide a clear, substantive, and independently verifiable comparability narrative demonstrating three (3) years of relevant prior contract experience. The narrative must provide meaningful evidence of comparability and must not rely on restating or paraphrasing the tender requirements.

Tenderers are solely responsible for supplying sufficiently detailed and convincing information to enable a pass/fail determination. The Contracting Authority will not infer, interpret, or assume relevance where it is not explicitly demonstrated.

Any doubt, ambiguity, or lack of clear comparability in the narrative will result in a fail and elimination from the tender process.

All referees provided must be an independent third-party.

Please also note that it is entirely a matter for tenderers to ensure that referees and information provided in respect of referees, is up to date and relevant. In the event that any referee provided by tenderers are not contactable by the Contracting Authority, this will result in a fail and elimination from the tender process.

Lot Name:	
Example No:	
Name of Contract	
Client/Contracting Authority	
Contract Description	
Contract Value excluding Vat	
Contract Duration (Start/Finish)	
Comparability Narrative	
Name of Client Referee	Important note: If a nominated referee is not contactable through the contact details provided by the tenderer, this will result in a fail and the tender will be eliminated without Award Criteria being evaluated. A referee must be an independent third party.
Address of Client Referee	
Telephone of Client Referee	
Email Address of Client Referee	

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

3.3 AWARD CRITERIA

3.3.1 Only those Tenderers who have qualified in accordance with paragraph 3.2 of this RFT will

proceed to be evaluated under this paragraph 3.3.

3.3.2 No enforceable commitment of any kind, contractual or otherwise shall exist unless and until:

- (a) A formal written Framework Agreement has been executed by or on behalf of the Contracting Authority. The Contracting Authority may cancel this Competition at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority. For the avoidance of doubt, the conclusion of a Framework Agreement with a Framework Member does not guarantee the awarding of any Services Contract or contract whatsoever. Neither this document nor any information set out herein shall be regarded as a commitment or representation on the part of the Contracting Authority to enter into a contractual arrangement; and
- (b) A formal written Services Contract has been executed by or on behalf of the Framework Client arising as a result of a Mini Competition initiated by way of an SRFT or, in the case of Lot 4, by way of a rotation system or in certain limited circumstances by direct award.

The Framework Client may cancel the Mini Competition at any time prior to a Services Contract being executed by both the Contracting Authority and Framework Member and exchanged.

3.3.3 Appointment to the Framework will be on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria. Each Lot will be evaluated separately. The Quality/Cost ratio for each Lot is 70:30.

Award Criteria Lots 1, 2 and 3:

Ref	Award Criteria	Maximum Score Available	Minimum Qualifying Threshold
1	Demonstrate an understanding of the specific services to be provided under this contract, the proposed methodology and approach for providing the services Tenderers must provide sufficient relevant information, tailored to each Lot, to demonstrate a thorough understanding of the Contracting Authority's requirements as identified for each Lot, specifically as set out on a Lot by Lot basis in section 1.3 and Appendix 1 of this document. Tenderers must describe in a clear and comprehensive manner their approach to meeting the Contracting Authority's Lot specific requirements. For each Lot (1, 2 and 3), Tenderers must provide their approach to project management, managed services, and service delivery. These should be tailored, where appropriate, to the specific Lot being addressed. Tenderers	250	150

	responding to Lot 1 and Lot 3 should also include their approach to systems development, detailing their methodology. Across all Lots, Tenderers are encouraged to include any additional information they consider relevant. Tenderers should also describe their approach to placing resources with the Contracting Authority. In all cases, responses should address Lot-specific requirements, taking into account the Lot descriptions, associated roles, and relevant technologies.		
2	Proposed Contract Management (Contract management methodology and complaints and escalation procedures) In accordance with the Specifications set out in Appendix 1, Tenderers must describe the approach and processes they will use to ensure the effective delivery of the required outcomes. Tenderers must also explain how they will guarantee that the Contracting Authority receives a consistently high-quality service. This should include, but not be limited to, details on: • Quality assurance measures • Communication processes • Liaison and reporting structures • Problem resolution and escalation procedures Tenderers must also complete and submit the biographical summary template provided in the tender response document, demonstrating the Contract Manager's qualifications and experience, with reference to projects of similar nature and scope to those expected within a Department with such a diverse remit.	200	120
3	Continuity of Service – Capability and Capacity Tenderers are required to demonstrate to the Contracting Authority how they will ensure continued capability to provide resource augmentation for the full duration of the Framework, which may operate for up to four (4) years. The Department recognises the challenges associated with staff retention, turnover, and competing demands on resources, including those arising within this Framework. Tenderers should therefore outline their workforce management approach in this context. Section 3.2.B requests details of staffing under Technical and Professional Ability. In addition to this Tenderers should	100	60

	provide details on the availability and depth of their internally employed talent pool, lead time requirements Tenderers must clearly explain how they will manage staff turnover and describe their transition plans should resources need to change for any reason. These transition plans should demonstrate the Tenderer's ability to replace resources seamlessly without any additional cost to the Contracting Authority and without any reduction in the quality of contracted projects or services. Responses should be tailored to each Lot. This section should also include the Tenderer's approach to preparing and delivering project handover documentation at the conclusion of any given SRFT.		
4	Staff Training & CPD The Contracting Authority expects that the majority of resources deployed under this Framework will be long-term employees of the Tenderer who are fully integrated into the Tenderer's organisational structure, performance management system, and CPD framework. Please note that in respect of Lots 1, 2 and 3 staff CVs are not required to be submitted at this stage. Staff CVs will be requested at mini-competition stage for Lots 1, 2 and 3. Tenderers must demonstrate to the Contracting Authority that their approach to staff training and Continued Professional Development ("CPD") can be relied on to maintain, enhance, and develop the knowledge and skills of their relevant internally employed staff for the full duration of the framework services, as set out in Appendix 1. Tenderers must clearly state their approach to CPD for their staff CPD and explain how it ensures that their personnel can remain current with the skills, technologies and best practice required over the lifetime of this Framework in accordance with the service requirements set out in Appendix 1. Details may include but are not necessarily limited to: • Academic and professional qualifications • The development of qualities necessary for the execution of professional and technical duties identified within the Framework	150	90

	• Training strategies and knowledge management • Performance management		
5	Cost Proposal	300	N/A
	Total	1000	N/A

Lot 4

Ref	Award Criteria	Maximum Score Available	Minimum Qualifying Threshold
1	Demonstrate an understanding of the specific services to be provided under this contract, the proposed methodology and approach for providing the services Tenderers must provide sufficient relevant information, tailored to each Lot, to demonstrate a thorough understanding of the Contracting Authority's requirements as identified for each Lot, specifically as set out on a Lot by Lot basis in section 1.3 and Appendix 1 of this document. Tenderers must describe in a clear and comprehensive manner their approach to meeting the Contracting Authority's Lot specific requirements. For Lot 4, Tenderers must provide their approach to project management, managed services, and service delivery. These should be tailored, where appropriate, to the specific Lot being addressed. Tenderers are encouraged to include any additional information they consider relevant. Tenderers should also describe their approach to placing resources with the Contracting Authority. In all cases, responses should address Lot-specific requirements, taking into account the Lot descriptions, associated roles, and relevant technologies.	250	150
2	Staff Qualifications and Experience, Training & CPD The Contracting Authority expects that the majority of resources deployed under this Framework will be long-term employees of the Tenderer who are fully integrated into the Tenderer's organisational structure, performance management system, and CPD framework.	250	150

	Tenderers must complete and submit a biographical summary template provided in the tender response document, demonstrating the qualifications and experience of the resource proposed to provide the services required under this Lot 4. Please note that only one biographical summary per tenderer is permitted in respect of Lot 4. Tenderers must demonstrate to the Contracting Authority that their approach to staff training and Continued Professional Development (“CPD”) can be relied on to maintain, enhance, and develop the knowledge and skills of their relevant internally employed staff for the full duration of the framework services, as set out in Appendix 1. Tenderers must clearly state their approach to CPD for their staff CPD and explain how it ensures that their personnel can remain current with the skills, technologies and best practice required over the lifetime of this Framework in accordance with the service requirements set out in Appendix 1. Details may include but are not necessarily limited to: • Academic and professional qualifications • The development of qualities necessary for the execution of professional and technical duties identified within the Framework • Training strategies and knowledge management • Performance management		
3	Proposed Contract Management (Contract management methodology) In accordance with the Specifications set out in Appendix 1, Tenderers must describe the approach and processes they will use to ensure the effective delivery of the required outcomes. Tenderers must also explain how they will guarantee that the Contracting Authority receives a consistently high-quality service. This should include, but not be limited to, details on: • Quality assurance measures • Communication processes	200	120

	This section should also include the Tenderer's approach to preparing and delivering project handover documentation at the conclusion of any given SRFT.		
4	Cost Proposal	300	N/A
	Total	1000	N/A

The following matrix explains the meaning of each of the stated bands;

Band	Scoring Range	Meaning
5	91% to 100%	Excellent response with very few or no weaknesses and exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
4	80% to 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard
3	60% to 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
2	30% to 59%	A response where reservations exist. Lacks full credibility and / or convincing detail, and there is a significant risk that the response will not be successful.
1	1% to 29%	A Response where serious reservations exist with regard to the Tenderer's understanding of the requirements. This may be because, for example, insufficient detail is provided, and/or the response has fundamental flaws or seriously lacks credibility, resulting in high risk of non-delivery.
0	0%	Response completely fails to address the requirements.

Methodology for Calculating the Cost Score all Lots 1 to 4

Tenderers must achieve the minimum qualifying threshold mark for each of the qualitative award criteria. Tenderers that do not achieve the required minimum qualifying marks for each of the qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the cost score (as per the formula set out below) of the tenderers that have achieved the minimum qualifying marks.

Lot 1 and 2

For the purposes of evaluating cost responses in respect of Lot 1 and Lot 2, the average maximum daily rates provided in the Pricing Schedule will be calculated for each tender in respect of each Lot. (Lots 1 and 2). The Tender that offers the lowest averaged priced tender as per the Pricing Schedule will receive 100% of the maximum marks available for cost. All other Tenders will be scored using the formula below.

Lot 3

For the purpose of evaluating cost responses in respect of Lot 3, the maximum daily rate will be the basis of calculation of cost and the Tender that offers the lowest priced tender as per the Pricing Schedule will

receive 100% of the maximum marks available for cost. All other Tenders will be scored using the following formula below.

Lot 4

For the purposes of evaluating cost responses in respect of Lot 4, the tendered fixed daily rates will be used as basis of calculation of cost and the Tender that offers the lowest priced tender as per the Pricing Schedule will receive 100% of the maximum marks available for cost. All other Tenders will be scored using the following formula below.

Cost Score	=	$\frac{\text{Lowest Ultimate Cost Tendered in Pricing Schedule}}{\text{Ultimate Cost of Tender being Evaluated}}$	x	Maximum Marks Available (300)
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TIE BREAK RULE LOTS 1, 2 and 3

In the event that there is a tie in respect of Lots 1, 2 and 3, the following tie-break approach will be adopted:

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

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

Award Criteria 1: Understanding

Award Criteria 2: Contract Management

Award Criteria 3: Continuity of Service

Award Criteria 4: Staff Training & CPD

In the event that Tenderers receive the same marks for the Qualitative Award (Non-Cost) element of their Tender, the Tenderer who has been awarded the highest marks for Award Criteria 5: Cost Criterion will be deemed the MEAT.

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

TIE BREAK RULE LOT 4

In the event that there is a tie in respect of Lot 4, the following tie-break approach will be adopted:

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

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed

below until such time as a MEAT can be determined:

Award Criteria 1: Understanding

Award Criteria 2: Staff Qualifications and Experience, Training & CPD

Award Criteria 3: Contract Management

In the event that Tenderers receive the same marks for the Qualitative Award (Non-Cost) element of their Tender, the Tenderer who has been awarded the highest marks for Award Criteria 4: Cost Criterion will be deemed the MEAT.

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

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

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

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days

if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

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

Appendix 1: Requirements and Specifications

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

Introduction

The Department of Housing, Local Government and Heritage (the “Department”) uses Geographic Information Systems (GIS) to support informed decision-making through the use of geospatial data. GIS is widely used across the Department to support business units in evidence-based decision-making, project delivery, data management, and communication through analytical and visualisation tools. The Department also provides public access to geospatial data as Open Data for use by the public and private sectors, as well as academia. These services are primarily from the Department’s public facing cloud infrastructure or software-as-a-service platforms.

The Department has small teams of full-time GIS professionals. A dedicated GIS team embedded within the Statistics and Data Analytics Unit (SDAU) provides GIS support for Planning, Housing, and Local Government. At a high level, Heritage GIS staff provides GIS support across the National Parks and Wildlife Service (NPWS), the National Monuments Service, and the National Built Heritage Service. NPWS has the largest cohort of professional GIS staff within the Heritage area, and will continue to generate significant demand for GIS support. This includes both supporting existing teams and establishing new GIS teams for dedicated projects.

The scope and nature of the Department’s projects require GIS teams to take a proactive operational approach. This includes using frameworks to secure additional GIS capacity when needed. This framework is to provide resource augmentation across a range of specialist GIS roles (Lots), enabling the Department to draw on additional GIS expertise and skills as required. This will ensure that GIS teams can respond to business objectives in a timely and efficient manner.

Departmental GIS projects range in scale from small, high-speed ad hoc requests to long-term national programmes involving the collation and analysis of data from a wide variety of systems and providers. Some involve field work, including on-site data collection, surveys and ground-truthing to validate and enrich spatial datasets. Most Departmental projects are public-facing in some way, and publish Open Data.

Summary of Requirements

GIS Skills and Services Requirements

The Framework Clients may use this framework agreement to acquire GIS Development, Managed Services and Support Services. The Contracting Authority has a licence agreement in place with ESRI. This agreement provides access to the majority of ESRI’s software including extensions. The primary products used are the full range of ESRI software. ArcGIS Pro plus extensions, ArcGIS Online and ArcGIS Server. Microsoft SQL Server is used for database applications. Applications may be standalone, mobile or web-based (intranet, extranet and internet). The Framework Clients use the Amazon cloud under a

managed service agreement. In house virtual and physical servers for intranet applications are also available.

A description of each role is provided in the Lots set out below.

Note that there are overlaps between Lot 1, Lot 2 and Lot 4. This is designed to encourage SMEs that may not have GIS development capabilities in the identified development technologies to participate in the framework. Equally, it provides an opportunity to seek GIS resources with a range of academic and technical capabilities as listed in this Appendix 1

The contracting authority has structured this framework into multiple lots to ensure proportionality, promote broad market participation, and facilitate access for suppliers of different sizes. Lots 1 and 2 involve larger and more complex service requirements that may be better suited to providers with substantial capacity and multidisciplinary resources.

Lot 4 is designed with proportionate requirements that may be particularly accessible to micro and small enterprises; however, all interested economic operators, regardless of size, may submit a tender for any lot.

In order to preserve (or stimulate) competition and manage delivery risk, the Contracting Authority will limit the number of lots awarded to any one tenderer to three (3) lots. In that context, tenderers may tender for all lots. However, tenderers will not be awarded lot 2 and lot 4. Therefore, if a tenderer is tendering for Lots 2 and 4 they must complete and submit the Lot preference form in the Tender Response Document (TRD) to indicate their preferences, in the event that they are successful in Lot 2 and Lot 4.

Lot 1 Requirements

Lot 1. Geographic Information System (“GIS”) Application Development, Managed Services and Support Services

This lot is for the provision of resources to carry out application development to meet business unit needs and managed service supports. The managed service support may include new or existing infrastructure. Services may include but not be limited to support for infrastructure design, deployment, operational support for areas such as security, uptime, performance and maintenance.

Applications that are required may include, but are not limited to, web-based GIS, stand-alone applications and mobile GIS. Technologies currently used by the Framework Clients are listed below. The key GIS technologies used by the Framework Clients are covered by a licence agreement with ESRI for the full range of ArcGIS Desktop/Pro plus extensions, ArcGIS Enterprise and ArcGIS online.

Microsoft SQL Server is used for database applications. At present the Department uses the Amazon cloud for external hosting under a managed service agreement with Tailte Éireann. The Department also uses in house virtual and physical servers for intranet applications. The resourcing required in this Lot include:

- Project Manager
- GIS Developer
- GIS Solutions Architect
- Business Analyst - GIS
- Spatial Database Administrator/Developer

- Senior GIS Professional
- GIS Professional/Analyst
- GIS Graduate

Summary of Technologies relevant to Lot1

The key GIS technologies used by the Contracting Authority are provided under an Enterprise Agreement with ESRI, covering the full suite of ESRI technologies with widespread use of ArcGIS Pro (including extensions), ArcGIS Enterprise, and ArcGIS Online (AGOL). Housing GIS make extensive use of AGOL. Microsoft SQL Server is the primary database platform for GIS-related applications. The Department may also deploy cloud-based infrastructure (Amazon Web Services and Microsoft Azure) for externally hosted solutions and may utilise Government Network based hosting where appropriate. In-house virtual and physical servers are also used for intranet-based applications. The Department holds a subscription agreement for FME and deploys both FME Form and FME Flow. Note that some older versions of software may be identified to allow for legacy systems.

Application development, managed services, and support services are typically delivered through a partnership model. This can encompass the full systems development life cycle, including requirements gathering, system analysis, use-case modelling, functional specification development, database modelling and design, systems design, development, testing, implementation, maintenance, review, and the provision of ongoing managed services. Applications may include, but are not limited to, web-based GIS systems, stand-alone applications, and related geospatial solutions.

For GIS Application Development, Managed Services and Support Services roles, tenderers are required to provide evidence of expertise and experience in each of the relevant technologies, standards and tools (unless specified as optional), technologies and areas of expertise currently used in the Contracting Authority, as listed below:

Note that some software will have versions specifically identified. In these cases, this is considered a minimum version and later versions should be inferred. Software/Technology with no specific version should be considered as being current at the time of publication of this document (for reference Q2 2026):

- Windows 2022/2025 Servers
- Windows 11 Clients
- ESRI ArcGIS Server 11.5 plus versions under Extended Support at the time of publication
- ESRI ArcGIS Pro 3.5 and versions under General Availability at the time of publication
- ESRI ArcGIS Online
- ESRI ArcGIS Online Premium Feature Data Store
- ESRI ArcGIS Online Workflow Manager
- ArcGIS Enterprise 12.0 and versions under General Availability at the time of publication. Including content management, configuration and administration of:
 - ArcGIS Server
 - ArcGIS Enterprise Portal
 - ArcGIS Data Store
- ArcGIS Online Administration:

- GIS content management
- Security
- Users, Groups & Roles
- Content Sharing
- Monitoring of Content Usage
- Monitoring of Content Security
- Monitoring of Resource Usage
- Reporting of Content Usage
- Reporting of Content Security
- Reporting of Resource Usage
- Backup and Recovery
- ArcGIS Online Applications:
 - Experience Builder
 - Story Maps
 - Dashboards
 - Hub
 - Web Editor
 - Mobile Apps: Survey123/Field Maps/Quick Capture/Workforce
 - ArcGIS Solutions
 - Open Data Portal including CKAN and Data.Gov.ie integration
 - Legacy knowledge of Web Application Builder to facilitate migration to Experience Builder
- BI & Analytics:
 - ArcGIS for PowerBI
 - Dashboards
 - Report Builder
 - ArcGIS for Sharepoint
 - ArcGIS Business Analyst
- Smart Web Editing: (This is not mandatory but should be identified if the capability exists. Housing GIS deploys Sweet for GIS and some existing and planning projects will require this capability)
 - Sweet for ArcGIS
- ESRI mobile apps including Survey 123, Field Maps, and Quick Capture
- ESRI/ArcGIS APIs including: ArcGIS API for JavaScript 4.x, ArcGIS API for Python 2.4, Arcade
- App Builders and Templates including Experience Builder (Online & Developer Edition), App Builders, ArcGIS for Power Platform, Microsoft Fabric and other ArcGIS Developer Toolkit and technologies
- Integration with Departmental line of business applications including but not limited to Power Platform, Power BI, and SharePoint
- Web orchestration and workflow platforms
 - Make
 - Microsoft Power Automate
 - ESRI ArcGIS Online Workflow Manager

- Python, Python Notebooks and the ArcGIS API for Python (Anaconda is deployed in some Housing applications)
- ArcGIS Pro Task Configuration
- ArcGIS Model Builder
- ESRI Mobile Runtime SDKs (iOS and Android)
- SQL Server 2019 and later
- Enterprise GeoDatabases
- Enterprise services (RESTful Web Services, Network and Security concepts)
- Virtual and Cloud environments including AWS and Azure (public & private):
 - Server Virtualisation
 - VM Image management
 - Load Balancing and Web Application Firewall (WAF)
 - Virtual Networks, Security Groups & Subnets
 - Virtual Disk Management & Cloud File Stores
 - Cloud native databases
 - DNS Management
 - ESRI ArcGIS Cloud builder for AWS and Azure
 - Platform as a Service (PaaS) RDBMS – including RDS SQL and Azure SQL
 - Cloud functions – Including AWS Lambda, Azure Functions
- Managed Services (including but not limited to):
 - Systems monitoring
 - Backups
 - Security
 - Upgrades and patching
 - Disaster recovery
 - Access management for third parties
 - Refreshing pre-production and production environments
 - Monitoring, maintenance and upgrades
 - Load testing and capacity planning
 - Secure channel communications and encryption
 - User Authentication methodologies including Oauth and IWA (SAML)
- Web development
- FME Server and Desktop (Professional/ESRI/Database Editions)
- Visual Studio Code, Visual Studio 2017 and later
- Microsoft Office 2016 onwards and 365
- OGC/Open services and standards (CSW, WMS and WFS, WMTS, JSON)
- Modern web development frameworks including HTML 5, Javascript, JQuery, REACT, and Typescript
- XML/XSD
- Transport Layer Security & HTTPS web security models
- Database (RDBMS and SQL knowledge)
- Software Engineering Design Principles, Tools and Methods
 - GIS (ESRI products, GIS concepts)

- UML
 - Software component design
 - Automated testing tools and frameworks
 - Structured development methodologies
 - Understanding code versioning and management
 - Understanding configuration, automated build & release management
 - Understanding of third-party Geospatial APIs
 - Linux platform (Optional)
 - PostgreSQL (Optional)
 - C# (Optional)
- GeoNetworks 3.x/4.x (Optional)
 - INSPIRE Services (Optional) (e.g. Discovery, View, Download, Transformation etc.)
 - ESRI GeoAI capabilities such as pretrained deep learning models (Optional)

ROLES

Description of Roles for Lot 1. Geographic Information System (“GIS”) Application Development, Managed Services and Support Services

This section provides additional detail on the roles required for Lot 1. The following describe the typical responsibilities per role.

Project Manager

To manage the overall delivery of work packages to the Framework Clients, including the planning and monitoring of project progress and the delivery of project documentation (status reports, issue/risk logs, etc.). This role will ensure conformance to project management standards.

The Project Manager must:

- Have a recognised academic or professional qualification in Project Management such as PMP, PRINCE2, APM/IPMA, DSDM ATERN etc.
 - Have in excess of 5 years of project management experience.
- It would be advantageous to have experience in managing Government or Local Authority projects.

The typical responsibilities of this resource will include:

- Delivery of projects to agreed costs and timescales;
- Provision of project planning skills;
- Management of overall project plans;
- Management of risks and issues and timely escalation to the Contracting Authority’s senior responsible officer for that project where appropriate;
- Management of project scope via change control as appropriate;
- Provision of leadership for the project team;
- Identification of suitable resources/timescales required to enable delivery of system, RFC’s and bug fixes;
- Management of the team members’ day to day activities to meet project costs and milestones;
- Maintain strong lines of communication with the Contracting Authority and Project Team;
- Managing expectations in a professional manner;

- Ensuring overall quality of the deliverables to client;
- Reporting of progress/issues as required by the Framework Client's project management team;
- The maintenance of project documentation

GIS Developer

To design, develop, modify and manage GIS based applications within the Contracting Authority's chosen technological environment. A full list of development technologies is set out in this appendix 1.

GIS developers must:

- Have in excess of 5 years of GIS Development experience
- Have at least 3 years of experience in developing solutions using the ESRI product set and use of the ESRI APIs

The typical responsibilities of the GIS Developer will include:

- Analysis of GIS application requirements;
- Understanding of the software development life cycle including requirements analysis, use case modelling, development of functional specifications, database modelling and design, process modelling, structured programming techniques, and testing;
- Development of software to meet user requirements as per agreed Requirement Specification or Project/Change Request;
- Design of various system architectures and evaluation of their relative merits;
- Detailed design, documentation and delivery of selected technical solution;
- The configuration/development of software to deliver GIS functionality. In particular, the incorporation of ArcGIS Enterprise, ArcGIS Online and their extensions. The key technologies are the latest versions of ESRI API's and SDKs including but not limited to ArcGIS API for JavaScript, Python, App Builders and Templates including Experience Builder (Online & Developer Edition), and AppStudio Developer Toolkit.
- Scripting and automation.
- Configuration and release management;
- Use of virtual machines/servers;
- The integration of mapping components into existing reporting and web applications;
- Knowledge and experience of relational database products and their application to GIS solutions;
- Knowledge and experience of ESRI Datastores
- Application deployment on SQL server and other RDBMS
- Knowledge and experience of FME for data transformation and Workflow Automation
- Development on mobile GIS platforms (iOS and android);
- Testing of implemented solutions through unit tests, integration tests, system tests and user acceptance tests and on into application support;
- Testing, debugging and performance tuning of applications;
- Tracking GIS and related development technologies on behalf of the client;
- On-site problem solving and development;
- Preparation of Technical Documentation;
- The maintenance of all relevant code components and project documentation;
- Adherence to standards, and architecture guidelines as specified by the GIS Solutions Architect / Project Manager

GIS Solutions Architect

To oversee technical development and deployment of GIS projects within the Framework Client.
To analyse project requirements and liaise with project teams within and external to the Framework Client for the delivery of enterprise solutions and their component architectures (data scalability, sizing, integration of ESRI technology with corporate databases and enterprise architectures, Internet delivery, software development, hardware requirements);

The GIS Solutions Architect must have:

- In excess of 5 years of experience working with ESRI technology solutions;

The typical responsibilities of the GIS Architect will include:

- The provision of advice and recommendation into the strategic direction of the Framework Client in terms of the use of up-to-date GIS related technologies and mainstream ICT technologies, standards, processes and techniques;
- Strong business analysis capabilities;
- The specification of high-level GIS architectures and demonstrable knowledge of the ArcGIS Well-Architected Framework <https://architecture.arcgis.com/en/>
- Responsibility for the technical solution for the full project lifecycle;
- Define GIS reference models (services, data, and application) for the Contracting Authority's projects
- Liaising with external organisations to ensure effective interaction and integration of information to and from the organisation;
- Supporting the publication of spatial data in Intranet or Internet platforms including public and private cloud infrastructures;
- Oversee development activities to ensure implementations are in line with required architecture;
- The maintenance of project documentation;
- The review of design specifications, and systems architectures and other design and development documentation as required;
- Reporting to the project manager

Business Analyst - GIS

Identify core business objective, structures, policies and operations within the Framework Client's business units in order to discover whether GIS can assist those units achieve their core objectives in a way that is effective, efficient and value for money.

Engage fully with GIS unit stakeholders, communicate clearly, translate technical concepts into plain language and understand user needs. They should be able to facilitate discussions, gather requirements and clarify expectations so that spatial solutions align with operational, policy and organisational goals.

The GIS Business Analyst must have:

- Experience with recognised systems development and business analysis methodologies and methods
- At least three years of experience with GIS projects

The typical responsibilities of the GIS Business Analyst will include:

- Analyse and define existing objectives, structures and operations;
- Liaison with project stakeholders and project team;
- Requirements analysis and evaluation;
- Business process modelling;

- Systems analysis;
- Production and revision of a requirements specification detailing functional and non-functional requirement;
- Use case modelling;
- The maintenance of project documentation;
- Work with Project SRO and Project Manager to prioritise and agree on developments;
- Work with project team to create Functional Specification for the project;
- Creation of Project Closure Reports with Project Manager.

Spatial Database Administrator/Developer

To provide support to the Framework Client on core spatial database issues (design, data load, performance monitoring, tuning, maintenance).

The Spatial Database Developer must have:

- Certification from a recognised SQL Server training provider (MCSA SQL server or later) OR at least 5 years' demonstrable evidence of having worked in a Spatial Database Administrator/Developer role.
- In excess of 3 years' experience working with ESRI technology solutions for spatial databases;
- At least 3 years' experience working with SQL Server;
- Experience other database solutions and technologies is an advantage. This may include but not be limited to Oracle, PostgreSQL, Amazon RDS, Azure SQL database, Cloud native databases, SQLite, PostgreSQL, Filemaker etc)

The typical responsibilities of the Spatial Database Developer/Analyst will include:

- The support, design, architecture, development and operation of spatial database systems to meet specified requirements;
- Liaison with the Framework Client on the implementation of GIS database schemas;
- Development of data dictionaries, schemas, conceptual models, logical models etc
- To advise on and implement the integration of ArcGIS Server with the Contracting Authority's existing data models on SQL server including interaction with the spatial data by end users in a multiuser environment;
- Creating load routines to load data and performance of data loads as required;
- Performance tuning on ArcGIS server;
- Performance tuning on ArcGIS Online;
- Testing GIS systems developed to ensure that all requirements are met, and document all tests and their outputs;
- Create support documentation as required;
- The maintenance of all relevant code and project documentation;
- Experience of completing tasks to achieve time, cost and quality targets

Senior GIS Professional

The typical responsibilities of the Senior GIS Professional will include: Carrying out core GIS tasks (system administration, service development, data management and collection, data analysis and visualisation) and to act as point of contact within the Framework Client for GIS related issues). Where applicable, responsibilities may include liaising with external organisations to ensure effective exchange of information and integration of services.

The Senior GIS Professional must have:

- At least 5 years of professional GIS Experience
- At least 3 years of recent experience working with ESRI technology, such as ArcGIS Pro, ArcGIS Enterprise, and/or ArcGIS Online.
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in GIS, Geoinformatics, Computer Science, Data Analytics or other relevant discipline that includes a major GIS component in the final year. Where the primary qualification is not in GIS, the vendor must provide evidence that GIS constituted a major component of their nominated resources studies.

Where a proposed candidate does not have a GIS-specific Level 8 qualification, they must meet the following requirements:

- At least 7 years of professional GIS Experience
- At least 3 years of recent experience working with ESRI technology
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in a discipline that included a GIS and/or spatial analysis component equating to the equivalent of 15 ECTS credits.

Characteristics of this resource will include:

- A thorough understanding of the Framework Client's GIS technology platform including ArcGIS Online, ArcGIS Enterprise/ Portal for ArcGIS and ArcGIS Pro at current revision levels
- Experience of ArcGIS Online Administration and ArcGIS Online Applications; including Experience Builder, Hub, Dashboards, and Story Maps
- Experience of ESRI Mobile Apps: Survey123/Field Maps/Quick Capture
- Experience of the configuration and deployment of GIS software, in particular the ESRI product suite;
- Experience and understanding of licence configuration and management in relation to ESRI software;
- Experience in the design and implementation of GIS solutions using Model Builder and Python Scripting;
- Experience with ESRI's raster and vector analysis toolkits;
- Experience with FME
- General application of GIS technology and data;
- Cartography and map representation;
- Design, implementation, test and commissioning of Web Services using ESRI ArcGIS Server a, Portal for ArcGIS and ArcGIS online;
- Expertise in best current practice in data management and analysis
- OGC/Open services and standards
- Knowledge of and use of Virtual Machines/Servers;
- Knowledge and experience of relational database products and their application to GIS solutions;
- Experience of the configuration and deployment of bespoke software solutions including an understanding of the software development life and configuration and release management techniques;
- Implementation of spatial databases using GeoDatabase schema methods;
- Testing of implemented solutions through unit tests, integration tests, system tests and user acceptance tests and on into application support;
- Setting up working projects with the Framework Client's Staff;
- Encouraging the use and integration of GIS in daily work practices;

- Skills transfer and training;
- On-site problem solving and development;
- A clear understanding of the requirements of the EU INSPIRE Directive reporting;
- Experience of completing tasks to achieve time, cost and quality targets
- The ability to engage fully with GIS unit stakeholders, communicate clearly, translate technical concepts into plain language and understand user needs. They should be able to facilitate discussions, gather requirements and clarify expectations so that spatial solutions align with operational, policy and organisational goals.

Note that in addition to these core skills and characteristics the ideal resources will have additional, demonstrable, capabilities, both academic and technological, across a range of areas depending on the specifics of a particular project. These include:

- Geospatial quantitative methods and modelling for socioeconomic/geodemographic data ideally including small-area and CSO data
- Geomatics
- Visualisation including experience with BI applications
- Planning
- Local Authority experience
- Geocoding
- Analytics

It is understood that it is unlikely that any individual resource will possess all of the additional capabilities or that all GIS resources will have expertise in these areas. Tenderers should identify the additional capabilities their resources possess and the numbers of resources that possess the capabilities listed. Framework mini-competitions will state any specific additional requirements.

GIS Professional/Analyst

The typical responsibilities of the GIS Analyst will include:

Carrying out core GIS tasks such as data preparation, data collection, data analysis, visualisation and output. Where applicable, responsibilities may include liaising with external organisations to ensure effective exchange of information and integration of services.

The GIS Analyst must have:

- At least 3 years GIS Experience
- In excess of 2 years of industry experience working with ESRI technology, such as ArcGIS Pro, ArcGIS Enterprise, and/or ArcGIS Online.
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in GIS, Geoinformatics, Computer Science, Data Analytics or other relevant discipline that includes a major GIS component in the final year. Where the primary qualification is not in GIS, the vendor must provide evidence that GIS constituted a major component of their nominated resources studies.

Where a proposed candidate does not have a GIS-specific Level 8 qualification, they must meet the following requirements:

- At least 4 years of professional GIS Experience
- At least 2 years of recent experience working with ESRI technology
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ)

or NARIC Ireland Foreign Qualifications equivalent, in a discipline that included a GIS and/or spatial analysis component equating to the equivalent of 15 ECTS credits.

Characteristics of this resource will include:

- A thorough understanding of the Framework Client's GIS technology platform including ArcGIS Online, ArcGIS Enterprise/ Portal for ArcGIS and ArcGIS Pro at current revision levels
- Experience of ArcGIS Online Applications; including Experience Builder, Hub, Dashboards, and Story Maps
- Experience of ESRI Mobile Apps: Survey123/Field Maps/Quick Capture
- Experience of the configuration and deployment of GIS software, in particular the ESRI product suite;
- Experience in the design and implementation of GIS solutions using Model Builder and Python Scripting;
- Experience with ESRI's raster and vector analysis toolkits
- Experience with FME
- General application of GIS technology and data;
- Cartography and map representation;
- Design, implementation, test and commissioning of Web Services using ESRI ArcGIS Server a, Portal for ArcGIS and ArcGIS online;
- Expertise in best current practice in data management and analysis
- OGC/Open services and standards
- Knowledge of and use of Virtual Machines/Servers;
- Knowledge and experience of relational database products and their application to GIS solutions;
- Implementation of spatial databases using GeoDatabase schema methods;
- Setting up working projects with the Framework Client's staff;
- Encouraging the use and integration of GIS in daily work practices;
- Skills transfer and training;
- On-site problem solving and development;
- A clear understanding of the requirements of the EU INSPIRE Directive reporting;
- Experience of completing tasks to achieve time, cost and quality targets
- The ability to engage fully with GIS unit stakeholders, communicate clearly, translate technical concepts into plain language and understand user needs. They should be able to facilitate discussions, gather requirements and clarify expectations so that spatial solutions align with operational, policy and organisational goals.

Note that in addition to these core skills and characteristics the ideal resources will have additional, demonstrable, capabilities, both academic and technological, across a range of areas depending on the specifics of a particular project. These include:

- Geospatial quantitative methods and modelling for socioeconomic geodemographic data ideally including small-area and CSO data.
- Geomatics
- Visualisation including experience with BI applications
- Planning
- Experience with Local Authority projects and data
- Geocoding
- Analytics

It is understood that it is unlikely that any individual resource will possess all of the additional capabilities or that all GIS resources will have expertise in these areas. Tenderers should identify the additional capabilities their resources possess and the numbers of resources that possess the capabilities listed. Framework mini-competitions will state any specific additional requirements.

GIS Graduate

This is a junior position primarily for data capture, basic GIS tasks and general project support. Where applicable, responsibilities may include liaising with external organisations to ensure effective import and export of information.

The GIS graduate must have:

- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in GIS, Geoinformatics, Computer Science, Data Analytics or other relevant discipline that includes a major GIS component in the final year. Where the primary qualification is not in GIS, the vendor must provide evidence that GIS constituted a major component of their nominated resources studies.

- Evident experience with the ArcGis Pro and ArcGIS Online suite and a high level of IT literacy

Ideally the GIS graduate will have a minimum of 6 months' work experience facilitating and delivering business projects.

Characteristics of this resource will include:

- Data capture according to established procedures, performing quality control and monitoring of data accuracy
- Experience with ESRI's raster and vector analysis toolkits
- Data management skills
- General application of GIS technology and data;
- Cartography and map representation;
- Must be capable of prioritising workload in order to achieve targets;
- Track progress against pre-defined schedules;

Lot 2 Requirements

Lot 2. GIS Specialists

This Lot is designed to provide resource augmentation to the Contracting Authority's GIS team.

GIS professionals and graduates will be required for number of reasons, including but not limited to:

- supplementing existing project teams;
- providing general geospatial support;
- managing "out-of-the-box" AGOL/Portal projects.

The professionals and graduates required include the following specialists:

- Senior GIS Professional
- GIS Professional/Analyst
- GIS Graduate

Projects may be across any of the Framework Clients business units. There will a requirement in some instances to provide fulltime on-premises resources.

The key GIS technologies used by the Framework Clients are covered by a licence agreement between the Minister and ESRI for the full range of ESRI software (ArcGIS Pro plus extensions, ArcGIS Enterprise and

ArcGIS online). These resources require the input of a contractor with a high level of core GIS skills and qualifications. The tender must have demonstrable experience and capabilities, both academic and technological, across a range of areas depending on the specifics of a particular project, including but not limited to:

- Geospatial quantitative methods and modelling for socioeconomic geodemographic data ideally including small-area and CSO data.
- Geomatics
- Visualisation including experience with BI applications
- Planning
- Experience with Local Authority projects and data
- Geocoding
- Analytics
- GeoBIM

Lot 2 Technologies

Summary of Technologies relevant to Lot 2

- ESRI ArcGIS Pro (current release)
- ESRI ArcGIS Online
- ArcGIS Enterprise Portal and ArcGIS DataStore
- Portal/AGOL content management best practice
- ArcGIS Online Applications:
 - Experience Builder
 - Story Maps
 - Dashboards
 - Hub
 - Mobile Apps: Survey123/Field Maps/Quick Capture/Workforce
 - ArcGIS Solutions
 - ArcGIS Instant Apps
 - Open Data Portal
- Service publication best practice
- ArcGIS Model Builder & ArcGIS Pro Tasks
- SQL Server 2019 and later (Optional)
- Enterprise Geodatabases (Optional)
- Enterprise Service (RESTful Web Services, Network and Security concepts) (Optional)
- Python, Python Notebooks and the ArcGIS API for Python
- Microsoft Office 2016 onwards and 365
- Database (RDBMS and SQL knowledge)
- GIS (ESRI products, GIS concepts)
- OGC/Open services and standards (CSW, WMS and WFS, WMTS, JSON)
- Windows Server at latest revisions (Virtual and Physical)
- INSPIRE Standards and services (Optional)

Description of Roles for Lot 2. GIS Specialists

This section provides additional detail on the roles required for Lot 2. The following describes the typical responsibilities per role.

Senior GIS Professional

The typical responsibilities of the Senior GIS Professional will include: Carrying out core GIS tasks (system administration, service development, data management and collection, data analysis and visualisation) and to act as point of contact within the Framework Client for GIS related issues). Where applicable, responsibilities may include liaising with external organisations to ensure effective exchange of information and integration of services.

The Senior GIS Professional must have:

- At least 5 years of professional GIS Experience
- At least 3 years of recent experience working with ESRI technology, such as ArcGIS Pro, ArcGIS Enterprise, and/or ArcGIS Online.
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in GIS, Geoinformatics, Computer Science, Data Analytics or other relevant discipline that includes a major GIS component in the final year. Where the primary qualification is not in GIS, the vendor must provide evidence that GIS constituted a major component of their nominated resources studies.

Where a proposed candidate does not have a GIS-specific Level 8 qualification, they must meet the following requirements:

- At least 7 years of professional GIS Experience
- At least 3 years of recent experience working with ESRI technology
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in a discipline that included a GIS and/or spatial analysis component equating to the equivalent of 15 ECTS credits.

Characteristics of this resource will include:

- A thorough understanding of the Framework Client's GIS technology platform including ArcGIS Online, ArcGIS Enterprise/ Portal for ArcGIS and ArcGIS Pro at current revision levels
- Experience of ArcGIS Online Administration and ArcGIS Online Applications; including Experience Builder, Hub, Dashboards, and Story Maps
- Experience of ESRI Mobile Apps: Survey123/Field Maps/Quick Capture
- Experience of the configuration and deployment of GIS software, in particular the ESRI product suite;
- Experience and understanding of licence configuration and management in relation to ESRI software;
- Experience in the design and implementation of GIS solutions using Model Builder and Python Scripting;
- Experience with ESRI's raster and vector analysis toolkits;
- Experience with FME
- General application of GIS technology and data;
- Cartography and map representation;
- Design, implementation, test and commissioning of Web Services using ESRI ArcGIS Server a, Portal for ArcGIS and ArcGIS online;
- Expertise in best current practice in data management and analysis
- OGC/Open services and standards
- Knowledge of and use of Virtual Machines/Servers;

- Knowledge and experience of relational database products and their application to GIS solutions;
- Experience of the configuration and deployment of bespoke software solutions including an understanding of the software development life and configuration and release management techniques;
- Implementation of spatial databases using GeoDatabase schema methods;
- Testing of implemented solutions through unit tests, integration tests, system tests and user acceptance tests and on into application support;
- Setting up working projects with the Framework Client's Staff;
- Encouraging the use and integration of GIS in daily work practices;
- Skills transfer and training;
- On-site problem solving and development;
- A clear understanding of the requirements of the EU INSPIRE Directive reporting;
- Experience of completing tasks to achieve time, cost and quality targets
- The ability to engage fully with GIS unit stakeholders, communicate clearly, translate technical concepts into plain language and understand user needs. They should be able to facilitate discussions, gather requirements and clarify expectations so that spatial solutions align with operational, policy and organisational goals.

Note that in addition to these core skills and characteristics the ideal resources will have additional, demonstrable, capabilities, both academic and technological, across a range of areas depending on the specifics of a particular project. These include:

- Geospatial quantitative methods and modelling for socioeconomic/geodemographic data ideally including small-area and CSO data
- Geomatics
- Visualisation including experience with BI applications
- Planning
- Local Authority experience
- Geocoding
- Analytics

It is understood that it is unlikely that any individual resource will possess all of the additional capabilities or that all GIS resources will have expertise in these areas. Tenderers should identify the additional capabilities their resources possess and the numbers of resources that possess the capabilities listed. Framework mini-competitions will state any specific additional requirements.

GIS Professional/Analyst

The typical responsibilities of the GIS Analyst will include:

Carrying out core GIS tasks such as data preparation, data collection, data analysis, visualisation and output. Where applicable, responsibilities may include liaising with external organisations to ensure effective exchange of information and integration of services.

The GIS Analyst must have:

- At least 3 years GIS Experience
- In excess of 2 years of industry experience working with ESRI technology, such as ArcGIS Pro, ArcGIS Enterprise, and/or ArcGIS Online.
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in GIS, Geoinformatics, Computer Science,

Data Analytics or other relevant discipline that includes a major GIS component in the final year. Where the primary qualification is not in GIS, the vendor must provide evidence that GIS constituted a major component of their nominated resources studies.

Where a proposed candidate does not have a GIS-specific Level 8 qualification, they must meet the following requirements:

- At least 4 years of professional GIS Experience
- At least 2 years of recent experience working with ESRI technology
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in a discipline that included a GIS and/or spatial analysis component equating to the equivalent of 15 ECTS credits.

Characteristics of this resource will include:

- A thorough understanding of the Framework Client's GIS technology platform including ArcGIS Online, ArcGIS Enterprise/ Portal for ArcGIS and ArcGIS Pro at current revision levels
- Experience of ArcGIS Online Applications; including Experience Builder, Hub, Dashboards, and Story Maps
- Experience of ESRI Mobile Apps: Survey123/Field Maps/Quick Capture
- Experience of the configuration and deployment of GIS software, in particular the ESRI product suite;
- Experience in the design and implementation of GIS solutions using Model Builder and Python Scripting;
- Experience with ESRI's raster and vector analysis toolkits
- Experience with FME
- General application of GIS technology and data;
- Cartography and map representation;
- Design, implementation, test and commissioning of Web Services using ESRI ArcGIS Server a, Portal for ArcGIS and ArcGIS online;
- Expertise in best current practice in data management and analysis
- OGC/Open services and standards
- Knowledge of and use of Virtual Machines/Servers;
- Knowledge and experience of relational database products and their application to GIS solutions;
- Implementation of spatial databases using GeoDatabase schema methods;
- Setting up working projects with the Framework Client's staff;
- Encouraging the use and integration of GIS in daily work practices;
- Skills transfer and training;
- On-site problem solving and development;
- A clear understanding of the requirements of the EU INSPIRE Directive reporting;
- Experience of completing tasks to achieve time, cost and quality targets
- The ability to engage fully with GIS unit stakeholders, communicate clearly, translate technical concepts into plain language and understand user needs. They should be able to facilitate discussions, gather requirements and clarify expectations so that spatial solutions align with operational, policy and organisational goals.

Note that in addition to these core skills and characteristics the ideal resources will have additional, demonstrable, capabilities, both academic and technological, across a range of areas depending on the specifics of a particular project. These include:

- Geospatial quantitative methods and modelling for socioeconomic geodemographic data ideally including small-area and CSO data.
- Geomatics
- Visualisation including experience with BI applications
- Planning
- Experience with Local Authority projects and data
- Geocoding
- Analytics

It is understood that it is unlikely that any individual resource will possess all of the additional capabilities or that all GIS resources will have expertise in these areas. Tenderers should identify the additional capabilities their resources possess and the numbers of resources that possess the capabilities listed. Framework mini-competitions will state any specific additional requirements.

GIS Graduate

This is a junior position primarily for data capture, basic GIS tasks and general project support. Where applicable, responsibilities may include liaising with external organisations to ensure effective import and export of information.

The GIS graduate must have:

- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in GIS, Geoinformatics, Computer Science, Data Analytics or other relevant discipline that includes a major GIS component in the final year. Where the primary qualification is not in GIS, the vendor must provide evidence that GIS constituted a major component of their nominated resources studies.
- Evident experience with the ArcGis Pro and ArcGIS Online suite and a high level of IT literacy

Ideally the GIS graduate will have a minimum of 6 months' work experience facilitating and delivering business projects.

Characteristics of this resource will include:

- Data capture according to established procedures, performing quality control and monitoring of data accuracy
- Experience with ESRI's raster and vector analysis toolkits
- Data management skills
- General application of GIS technology and data;
- Cartography and map representation;
- Must be capable of prioritising workload in order to achieve targets;
- Track progress against pre-defined schedules;

Lot 3 Requirements

Lot 3. FME Professional

This Lot is designed to provide resource augmentation to the Contracting Authority's GIS team via the provision of FME expertise such as the development of Extract, Transform and Load (ETL) workbenches for data integration, data transformation and workflow automation.

This role may be deployed as part of a blended team or as a standalone role. The Contracting Authority has deployed both FME Form and Flow, FME is also deployed by Local Authorities and Contracting Authority projects extend to the creation of ETL tasks on these instances. Projects may use

FME as a standalone technology or integrated with elements of the ESRI technology stack. Projects may include data transformation and migration (“ETL”), workflow automation and systems integration. FME professionals may also be required to support non-spatial ETL projects while assisting the Statistics and Data Analytics Unit. INSPIRE data harmonisation and schema translation may also feature. There will be a requirement in some instances to provide fulltime on-premises resources.

Summary of Technologies relevant to Lot 3

- FME Form (current versions)
- FME Flow & FME Flow Hosted (current versions)
- Data transformations and migration
- Workflow Automation
- System integration
- Familiarity with ESRI ArcGIS Pro at current versions
- Familiarity with ESRI ArcGIS Online
- Familiarity with ArcGIS Enterprise and ArcGIS DataStore at current versions
- Familiarity with ArcGIS Data Pipelines
- Familiarity with ArcGIS Notebooks
- SQL Server 2019 and later
- General RDBMS, SQL and Schema capabilities
- Enterprise Service (RESTful Web Services)
- Python
- Microsoft Office 2016 onwards and 365
- GIS concepts
- OGC/Open services and standards (CSW, WMS and WFS, WMTS, JSON)

Description of Roles for Lot 3

This section provides additional detail on the roles required for Lot 3. The following describes the typical responsibilities per role.

FME Professional

The typical responsibilities of the FME professional will include:

Core FME tasks such as data transformation and migration (ETL), workflow automation and systems integration. Their responsibilities may include liaising with external organisations to ensure effective import and export of information. This role may be deployed in conjunction with other lots within the framework or on self-contained projects. Examples of overlaps might include INSPIRE data harmonisation and schema Translation or ETL components of application development.

Essential requirements:

- A 3rd level qualification e.g., degree/HND or equivalent in a subject which included a significant element of GIS, Computing, or Data Analytics
- Hold FME professional certification
- In excess of 3 years of experience working with FME technology

Characteristics of this resource will include:

- A thorough understanding of the FME product suite at current revision levels
- Experience of the configuration and deployment of FME software

- Familiarity with ESRI technology including geodatabases, ArcGIS Server. ArcGIS online and ESRI REST services
- Experience with workspaces and complex ETL processes in involving workflow automation and web services
- General application of GIS technology and data;
- Expertise in current best practice in data management
- OGC/Open services and standards
- Knowledge of and use of Virtual Machines/Servers
- Knowledge and experience of relational database products, schema design and their application to GIS solutions
- Experience in the testing of implemented solutions through unit tests, integration tests, system tests and user acceptance tests and on into application support
- Skills transfer and training
- On-site problem solving and development
- A clear understanding of the requirements of the EU INSPIRE Directive reporting (Optional)
- Experience of completing tasks to achieve time, cost and quality targets
- Experience in working with Local Authority systems and data
- The ability to work in a collaborative manner within a blended team

Lot 4 Requirements

Lot 4. GIS Professional Services – Rapid Short Form Engagements (RSFE)

This Lot is intended to provide rapid access to GIS professional services to support small-scale, immediate or emerging needs. Services may be required at short notice and will typically involve focused pieces of work with defined outcomes and short delivery timeframes.

Resources may be required to work independently or alongside internal teams to deliver clearly defined outputs.

Drawdowns under this Lot will be awarded via a rotation mechanism (and in certain limited circumstances by direct award) and will not exceed a value of €25,000 per assignment.

Tenderers are required to nominate one single, named individual GIS Professional (RSFE) who will be responsible for the delivery of all services under any drawdown awarded. This Lot is intended to support delivery by an identified individual, and therefore only one resource may be proposed per response. Tenderers may not propose multiple individuals or alternative resources.

The individual named in the response will be the resource used for all assignments under this Lot, and substitution will not be permitted. Tenderers should ensure that the proposed individual has the appropriate breadth of skills and availability to undertake the requirements of this Lot for its duration. The professional required for this lot:

- GIS Professional (RSFE)

Projects may be across any of the Framework Clients business units. There may be a requirement in some instances to meet on premise for requirements sessions, workshops, etc.

The key GIS technologies used by the Framework Clients are covered by a licence agreement between the Minister and ESRI for the full range of ESRI software (ArcGIS Pro plus extensions, ArcGIS Enterprise and ArcGIS online). These resources require the input of a contractor with a high level of core GIS skills

and qualifications. The tender must have demonstrable experience and capabilities, both academic and technological, across a range of areas depending on the specifics of a particular project, including but not limited to:

- Geospatial quantitative methods and modelling for socioeconomic geodemographic data ideally including small-area and CSO data.
- Geomatics
- Visualisation including experience with BI applications
- Planning
- Experience with Local Authority projects and data
- Geocoding
- Analytics

Summary of Technologies relevant to Lot 2

- ESRI ArcGIS Pro (current release)
- ESRI ArcGIS Online
- ArcGIS Enterprise Portal and ArcGIS DataStore
- Portal/AGOL content management best practice
- ArcGIS Online Applications:
 - Experience Builder
 - Story Maps
 - Dashboards
 - Hub
 - Mobile Apps: Survey123/Field Maps/Quick Capture/Workforce
 - ArcGIS Solutions
 - ArcGIS Instant Apps
 - Open Data Portal
- FME Form and Flow
- Data transformations and migration
- Workflow Automation
- Service publication best practice
- ArcGIS Model Builder & ArcGIS Pro Tasks
- SQL Server 2019 and later (Optional)
- Enterprise Geodatabases (Optional)
- Enterprise Service (RESTful Web Services, Network and Security concepts) (Optional)
- Python, Python Notebooks and the ArcGIS API for Python
- Microsoft Office 2016 onwards and 365
- Database (RDBMS and SQL knowledge)
- GIS (ESRI products, GIS concepts)
- OGC/Open services and standards (CSW, WMS and WFS, WMTS, JSON)
- Windows Server at latest revisions (Virtual and Physical)

GIS Professional (RSFE)

GIS professionals appointed under this Lot must be capable of independently gathering and refining requirements from stakeholders. Projects may include GIS requirements analysis, geospatial analysis, automation, ETL, configuring or developing AGOL applications, training and other technical outputs as

required.

Resources must demonstrate a broad GIS skill set and the ability to deliver end-to-end solutions independently or with minimal oversight. They should be capable of engaging directly with stakeholders and providing concise progress updates. Where applicable, responsibilities may include liaising with external organisations to ensure effective exchange of information and integration of services.

Assignments will typically be short in duration, outcome-focused, and delivered with minimal ramp-up time.

The GIS Professional (RSFE) must have:

- At least 5 years of professional GIS Experience
- At least 3 years of recent experience working with ESRI technology, such as ArcGIS Pro, ArcGIS Enterprise, and/or ArcGIS Online.
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in GIS, Geoinformatics, Computer Science, Data Analytics or other relevant discipline that includes a major GIS component in the final year. Where the primary qualification is not in GIS, the vendor must provide evidence that GIS constituted a major component of their nominated resources studies.

Where a proposed candidate does not have a GIS-specific Level 8 qualification, they must meet the following requirements:

- At least 7 years of professional GIS Experience
- At least 3 years of recent experience working with ESRI technology
- A third level qualification at minimum Level 8 on the National Framework of Qualifications (NFQ) or NARIC Ireland Foreign Qualifications equivalent, in a discipline that included a GIS and/or spatial analysis component equating to the equivalent of 15 ECTS credits.

Characteristics of this resource will include:

- A thorough understanding of the Framework Client's GIS technology platform including ArcGIS Online, ArcGIS Enterprise/ Portal for ArcGIS and ArcGIS Pro at current revision levels
- Experience of ArcGIS Online Administration and ArcGIS Online Applications; including Experience Builder, Hub, Dashboards, and Story Maps
- Experience of ESRI Mobile Apps: Survey123/Field Maps/Quick Capture
- Experience of the configuration and deployment of GIS software, in particular the ESRI product suite;
- Experience and understanding of licence configuration and management in relation to ESRI software;
- Experience in the design and implementation of GIS solutions using Model Builder and Python Scripting;
- Experience with ESRI's raster and vector analysis toolkits;
- Experience with FME
- General application of GIS technology and data;
- Cartography and map representation;
- Design, implementation, test and commissioning of Web Services using ESRI ArcGIS Server a, Portal for ArcGIS and ArcGIS online;
- Expertise in best current practice in data management and analysis
- OGC/Open services and standards
- Knowledge of and use of Virtual Machines/Servers;

- Knowledge and experience of relational database products and their application to GIS solutions;
- Experience of the configuration and deployment of bespoke software solutions including an understanding of the software development life and configuration and release management techniques;
- Implementation of spatial databases using GeoDatabase schema methods;
- Testing of implemented solutions through unit tests, integration tests, system tests and user acceptance tests and on into application support;
- Setting up working projects with the Framework Client's Staff;
- Encouraging the use and integration of GIS in daily work practices;
- Skills transfer and training;
- On-site problem solving and development;
- A clear understanding of the requirements of the EU INSPIRE Directive reporting;
- Experience of completing tasks to achieve time, cost and quality targets
- The ability to engage fully with GIS unit stakeholders, communicate clearly, translate technical concepts into plain language and understand user needs. They should be able to facilitate discussions, gather requirements and clarify expectations so that spatial solutions align with operational, policy and organisational goals.

Note that in addition to these core skills and characteristics the ideal resources will have additional, demonstrable, capabilities, both academic and technological, across a range of areas depending on the specifics of a particular project. These include:

- Geospatial quantitative methods and modelling for socioeconomic/geodemographic data ideally including small-area and CSO data
- Geomatics
- Visualisation including experience with BI applications
- Planning
- Local Authority experience
- Geocoding
- Analytics

All Lots

It is understood that it is unlikely that any individual resource will possess all of the additional capabilities or that all GIS resources will have expertise in these areas. Tenderers should identify the additional capabilities their resources possess and the numbers of resources that possess the capabilities listed. Framework mini-competitions and drawdown by rotation process or direct drawdown process will state any specific additional requirements.

Appendix 2: Pricing Schedule

5. Cost Proposal (300 marks available)

Tenderers must, using the Tender Response Document (TRD), complete the pricing schedule, in respect of all Lots that they are tendering for by, in the case of Lots 1, 2 and 3 inserting their maximum daily rates for the specified resources. The rates tendered must be the maximum chargeable and will form the basis for the evaluation of the tender for admittance into the Framework. However, successful tenderers (Framework Members) will be free to propose lower rates for mini competitions. The rates being quoted in mini competitions must be appropriate to the experience of the candidate(s) being proposed.

In the case of Lot 4, Tenderers must, using the TRD, insert the cost for the provision of the services required for the Term of the contract, including all possible extensions. The rates tendered will be fixed for the Term of the contract including all possible extensions.

Tenderers must insert a value in each highlighted (yellow) cell, in respect of the Lots that they are tendering for. Failure to follow these instructions may result in your tender being eliminated.

Lot 1 and 2

For the purposes of evaluating cost responses in respect of Lot 1 and Lot 2, the average maximum daily rates provided in the Pricing Schedule will be calculated for each tender in respect of Lot 1 and Lot 2). The Tender that offers the lowest averaged priced tender as per the Pricing Schedule will receive 100% of the maximum marks available for cost. All other Tenders will be scored using the formula below.

Lot 3

For the purpose of evaluating cost responses in respect of Lot 3, the maximum daily rate will be the basis of calculation of cost and the Tender that offers the lowest priced tender as per the Pricing Schedule will receive 100% of the maximum marks available for cost. All other Tenders will be scored using the following formula below.

Lot 4

For the purposes of evaluating cost responses in respect of Lot 4, the tendered fixed daily rates will be used as basis of calculation of cost and the Tender that offers the lowest priced tender as per the Pricing Schedule will receive 100% of the maximum marks available for cost. All other Tenders will be scored using the following formula below.

Cost Score	=	$\frac{\text{Lowest Ultimate Cost Tendered in Pricing Schedule}}{\text{Ultimate Cost of Tender being Evaluated}}$	x	$\frac{\text{Maximum Marks Available (300)}}{\text{Maximum Marks Available (300)}}$
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Lot 1	Maximum Daily Rate in euro (excluding VAT)
Project Manager	€
GIS Developer	€
GIS Solutions Architect	€
Business Analyst - GIS	€
Spatial Database Administrator/Developer	€
Senior GIS Professional	€
GIS Professional/Analyst	€
GIS Graduate	€

Lot 2	Maximum Daily Rate in euro (excluding VAT)
Senior GIS Professional	€
GIS Professional/Analyst	€
GIS Graduate	€

Lot 3	Maximum Daily Rate in euro (excluding VAT)
FME Professional	€

Lot 4	Fixed Daily Rate in euro (excluding VAT)
GIS Professional Services - Rapid Short Form Engagements	€

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

TO: The Minister for Housing, Local Government and Heritage (DHLG&H) (the "Contracting Authority")

RE: Request for Tenders for the Establishment of a Multi Supplier Framework Agreement for the Provision of Geographic Information Systems (GIS) Development, Managed Services and Support Services.

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 Services Contract, we hereby declare the following:

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

Appendix 3A: Foreign Subsidies Regulation

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

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.

Appendix 3A: Schedule A – Declaration of no foreign financial contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has **not** been in receipt of any foreign financial contributions]

TO: The Minister for Housing, Local Government and Heritage (DHLG&H) (the “Contracting Authority”)

RE: Request for Tenders for the Establishment of a Multi Supplier Framework Agreement for the Provision of Geographic Information Systems (GIS) Development, Managed Services and Support Services.

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560.

SIGNED

Notifying Party

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Schedule B – Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions that do not exceed *de minimis* aid as defined in Article 3(2) of Regulation (EU) 1407/2013 (i.e. €200,000) per third country over any consecutive three period]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 3A: Schedule C – Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €200,000 and €999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete Table 2 below and they may aggregate the foreign financial contributions without indicating their values.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table 2

For reporting of foreign financial contributions which are of a value between €200,000 and €999,000 in the last three (3) years preceding the declaration

Third Country	Brief Description of the financial contributions
Country A	
Country B	
Country C	
Country D	

Appendix 3A: Schedule D – Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete the table below. They must list all foreign financial contributions received, to include all non-notifiable foreign contributions received in the last three (3) years preceding the declaration.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560.

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table

For reporting of foreign financial contributions which are of a value between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration, to include all non-notifiable foreign contributions.

Third Country	Type of Financial Contribution (FC)	Brief Description of the purpose of the FC and the granting entity	Estimated value of the FC
Country A			
Country B			
Country C			
Country D			

Appendix 3A: Schedule E – Notification of Foreign Financial Contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of aggregated foreign financial contributions in the three (3) years prior to notification, valued equal to or greater than €4M per third country].

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Foreign Financial Contributions – (Section 3 of Form FS-PP)

3.1 For the purposes of this section 3.1, the notifying party(ies) should report foreign financial contributions falling into the scope of Article 5(1), points (a), (b), (c) and (e) of Regulation (EU) 2022/2560, which are amongst the most likely to distort the internal market.

3.1.1. In order to allow the Commission to determine whether a foreign financial contribution has been granted to an undertaking that was ailing within the meaning of Article 5(1)(a) of Regulation (EU) 2022/2560, notifying parties should indicate whether any of the following conditions were met at any point of time in the three years prior to the notification.

3.1.1.1. Is the notifying party a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.2. Is the notifying party a company where at least some members have unlimited liability for the debt of the company, and where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.3. Is the notifying party subject to collective insolvency proceedings or does it fulfil the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors?

☐ yes ☐ no

3.1.1.4. In the case the notifying party in question is not an SME:

3.1.1.4.1. has the notifying party's book debt to equity ratio been greater than 7,5
for the past two years
and

3.1.1.4.2. has the notifying party's EBITDA interest coverage ratio been below 1,0 for
the past two years?

☐ yes ☐ no

3.1.1.5. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying party(ies) ☐ yes ☐ no

3.1.1.6. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, indicate if there is a restructuring plan capable of leading to the long-term viability of that party and if this restructuring plan includes a significant own contribution by the notifying party and provide details of that plan.

3.1.1.7. If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest profit and loss account statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

3.1.2. Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation

(EU) 2022/2560.

☐ yes ☐ no

3.1.3 Has the notifying party been in receipt of an export financing measure that is not in line with the OECD Arrangement on officially supported export credits (Article 5(1)(c)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.4. Has the notifying party been in receipt of a foreign financial contribution enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.2. For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:

3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).

3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.

3.2.3. Amount of each financial contribution.

3.2.4. Purpose and economic rationale for granting the financial contribution to the party

3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.

3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).

3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.

3.3 Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

Information to be included in Table 1 below by notifying parties.

- (i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.
- (ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.
- (iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- (iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
 - (a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
 - (b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below
- (v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
 - (a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
 - (b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
 - (c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
 - (d) Foreign financial contributions below the individual amount of EUR 1 million.
- (vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

Third Country	Type of Financial Contribution (FC)*	Brief Description of the purpose of the FC and the granting entity**	Total Estimated value of the FC granted***
Country A			
Country B			
Country C			
Country D			

Note: please provide a separate table for each of the notifying parties. Third countries and, where possible, types of contributions, should be ordered by total amount of foreign financial contribution, from the highest to the lowest.

* Identify the financial contributions grouping them by type: such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation 2022/2560), or other. (

** General description of the purpose of the financial contributions included in each type and of the granting entity(ies).

For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

*** Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1 000 million'

4. Justification for absence of unduly advantageous tender – (Section 4 of Form FS-PP)

4.1 For any of the foreign financial contributions enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e) of Regulation (EU) 2022/2560), are there any elements which can be adduced to demonstrate that the tender is not unduly advantageous directly or indirectly due to the financial contribution(s) received, including the elements referred to in Article 69(2) of Directive 2014/24/EU.

In that regard, notifying parties should detail any elements that in their view may demonstrate that their tender is not unduly advantageous.

4.2 The elements may in particular refer to:

- 4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;
- 4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- 4.2.3. The originality of the work, supplies or services proposed by the tenderer;
- 4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;
- 4.2.5. Compliance with obligations regarding subcontracting.

5. Possible Positive Effects - (Section 5 of Form FS-PP)

- 5.1** If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

6. Supporting Documentation – (Section 6 of Form FS-PP)

Notifying parties are required to provide the following for each notifying party:

- 6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.
- 6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:
- Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.
- Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.
- 6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.
- 6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

7. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Establishment of a Multi Supplier Framework Agreement for the Provision of Geographic Information Systems (GIS) Development, Managed Services and Support Services.

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:

- a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]:
- a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
 - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
 - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signature of Declarant

Declared before me by _____ who is personally known to me
(or who is identified to me by _____ who is personally known to
me) or*
at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Framework Agreement Lot 1, Lot 2 and Lot 3

Framework Agreement for the provision of Geographic Information Systems (GIS) Development, Managed Services and Support Services – Lot 1, Lot 2 and Lot 3

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

("the Framework Agreement")

BETWEEN:

The Minister for Housing, Local Government and Heritage (DHLG&H), whose offices are located at Custom House, Dublin 2 ("the Contracting Authority"); and

[Insert name of Framework Member] whose principal place of business is at [Address] ("the Framework Member") (each a "Party" and together the "Parties")

WHEREAS:

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

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Commencement Date” means _____;

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

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

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

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

“Month” means a calendar month;

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

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

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

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

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

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.
- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Framework Client(s) are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement by the Framework Client(s) and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Framework Client(s) shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire two (2) years thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.
- 2.6 The Contracting Authority reserves the right, at its discretion and subject to its obligations at law, to extend the Framework Term for a period or periods of up to 12 months with a maximum of two (2) of such extensions on the same terms and conditions.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

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

4. SERVICES CONTRACT

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

5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.1 On each occasion that a Framework Client proposes to award a Contract under this Framework Agreement in respect of Lot1, Lot2 or Lot 3, the Contracting Authority or the Framework Client shall issue (by electronic means) a Supplementary Request for Tenders ("SRFT") to all Framework Members in accordance with the following procedure (a "Mini-Competition"):
- 5.1.1 The SRFT shall set out:
- the scope and term of the Contract to be awarded;
 - the deadline (date and time) for the receipt of responses to the SRFT (each a "Response") taking into account the complexity of the Contract and the time needed to prepare an appropriate Response. Responses received after the deadline will not be considered;
 - the types and levels of insurance required for the Contract;
 - any additional conditions (if any) that will apply to the Contract in addition to the terms and conditions of the Services Agreement.
- 5.1.2 All Responses to the SRFT must be submitted via the eTenders facility only. Responses received in any other manner including e-mail or hardcopy will not be considered.
- 5.1.3 Any clarifications issued by the Contracting Authority or the Framework Client, as applicable, in relation to a SRFT will be communicated via the eTenders facility only.
- 5.1.4 The Framework Client may award a Contract following an evaluation of the Responses based on the award criteria set out in Clause 6.1 below.
- 5.1.5 The Contracting Authority and the Framework Client reserve the right to issue or seek written clarifications.

6. AWARD CRITERIA

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

Award Criteria (Qualitative)	Weighting (range)
Quality of proposed methodology to system development, support and maintenance	0% to 75%
Quality, expertise and experience of proposed contract staff	0% to 75%
Quality of the overall solution	0% to 75%
Quality and balance of resources offered	0% to 75%
Lot specific special requirements	0% to 75%

Award Criteria (Cost)	Weighting (range)
Overall cost	25% to 75%

- 6.2 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Framework Client.

- 6.3 The Contracting Authority or the Framework Client may cancel a Mini-Competition at any time prior to a Contract being executed by the Framework Client. Any notification of preferred bidder status by the Contracting Authority or a Framework Client shall not give rise to any enforceable rights by the Framework Member.
- 6.4 The Framework Client will require the Framework Member to whom it has decided to award the Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) of the RFT. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then the Contracting Authority may proceed to offer the Contract to the next highest-ranked Tenderer.

7. APPLICABLE LAW AND JURISDICTION

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

8. COMPLIANCE WITH LAWS

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

9. TAX CLEARANCE

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

10. ANTI COMPETITIVE CONDUCT

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

11. CONFLICTS OF INTEREST

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

12. REGISTERABLE INTEREST

12.1 Any registerable interest involving a Framework Member and the Contracting Authority, any Framework Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority and / or Framework Client(s) immediately upon such information becoming known. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

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

14. NOTICES

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

15. GIFTS

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an

inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority and the Framework Client(s) may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

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

17. TERMINATION

- 17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving [insert period] months written notice to the Framework Member.
- 17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;
- 17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and the Framework Client(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Client.

Not Used

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

- 17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
- 17.2.4 in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply to the Framework Member;

- 17.2.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
- 17.2.6 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.
- 17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 17.4 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18. FREEDOM OF INFORMATION

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

19. DISPUTE RESOLUTION

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

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

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

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

FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

[FREE TEXT AREA. Insert here full details of the requirements.]

Appendix 5: Framework Agreement Lot 4

Framework Agreement for the provision of Geographic Information Systems (GIS) Development, Managed Services and Support Services – Lot 4

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

("the Framework Agreement")

BETWEEN:

The Minister for Housing, Local Government and Heritage (DHLG&H), whose offices are located at Custom House, Dublin 2 ("the Contracting Authority"); and

[Insert name of Framework Member] whose principal place of business is at [Address] ("the Framework Member") (each a "Party" and together the "Parties")

WHEREAS:

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

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Commencement Date” means _____;

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

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

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

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

“Month” means a calendar month;

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

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

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

- 1.5 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.6 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.7 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.8 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

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

- 2.7 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.
- 2.8 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.9 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Framework Client(s) are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement by the Framework Client(s) and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.10 This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Framework Client(s) shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.11 This Framework Agreement shall take effect on the Commencement Date and expire two (2) years thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.
- 2.12 The Contracting Authority reserves the right, at its discretion and subject to its obligations at law, to extend the Framework Term for a period or periods of up to 12 months with a maximum of two (2) of such extensions on the same terms and conditions.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

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

4. SERVICES CONTRACT

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

5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.2 On each occasion that a Framework Client proposes to award a Contract under this Framework Agreement in respect of Lot 4 the Contracting Authority or the Framework Client shall issue (by electronic means) a Notification of Activation of Services (“NASF”) to the Framework Member in accordance with the system determined as a result of the initial tender competition:
- 5.2.1 The NASF shall set out:
- the scope and term of the Contract to be awarded;
 - the deadline (date and time) for the receipt of responses to the SRFT (each a “Response”) taking into account the complexity of the Contract and the time needed to prepare an appropriate Response. Responses received after the deadline will not be considered;
 - the types and levels of insurance required for the Contract;
 - any additional conditions (if any) that will apply to the Contract in addition to the terms and conditions of the Services Agreement.
- 5.2.2 All Responses to the NASF must be submitted via the eTenders facility only.
- 5.2.3 The Contracting Authority or the Framework Client reserve the right to directly award a Services Contract to Framework Member without using the rotational mechanism set out above in the following limited circumstances;
- a) Where the Framework Member has demonstrable specific specialist expertise directly relevant to the specific task
 - b) The Contracting Authority requires a Framework Member to complete a follow up piece of work, for example, work that follows upon a previous service provided by the Framework Member under Lot 4
 - c) Urgency, where immediate commencement is required
 - d) Availability to meet required timelines
- 5.2.4 Any clarifications issued by the Contracting Authority or the Framework Client, as applicable, in relation to a SRFT will be communicated via the eTenders facility only.
- 5.2.5 The Contracting Authority and the Framework Client reserve the right to issue or seek written clarifications.

6. AWARD CRITERIA

- 6.5 Direct drawdown by Rotation System and in certain limited circumstances direct award.
- 6.6 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Framework Client.
- 6.7 The Contracting Authority or the Framework Client may cancel an NASF at anytime prior to a Contract being executed by the Framework Client. Any notification of preferred bidder status by the Contracting Authority or a Framework Client shall not give rise to any enforceable rights by the Framework Member.
- 6.8 The Framework Client will require the Framework Member to whom it has decided to award the Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) of the RFT. Where

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

7. APPLICABLE LAW AND JURISDICTION

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

8. COMPLIANCE WITH LAWS

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

9. TAX CLEARANCE

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

10. ANTI COMPETITIVE CONDUCT

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

11. CONFLICTS OF INTEREST

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

12. REGISTERABLE INTEREST

12.1 Any registerable interest involving a Framework Member and the Contracting Authority, any Framework Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority and / or Framework Client(s) immediately upon such information becoming known. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

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

14. NOTICES

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

15. GIFTS

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an

inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority and the Framework Client(s) may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

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

17. TERMINATION

- 17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving [insert period] months written notice to the Framework Member.
- 17.5 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.5.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;
- 17.5.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and the Framework Client(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Client.

Not Used

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

- 17.5.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
- 17.5.4 in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply to the Framework Member;

- 17.5.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
- 17.5.6 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.
- 17.6 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 17.7 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18. FREEDOM OF INFORMATION

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

19. DISPUTE RESOLUTION

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

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

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

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

FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

[FREE TEXT AREA. Insert here full details of the requirements.]

Appendix 6: Services Contract

The Minister for Housing, Local Government and Heritage (DHLG&H)

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to;
Request for Tenders for the Establishment of a Multi Supplier Framework Agreement for the Provision of
Geographic Information Systems (GIS) Development, Managed Services and Support Services.

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

The Minister for Housing, Local Government and Heritage of Custom House, Dublin (“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 for the Establishment of a Multi Supplier Framework Agreement for the Provision of Geographic Information Systems (GIS) Development, Managed Services and Support Services. advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ dated [insert date of RFT] (“the RFT”) the Contracting Authority invited tenders from economic operators (“Tenderers”) for the provision of the services described in Appendix 1 to the RFT (the “Services”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

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 agrees to provide the Services described in Schedule B (“the Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services 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 [name of contact person] of [address of contact person]; the Contractor’s Contact is [Contractor contact name] of [Contractor contact address].

5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

Delete and replace with “Not Used” if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to [Insert Number] months with a maximum of [Insert Number] such extensions permitted subject to its obligations at law

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

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

- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
 - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
 - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

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

3. PAYMENT

- A.** Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B.** Discharge of the Charges is subject to:

 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 - 4. The 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. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 - 8. *Delete and replace with "Not Used" if not applicable:*
 - it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 - 9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid

upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

10. the Client shall be under no obligation to purchase any minimum number or value of Services.

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

5. REMEDIES

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. *Delete and replace with "Not Used" if not applicable:*

Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed [insert amount – e.g.: [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

Twenty per cent of the Charges in Dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed 50 per cent of the Charges in Dispute. In such event the Client shall identify the particular Services with which it is dissatisfied

together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

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

H. **Not Used**

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

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

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

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings,

transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively “the Materials”) (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.

- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client’s Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

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

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client’s use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

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

- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").

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

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
 2. which is or becomes public knowledge other than by breach of this clause; or
 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the

request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
 - 1. the nature of the Force Majeure Event;
 - 2. the anticipated delay in the performance of obligations;
 - 3. the action proposed to minimise the impact of the Force Majeure Event;and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for 30 calendar days either Party may terminate at 14 days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one (1) month's written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving

three (3) months written notice to the Client.

- B.** Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- 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:
- i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
 - ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- D.** Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E.** If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

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

the Client to report on progress and shall comply with all written directions of the Client.

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
3. comply with all reasonable directions of the Client; and
4. comply with the service levels and performance indicators set out in Schedule D.

C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

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

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

13. NOTICES

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

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the

Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or

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

21. ACCESS TO PREMISES

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

22. EQUIPMENT

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

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

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

25. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

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

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

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

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
 - (1) process that Personal Data only on the written instructions of the Client;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);

- ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor,

promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

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

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

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

[Delete and replace with "Not Used" if not applicable:]

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

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

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

Appendix 7: Confidentiality Agreement

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

The Minister for Housing, Local Government and Heritage, of Custom House, Dublin (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:-

- a. process that Personal Data only on the written instructions of the Contracting Authority;
- b. 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);
- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments

and consultations with supervisory authorities and regulators.

- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

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

The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Contractor. The Contractor shall remain fully

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

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

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

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

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

End of Document