Request for Tenders dated 03/06/2026
for the provision of
Concession Catering Services to Virginia College, Virginia, Co. Cavan, which falls under the auspices of Cavan and Monaghan Education and Training Board

Tús Feasa Fiafraí
Virginia College

cmetb
Bord Oideachais agus Oiliúna an Chabháin agus Mhuineacháin
Cavan and Monaghan Education and Training Board

Tender procedure: Open procedure

Tender Deadline 03/07/2026 at 12 noon

Contents

Part 1:	Introduction
Part 2:	Instructions to Tenderers
Part 3:	Selection and Award Criteria
Appendix 1:	Requirements and Specifications
Appendix 2:	Pricing Schedule **(attached separately)**
Appendix 3:	Tenderer's Statement **(attached separately)**
Appendix 4:	Declaration as to Personal Circumstances of Tenderer **(attached separately)**
Appendix 5:	Services Contract **(attached separately)**
Appendix 6:	Confidentiality Agreement **(attached separately)**
Appendix 7:	European Single Procurement Document (ESPD) **(attached separately)**
Appendix 8:	Tender Response Document **(attached separately)**

Rialtas na hÉireann
Government of Ireland

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Part 1: Introduction

1.1 Cavan and Monaghan Education and Training Board (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").

1.2 In summary, the Services comprise: The Provision of a Concession Contract for Catering.

Applications are invited from competent Food Caterers for the provision of a concession catering service contract at Virginia College, Virginia, Co. Cavan, A82 X224.

The successful tenderer will be required to provide a comprehensive healthy, balanced, and nutritious catering service to students, staff, and visitors at affordable prices Monday to Friday each week of the academic year. A high quality, responsive and flexible service is required in providing a range of hot and cold foods and beverages.

In order to prevent menu fatigue a varied choice of meals should be provided and seasonality considered. Continuous improvement and innovation of the service is expected over the 33 weeks of the year on which the school operates. Consideration should also be given for people with special dietary needs such as gluten-free and vegetarian. Clientele will mainly comprise from the student population but may include teaching / ancillary staff and visitors to the school.

The successful tenderer will be expected to demonstrate innovation and flair in the creation of value for money menus. Lunch meal deals are also encouraged, i.e., hot lunch, fruit and drink package etc.

Candidates must be registered with the HSE and comply fully with Food & Hygiene Regulations. The successful tenderer will be responsible for ensuring that the existing school kitchen and associated areas are refurbished to meet all standards required in order to deliver a hot food catering service. CMETB accepts no liability or responsibility for any breach in Food Safety Standards, Hygiene Standards, Health and Safety Legislation, and Labour and Employment Legislation etc. in the provision of the catering services by the Tenderer as this is their responsibility.

The requirements and specifications for Virginia College can be found at Appendix 1.

1.3 *"Not Used"*

This public procurement competition will be divided into [Insert number] lots (each a "Lot") as described below. Each Lot will result in a separate contract.

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 four (4) years ("the Term").

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to one (1) year with a maximum of four (4) such 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 Contract may amount to some €800,000 (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.

Tenderers are also advised that this is a Service Concession Contract whereby the Service Provider pays the Contracting Authority a Concession Fee.

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.

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 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 paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 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) noting the use of the new eTenders platform. Tenderers

should take into account the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

Accessing documents

It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

a) Log-in to the system

b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID

c) Click on the hyperlink for the competition which will bring you to the CfT Workspace

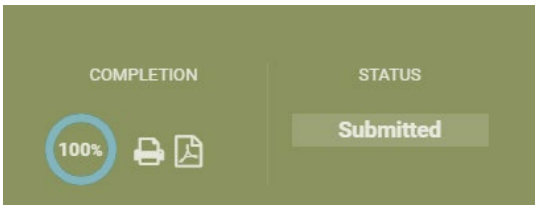
d) In the Show CfT Menu for the competition click on the "Expression of Interest" in the drop down menu

e) Complete the "Association with the CfT" tab

f) This will then provide you with a link to "Tender" under the Show CfT Menu

Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status message:



If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Candidate to ensure that their application is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

2.6.2 Tenders must be received not later than **12 noon** on **03rd 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.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word or a PDF reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **12 noon** on **26th June 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 12 months 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 *"Not Used"*

Tenderers should note that prices may be increased or decreased only on the first 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 [insert relevant price index] has increased or decreased in the edition of that index published by the [insert relevant authority] 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 The Contracting Authority has deemed a site visit to be mandatory as part of the tender process. Virginia College 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 Virginia, Co. Cavan, A82 X224 shall be organised between the hours of 10am and 4pm. Tenderers wishing to make an appointment to avail of this visit must organise a pre-arranged appointment via the messaging facility available on www.etenders.gov.ie under this competition.

Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

Please note there will be no questions taken or information given at the site visit, all queries or requests for clarification relating to any aspect of this Competition must be directed to the messaging facility available on www.etenders.gov.ie.

Tenderer who has not completed a site visit will be deemed non-compliant even if they submit a tender response.

2.20.2 Tenders must visit site to view the layout in particular the Canteen.

Identification MUST be presented upon arrival to the site. Failure to produce identification will result in access being refused. The site visit form, found on page 19 of Appendix 8: Tender Response Document, must be signed and returned as part of this tender competition.

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million for any one claim or series of claims arising out of a single occurrence (where required).
Public Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence (where required).
Product Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence (where required).
PLEASE NOTE:	The above insurances are required to include an Indemnity to Principals Clause or otherwise for CMETB to be specifically indemnified under these insurances.

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

FINANCIAL CAPACITY INFORMATION

Please confirm that you meet the following financial requirements:

(i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.

(ii) Confirmation that your turnover exceeded €150,000 for each of the last three (3) years or pro-rata if more recently established firms.

(iii) Confirmation of the following insurances being in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available.

Insurance Type	Minimum Indemnity limit	Excess required
Employers Liability	**€13 million**	
Public Liability	**€6.5 million**	
Product Liability	**€6.5 million**	
The successful tenderer is required to include an Indemnity to Principals Clause or otherwise for CMETB to be specifically indemnified under these insurances.		

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

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

PASS or FAIL Criteria:

Please confirm that you meet the following technical and professional requirements:

(i) Previous experience – information demonstrating successful delivery of two (2) previous comparable contract in the past five (5) years.

(ii) Quality Assurance - Details of quality assurance policies and systems and whether 3rd party certified.

(iii) Health & Safety - Details of health and safety policies and whether 3rd party certified. A copy of your most up-to-date company Health and Safety statement must be submitted.

(iv) Environmental – Details of environmental policies and systems in place and whether 3rd party certified.

(v) Staffing (Please complete version in the **Tender Response Document**). Details below.

(vi) Certification (Please complete version in the **Tender Response Document**). Details below.

(vii) Site Visit Form Signed (Please complete version in the **Tender Response Document**).

(viii) Confirmation of Acceptance of Rates

(v) Staffing

Service Providers will always be expected to apply adequate staffing resources to meet the demands of the service. In addition, the staff nominated to operate at the school must:

- have undergone the relevant training in accordance with the Food Safety Authority of Ireland (FSAI) Guide to Food Safety Skills (or equivalent recognised food safety training), as applicable to the staff member's role which are available at www.nsai.ie and summarised hereunder:

1. Food Safety Training Level 1 – Induction Skills (or equivalent)
2. Food Safety Training Level 2 – Additional Skills (or equivalent)
3. Food Safety Training Level 3 – Food Safety Skills for Management (or equivalent, appropriate to the food service sector)

All Tenderers must demonstrate that the staff proposed/hired be technically and professionally qualified to the standards above referenced one to three by completing the details in the **Tender Response Document.**

Evidence required:

- Staff must have minimum of 1 years' experience working in food provision/preparation.

- All staff must undergo Garda vetting procedures. A list of these staff should be provided to the School Principal upon award of contract and only those who complete their Garda vetting to the satisfaction of Cavan and Monaghan Education and Training Board will be permitted to work on the premises.

(All staff must be proficient in English.)

VETTING DISCLOSURES

Note: Vetting disclosures must be received by school management in advance of anyone working onsite at the school's premises, therefore the persons who may be performing the work the subject of this tender process must be known in advance of awarding the contract as time is of the essence.

The successful tenderer will be required to complete vetting application forms in respect of those who will be working on the school's premises. School management will forward the application forms to its school management body who undertakes the vetting procedure on behalf of the school for new non-teaching positions.

The above vetting procedure is in accordance with the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012–2016, and circulars and guidance issued by the Department of Education and Youth.

Updates are available on the Department of Education and Youth website at www.gov.ie.

(vi) Certification (Please complete version in the **Tender Response Document**).

DECLARATION OF COMPLIANCE OF STATUTORY OBLIGATIONS INCLUDING COMPLIANCE WITH HAZARD ANALYSIS & CRITICAL CONTROL POINT ('HACCP')

Such as;

I certify that the information provided in Section 3.2.B (ii) is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders.

Details of which include;

a) Tenderers must confirm compliance with the following Legislation:

- Employment Equality Acts 1998-2011
- Equal Status Acts 2000-2011
- National Minimum Wage Acts 2000–2023 and/or applicable Sectoral Employment Orders

- Organisation of Working Time Act 1997 as amended
- Disability Act 2005
- Safety, Health and Welfare at Work (General Application) Regulations 2007–2018

b) Appointed service providers will be required to put in place the following standards based on the HACCP regulations as detailed below in respect of:

- Cleaning and sanitation
- Personal Hygiene and Training
- Deliveries, Storage, Distribution and Transport
- Sustainable Energy & Waste Management
- Zoning (Separation of activities to prevent potential food contamination)
- Management of Allergens and customer facing declarations on same

The standards above are based on the requirements for a food business as outlined in the applicable legislation and standards below and in the FSAI Guidance notes currently in place (www.fsai.ie)

- Regulation (EU) 2018/848 on organic production and labelling of organic products

  https://eur-lex.europa.eu/eli/reg/2018/848/oj/eng
- Food supplied produced according to fair trade principles (as defined by the http://www.europarl.europa.eu/sides/getDoc.do?objRefId=124435&language=MT)
- Regulation EC/852/2004 on Hygiene of Foodstuffs (guidance on compliance can be found in I.S. 340:2007)
- Regulation (EU) No 1169/2011 Food Information (Labelling)
- Regulation (EU) 1169/2011 and associated Irish implementing regulations on allergen information
- Regulation EC 178/2002 Traceability and Recall
- Implement recommendations as outlined in:
- Green Tenders – An Action Plan on Green Public Procurement Guide, Chapter 9

  (https://www.etenders.gov.ie/Media/Default/SiteContent/LegislationGuides/

13.%20Green%20Tenders%20-%20An%20Action%20Plan%20on%20Green%20Public%20Procurement.pdf)

- Compliance with Irish mandatory menu calorie labelling requirements and relevant FSAI guidance

  AND

- We have procedures in place to ensure that our Subcontractor Providers, if any are used for this contract, apply the same standards.

Prior to the award (ONLY) of any contract arising out of this public procurement competition the successful tenderer must provide the relevant current certifications and documentary evidence of all the above regulations, legislation and guidelines being adhered to in their current practices.

Where tenderers do not yet conform to;

- Regulation EC/834/2007 on food stemming from organic agriculture (https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:189:0001:0023:EN:PDF)
- Food supplied is produced according to fair trade principles
- Sustainable Energy and Waste Management

They should give details of the commitment to, and timescales for achieving the requirements involved.

In addition, Tenderers may, if they so wish, submit any other quality awards of high standards, quality assurance and environmental management in support of their proposal (Please complete the list of these if applicable in the **Tender Response Document**.

Tenderers are asked to demonstrate their legal, financial and technical capacity by responding to all the information requested above. In addition, Tenderers must ensure that they have completed and signed the ESPD Document. Failure to supply the required information may result in elimination from detailed tender evaluation.

Prior to the award of any framework agreement / contract, the Contracting Authority will request evidence of self-declared information prior to award decision. Failure to provide appropriate evidence within the required timeframe will result in the tenderer being deemed inadmissible for formal award.

Tenderers must provide the supporting documentation specified above without

delay when requested by the Contracting Authority.

3.3 AWARD CRITERIA

3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

10,000 marks are available in this section.

Criteria		Weighting	Maximum Score	Minimum Score Required
A	Menu Quality & Variety and Range of Services	20%	2000	1000

Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the requirements detailed in Appendix 1, Requirements and Specification.

- Tenders must price the menu within the TRD.
- Tenderers should provide information on the full range of services proposed including details of menu choices. Tenderers must submit their proposed menu with their tender response. The menu choice must include healthy eating options and should offer a level of variety and meet good nutritional standards.
- Tenderers must price the Meeting Menu and should also detail the services available to meet management requirements for board/staff meetings, events, visiting groups etc. and proposed price lists.
- Tenderers should describe how their organisation will ensure that the food it serves is healthy, tasty, well-presented and professionally served.
- Tenderers will be assessed on their demonstrated understanding of the specific needs to the contract. They will be assessed on the full range of services proposed including details of alternative menu choices taking into consideration special dietary needs. The menu should accommodate those with food intolerances and allergies, from lactose free, to vegetarian to gluten free.

Tenders must submit their proposed menu with their Tender Response Document.

In addition, samples of food to be provided may be requested and these may be used to assess the quality of food.

B	Delivery of Service/Contract Management	10%	1000	500

Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the following points:

- Nominated Key Account Manager
- Ability to meet the delivery requirement outlined in Appendix 1, Requirements and Specification.
- Management of Queries, please advise, in detail, your procedures for dealing with problems/complaints that may arise, for example, quality of food.
- Staff resourcing for the contract
- Tenderers are asked to demonstrate the experience of the staff that will be assigned to this contract.
- Details of staff back-up must also be provided in the event of sick leave or holidays
- Details of staff training
- Incident Reporting Mechanisms
- Communications Plan for the duration of the contract.
- The level of Customer Service for this Contract

C	Capital Investment including Proposed Plan and Timeline	20%	2000	1000

Tenderers must provide breakdown of costs on the proposed plan for fitting out canteen and associated facility. All equipment and any upgrade works required will be at the expense of the successful tenderer, who must ensure the canteen is fully operational for Academic Year 2026/27 (school start date Monday 31st August 2026).

Tenders will be assessed on the fitness for purpose of the equipment proposed and the quality / detail of the works proposal which demonstrates a plan which will meet the contract commencement deadline and also complies with statutory and HSE requirements.

Tenders will be assessed on:

- the suitability and compliance of existing and/or proposed equipment, (existing equipment for the current incumbent).
- the quality, realism and completeness of the upgrade / transition plan;
- evidence that the canteen will be fully operational by the contract commencement date; and compliance with all statutory and HSE requirements.

D	Traceability System for Food	10%	1000	500

Tenderers are reminded that the Contractor must have a product traceability system under HACCP in respect of all Goods. The Tenderer should outline the traceability system in place, the date the last independent food safety audit was completed and the result.

Tenderers must complete the table for Traceability System for Foods provided within the Tender Response Document. This criterion will be evaluated as a whole.

In addition to this, a minimum of 10% by value (€) of food provided under this service concession contract is to be certified organic in each of the following categories: beef, poultry, fish, pork, lamb, vegetables, cereal and dairy.

Tenderers must also confirm that they can meet this requirement.

E	Environmental Sustainability	10%	1000	500

Tenderers should detail evidence if any, of environmentally friendly initiatives in place in response to protecting the environment. Tenderers should include, but not limited to the following:

- The planning of menus to avoid food waste.
- Sourcing sustainability produced products.
- Transportation of products, please highlight the distance food will travel from point of production to point of use.
- Include proposals on how they will provide their service without the use of single use plastics.
- Include details on how they propose to minimise food packaging in an effort to reduce waste while still ensuring the safety and preservation of food.
- Include details of how they will incorporate recycled and renewable materials into the service provision
- Include details on waste management and appropriate strategies for dealing with any leftover food. Details of food waste segregation, monitoring and measuring food waste and how this is reported.
- Details on the separation and recovery of packaging waste.
- Include details of any sustainability and/or organic initiatives carried out as part of their service provision.
- Describe the vehicle fleet types engaged in this service and how transport emissions may be reduced through logistics and route planning.
- Include details of proposals to encourage Students to partake in recycling initiatives.
- Minimising the environmental impact of transport, delivery and storage of food and consumables.
- Water and energy savings in equipment and operation and maintenance of the equipment.
- The appropriate dosage and handling of cleaning products and environmentally

	friendly cleaning procedures. • Staff training on environmental aspects and supporting management systems to minimise food waste and other waste (water, electricity, general waste), maximise the redistribution of surplus food as/where appropriate and where safe to do so, maximise the reuse or recycling of packaging and/or other waste and ensure safe disposal.			
F	**Financial Proposal - to cover both rent and utility costs (Electricity, Heat, Light, Gas, Water and Waste)**	**30%**	**3000**	**n/a**
The concession payment must cover for Rental of area and any Electricity, Heat, Light, Gas, Water and Waste costs. The cost for Heat, Light, Gas and Water has been estimated at €450.00. A separate column has been inserted for your weekly concession rental fee. It is a matter for Tenderers to exercise their commercial judgment in assessing the remaining concession fee payable.				

Scoring Methodology

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (A) to (E) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

A very comprehensive response that fully meets and exceeds the minimum requirement. It includes a considerable amount of clear, comprehensive, convincing detail to demonstrate an exceptional level of understanding of the requirements. Fully supported with no reservations.	**Outstanding**	**90 – 100%**
An excellent response that meets the minimum requirements and exceeds them in some respects. Response provides detailed assurance that the Tenderer will deliver to a high standard. Strongly supported.	**Excellent**	**80 – 89%**
A very good response demonstrating very good understanding of the minimum requirements and gives reasonable assurance of delivery to a very good standard. Fully supported.	**Very good**	**70 – 79%**
A good response demonstrating a good understanding of the minimum requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark. Well Supported.	**Good**	**60 – 69%**

An acceptable response demonstrating a minimum understanding of the requirements. The information provided is limited but offers assurance to the client that the service will be delivered to an acceptable level.	**Acceptable**	**50 – 59%**
Unacceptable	**Unacceptable**	**Less than 50%**

Marks between the base lines outlined above can be awarded where responses merit additional marks.

NOTE 2: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 3: Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 4: Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

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 seven (7) 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.

A1.1 REQUIREMENTS PROPOSALS FOR THE CANTEEN IN THE CURRENT SCHOOL BUILDING

Applications are invited from competent Food Caterers for the provision of a concession catering service contract to:

- **Virginia College, Virginia, Co. Cavan, A82 X224.**

The Contracting Authority requires the provision of a sustainable (evolving process) healthy, balanced and nutritious catering service to the school community at affordable prices. It is intended to award a contract to a single service provider. Cavan and Monaghan Education and Training Board (CMETB) requires the provision of healthy, balanced and nutritious catering service to students at affordable prices. A high quality, flexible and responsive service is required combined with continuous improvement and innovation for the 33 weeks of the year on which the school operates (School calendar will be issued to the successful tenderer). The service is required for 4.5 days per week. Users of the canteen will be mainly comprised from the student population but will include teaching and ancillary staff and authorized visitors to the school.

CMETB welcomes all proposals on the selling of the food and beverages in the canteen however it should be noted that the menu must be in line with the School's Healthy Eating Initiative to begin on Monday 31st August 2026. Promotion, marketing and educating the customer base is key to the success of the service provision by the service provider.

The canteen service needs to be open to facilitate:

- **Breakfast:** 7:45am – 8:45am
- **Morning Break:** 11:00am – 11:15am; Light snacks
- **Lunchtime:** 1:15 – 1:55pm; hot dinner options and sandwiches/salads **(except for Wednesday – no lunch required as school finishes at 1:15pm)**

Opening hours may change during exam times, pre-exams and State Commission Exams and the successful tenderer is expected to co-operate fully with the wishes of the school at this time.

The school is not responsible for any loss of earnings incurred by exceptional/unforeseen closures through-out the school year.

A1.1.1 ORDERING SYSTEM

The school wish to operate a pre-ordering system whereby students/staff can place their food

orders in the morning and these orders are made up for collection at morning break and lunchtime. Staff/students are individually responsible for payment of these orders, or any items purchased from the canteen.

A1.1.2 CATERING FOR MEETINGS/FUNCTIONS

The school may require, with notice, catering for meetings/functions such as staff meetings, visiting groups, student graduations, and board meetings etc which occur during the academic year, some of which may be outside of the normal school day. The cost of these type catering events must be invoiced separately to the school on an arising basis. Tenderers must input the Pricing within the Menu provided in Award Criterion A of the Tender Response Document. Please note the school reserves the right to outsource any of its requirements in this regard if it so wishes.

The Contracting Authority will permit the school board of management to use the school dining hall for other uses associated with the running of the school (to be communicated for each academic term), for example, use for theatrical / musical performance, school assembly, display/award ceremonies, external organisations. Chef on site is to be made aware of this by their employer, the successful service provider.

A.1.1.3 FOOD PREPARATION

The food must be cooked and prepared on-site.

A1.2 CURRENT OVERVIEW OF THE SCHOOL

Virginia College is a second-level educational establishment based in Virginia, Co. Cavan, with an enrolment of approximately 810 students and 70 members of staff including SNAs, admin and maintenance for the 2025/26 academic year and will continue to grow each year. The school requires the provision of a healthy, balanced and nutritious catering service for students at affordable prices. The school operates an on-site policy for students i.e. they will not be allowed to leave the school during the academic day. These figures are accurate at time of tender publication.

A1.3 DESIGN AND FIT OUT OF SCHOOL KITCHEN

The successful tenderer must view the site in advance of submitting a tender proposal. The successful tenderer is required to review the existing kitchenette and canteen provision at the mandatory site visit and to install any necessary equipment (not without prior communication with the Contracting Authority representative) to ensure the provision of a fully-equipped canteen in the proposed location along with having the facility and staff ready to commence service at the beginning of 2026/27 academic year (canteen will be operational from Monday 31st August 2026). The existing Canteen Equipment is owned by the current incumbent.

The upgrading of any permanent fixtures and fittings and the kit-out of the kitchen and areas of

the kitchenette, canteen and associated areas will be the sole responsibility of the successful tenderer who will be required to engage with the local Environmental Health Officer, from the onset to ensure the existing area meets all standards required for catering as per Food & Safety Authority.

The Contracting Authority/school is not prepared to provide any additional compensation to the successful tenderer for any costs that they may incur in order to meet their legal statutory obligations in delivering a canteen service. This service must be in accordance with good industry practice and to a level approved by the Environmental Health Officer of the HSE which meets legal obligations under Food Safety Law.

Any proposed new ventilation supply and extract system must meet the requirements of the existing kitchen. The successful tenderer will be required to review the current provision on site and upgrade as necessary. Any soils and waste modifications must also be completed in order to meet your proposed kitchen layout. Grease interceptors must be fitted where required in the kitchen and associated areas.

A1.4 TERMINATION OF CONTRACT - EQUIPMENT

Tenderers should note that upon termination of the contract, the successful tenderer will be responsible for returning the canteen/kitchenette to its original state and removing all equipment in time for the commencement of a new contract, with the exception of any necessary fixtures and fitting works.

Note: The permanent fixtures and fittings which will include typically extraction fan and associated ducting, some wall and floor finish surfaces, associated building works, electrical and plumbing modifications such as additional power sockets, grease traps and adjustments to waste outlets etc. will require to be identified and backed up by quotations. As the Contracting Authority does not have a capital outlay budget for such modifications the Tenderer will be required to provide this investment if/when required to obtain/maintain the relevant food license. The Contracting Authority will deal with any such knock-on statutory requirements and statutory costs only of such modifications proposed by the Caterer i.e., Fire Cert Regularisation application etc.

The Contracting Authority retains its position that these permanent fixtures and fittings become the property of CMETB and recommends that the capital cost in terms of any necessary permanent fixture and fittings should be considered by the tenderer in conjunction with Criterion F Financial Proposal (to cover rent, electricity, heating, gas, water and waste utility costs) which allows the tenderer to propose a yearly rental income (33 weeks) to the Contracting Authority for renting of the commercial canteen space. Should this become a requirement during the term of the contract CMETB will come to a mutual agreement with the successful tenderer regarding an adjustment of rates.

All moveable assets provided by the successful tenderer classified as heavy catering/light

catering equipment including but not limited to cookers, banbaries, combi ovens, server units, cold storage, cutleries crockery, soup kettles & stoves, sundry items will remain in the ownership of the successful tenderer and on expiry of the contract can be removed. It will be up to the outgoing tenderer should they so wish at the expiry of the contract to engage with the incoming provider in terms of the moveable assets and the Contracting Authority will not be liable for any arrangements in this regard.

A1.5 SERVICE REQUIREMENTS

The successful tenderer must be fully responsible for the staffing, management and operation of the food service. The successful tenderer must;

- Provide fresh, seasonal nutritious produce (organic where possible), fruits, vegetables, grains, other foods, that may be new to students keeping in line with our healthy eating policy
- A minimum of 10% by value (€) of food provided under this service concession contract is to be certified organic in each of the following categories: Beef, Poultry, Fish, Pork, Lamb, Vegetables, Cereals and Dairy, where possible. Documentary evidence to be provided on request.
- The menu is to include a range of locally sourced items along with a greater use of sustainable food, for example, in season produce, high animal welfare standards on meat, free range eggs, marine conservation certified fish, fair trade produce, produce from certified organic source
- In season produce shall be highlighted on menus
- The menu is to accommodate those with food intolerances and allergies, from lactose, free, to vegetarian to gluten free for example. Successful tenderer to check with the school upon award of contract the details of such in order to accommodate those potential customers
- The menu should reflect the school community, their background, and their capacity to learn healthy and sustainable food behaviours through different human development stages
- Quality of food, presentation and service is to be monitored by the service provider
- Food must be safe, i.e. it must not be injurious to health or unfit for human consumption.
- Must be able to identify the businesses from whom you have obtained food, ingredients or food producing animals and the businesses they have supplied with products and produce this information on demand

- Unsafe food must be withdrawn from sale or recalled from consumers if it has already been sold
- Tap water shall be visible and freely available, and such provision should be promoted. Pre-bottled water (mineral / spring) shall not be included in the menu.
- Be fully responsible for the staffing, management and operation of the food service;
- Be responsible for fully equipping the Canteen
- Encourage people to understand and value the food that is supplied/served, including aspects of its production and its local and cultural context
- Be responsible for marketing and promotion of the catering service being provided to parents, staff and the student community, including the offer of incentives and innovative promotions
- Be responsible for managing menu fatigue, nutritious foods with the healthy eating focus
- Ensure the canteen costs are reasonable and that all price points encourage healthy eating and offer good balanced menu with a tight control on the options available to minimise waste and balance the selection available daily
- Be responsible for the clean-up of all cooking and dining areas each day, free of litter and food debris always and that the tables are cleaned after each sitting.
- Cleaning products and equipment for example dishwashers must meet the most up-to-date environmental standards.
- Be responsible for the safe removal of all waste and recyclable material in a sustainable way from the campus on a routine basis at their own cost. The successful tenderer should ensure that all waste streams are segregated. Ensure that the operation is fully compliant with all Health and Safety regulations. A food waste minimisation plan describing what actions will be undertaken shall be put in place by the service provider. They shall review and revise the actions they are taking with suitable regularity to continue to reduce food waste wherever possible and feedback to the school representative on progress and results with suitable regularity. This will be in agreement with the School Management.
- The school is moving away from single use plastics. The successful tenderer should provide compostable / sustainable, recyclable alternatives and be fully supportive of incentivising customers to reduce the demand for plastic (keep cups, etc.)
- Packaging to be from recycled or renewable sources which can be reused or recycled after use.
- Service provider is to undertake customer satisfaction surveys if required.

- Evidence to be provided that management systems support the linking of customer feedback and other observations to improvements in customer satisfaction.
- Required to register this canteen (Registration of Food Business Establishment European Communities (Hygiene of Foodstuffs) Regulations 2006) and produce their letter of approval from the HSE when the canteen area is completed and ready for service. Provide evidence of engagement / being registered with the HSE.
- If applicable, collaborate with teaching staff in relation to food education- provide / support teachers with lesson plans and project activity packs in conjunction with the school curriculum.
- All food must be monitored for time and temperature control records, delivery records, cooking temperatures and these records must be available for inspection by the EHO and school when requested.
- The following documents and records must be provided to the school upon request and kept up to date by the service provider;
    - Time and Temperature Control Records
    - Delivery Records
    - Cooking Temperatures
    - Cleaning Charts
- Any other requirements of the HSE/EHO or other statutory body

A1.6 SCHOOL CANTEEN REQUIREMENT

The successful tenderer must;

- Engage with the Food and Safety Authority from the onset to ensure the existing area meets all standards required for catering as per Food & Safety Authority. This canteen must also be registered by the service provider with the Food & Safety Authority upon completion.
- Provide all necessary catering utensils, delph and cutlery to provide a full canteen service.
- Install and maintain all necessary heavy/light catering equipment, fixtures and fittings required to carry out the service (while utilising current equipment, fixtures and fittings available where necessary). The successful tenderer will be totally responsible for the safety, upkeep and maintenance checks of all equipment used by him/her and under his/her control. Equipment is to be kept maintained to the highest possible standard, both in terms of hygiene and engineering
- Installation of appropriate ventilation, where necessary

- Any necessary plumbing and electrical work after being signed off by the school board of management and the private partner
- Any refurbishment that impinges on the general-purpose area must be moveable
- Drawing/sketches/specification of any refurbishment must be approved by the School Board of Management and private partner before any work commences. All work and workers must be insured
- Will bear all the cost associated with fitting out of canteen

A1.7 STAFF ACCESS BY CANTEEN OPERATOR

The school caretaking staff will be responsible for opening and closing the canteen area. There is a separate access to the kitchen/canteen area to the rear of the building and the Canteen Operator will be allowed time before opening and after closing to clean prepare and clean up. The Canteen Operator will have exclusive access to the kitchen. The canteen operator will have access to the canteen area from 7:30am.

The successful tenderer will not be permitted to use any school facilities for the purposes of food preparation for external events / third parties.

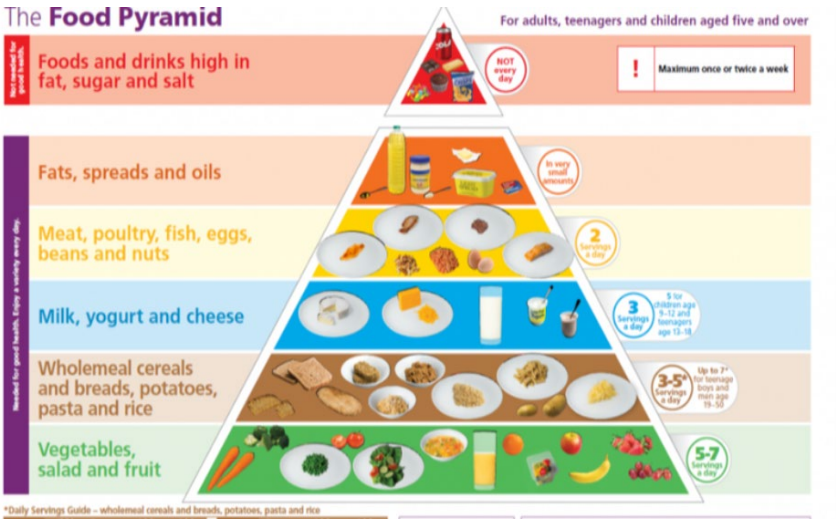
A1.8 MENUS AND PRICING

The successful tenderer must be responsible for upholding the Healthy Eating Initiative of the school. Virginia College recommend that Tenderers familiarise themselves with the content of the school's Healthy Eating Initiative and Nutrition Standards for School Meals which can be found:

- Nutrition Standards for School Meals

Cavan and Monaghan Education and Training Board endorses this approach in the provision of school meals for its students and will require the Caterer to ensure that all meals provided are in keeping with the guidelines for healthy eating as presented by the pyramid at figure 2 below.

Figure 2



The preferred service provider must provide clearly visible menu boards and current price lists must be displayed in the school canteen (no third-party flyers are permissible in the school). Tenderers are invited to make proposals for food offerings and beverages in addition to pricing for all proposed items which must represent good value for the customer base but not exhaustive the following menu's;

- Provision of menus which are healthy, varied and use sustainable food for example, seasonal fruit and vegetables
- 2 healthy hot meals (daily) along with details of portion sizes appropriate to the customer type,
- To have available, half portions (to be available daily), and vegetarian option
- Provision of healthy sandwiches/baps/wraps/rolls (daily)
- At least 50% of tea, coffee, sugar or other products must be produced in accordance with fair trade standards
- Homemade soup (daily)
- Savoury snacks to be only available in sizes of 30g or less
- Salt shall not be available on tables
- Tap water shall be visible and freely available, and such provision should be promoted. Pre-bottled water (mineral / spring) shall not be included in the menu
- It shall be a condition that the successful tenderer must notify the Principal of Virginia College **two weeks in advance** of their intention to change their menus during the school term (or for the next academic year), and supply the Principal with the new proposed menu for approval (especially any option that is not selling well). The Principal reserves the right to refuse a menu if it does not comply with the school's Healthy Eating Initiaitves. This includes any proposed price changes and prior approval by the Principal of the same. Any new pricing that may need implementing must firstly be discussed with the Principal, including validation of the reasons why and only then notify the customer base in advance of the price change, as due courtesy.

A1.9 FINANCIAL/COMMERCIAL INFORMATION

Financial information will be provided on the site visit.

A1.10 CLEANING

To adhere to Food hygiene there is an expectation that the facility will be thoroughly cleaned in accordance with all relevant standards and that cleaning policies will include basic hygiene standards among the canteen staff. These standards must be maintained and exceeded on an

ongoing basis.

The successful tenderer will be responsible for the cleaning of all kitchenettes, servery, food preparation and general canteen service areas including counter surfaces, equipment, furniture, fittings, utensils, floors and windows. They will also be responsible for the cleanliness of any stores used by the catering staff. It is also the responsibility of the Catering Provider to clean and maintain all grease interceptors fitted by the Tenderer within the kitchen areas. In addition, the successful tenderer will be responsible for the cleaning of the general-purpose dining areas including tables, chairs and floors. The provision of bins in the dining area will also be necessary.

Note: Inspections may be carried out by CMETB, its agents or independent auditors on their behalf at any time to ensure that the highest standards of hygiene and cleanliness are maintained at all times and that proper methods are applied in food supply, preparation, cooking and the provision of the Services.

A1.11 MAINTENANCE OF EQUIPMENT

The Canteen operator will be totally responsible for the safety, upkeep and maintenance checks of all equipment including fixtures and fittings used by him/her and under his/her control in the canteen/kitchen area. Equipment is to be kept maintained to the highest possible standard, both in terms of hygiene and engineering.

- The Fire Suppression system must be serviced as per manufacturer's instructions and by an authorised agent for the specific system in place. The Agent must be agreed by the Contracting Authority.
- A preventative maintenance programme must be in place for all cooking appliances with the supplier/manufacturers to ensure they are maintained to optimum condition.
- Extract ducting must be professionally cleaned annually of as advised by the specialist cleaning company. The cleaning company must be approved by the Contracting Authority.

Note: Inspections may be carried out by the Contracting Authority, its agents or independent auditors on their behalf at any time to ensure that the highest standards are maintained at all times and that proper methods are applied in food supply, preparation, cooking and the provision of the Services. Any recommendations from such inspections must be implemented by the successful tenderer at no cost to the Contracting Authority.

A1.12 ENVIRONMENTAL WASTE DISPOSAL

The successful tenderer will be responsible for operating policies which progressively address environmental considerations. The successful tenderer will be responsible for the disposal of all kitchen waste in accordance with SI 294 of 2024 Waste Management Regulations (Food Waste) 2009 and all applicable legislation including relevant EU Directives and the cost associated with

the food bins will be agreed locally with the school directly for recoupment. Further information can be found on Environmental Protection Agency's website www.epa.ie.

A1.13 ELECTRICITY, HEAT, LIGHT, GAS, WATER AND WASTE

The concession payment must cover for Rental of area and any Electricity, Heat, Light, Gas, Water and Waste costs. The cost for Heat, Light, Gas and Water has been estimated at €450.00. A separate column has been inserted within Criterion F of the Tender Response Document for your weekly concession rental fee. It is a matter for Tenderers to exercise their commercial judgment in assessing the remaining concession fee payable.

Any building fabric works, or mechanical and electrical installations will require to be detailed in Award Criterion C Capital Investment of the Tender Response Document and will be subject to final approval by the Contracting Authority Building Officer or Authorised Agent. Commissioning Certificate and As Built Drawings with regards to all works completed will be required.

The costs associated with theelectricity usage in this area will be the responsibility of the successful tenderer. The process of taking and verifying meter readings will be agreed with the principal of the school and the successful tenderer.

The canteen area in Virginia College has a separate water and electricity meter.

- Electrical works must be carried out by a Registered Electrical Contractor (REC) registered with the Safe Electric scheme. Evidence of current registration and the appropriate Completion Certificate must be provided on completion of the works.
- Contractors must comply with CMETB Building Officer requirements and with all relevant Department of Education Technical Guidance Documents (TGDs), including TGD-003 (Mechanical & Electrical Building Services) and TGD-031, together with any subsequent revisions, amendments, or Design Guidance Technical Notes issued by the Department.
- The latest editions of all applicable TGDs, as published on the Department of Education website (gov.ie), shall apply, and shall take precedence over any superseded or archived versions.

Any building fabric works or mechanical and electrical installations will require to be detailed in the Capital Investment section of the Tender Response Document and will be subject to final approval by the CMETB Building Officer. Commissioning Certificate and As Built Drawings with regards to all works completed will be required.

The costs associated with the electricity usage in this area will be the responsibility of the successful tenderer. The process of taking and verifying meter readings will be agreed with School Principal and the successful tenderer.

A1.14 VENDING MACHINES

Currently there are no vending machines in operation or required in the school.

A1.15 FOOD QUALITY & SAFETY MANAGEMENT

The successful tenderer will be responsible for compliance with Food Safety Authority Ireland and

the National Standards Authority of Ireland's standards (or equivalent) in relation to the Food Preparation, Food Storage, Hygiene, Cooking, Waste etc. The successful tenderer must comply with Food Standards Act, 1974 (No.11 of 1974), relevant National Standards Authority of Ireland (NSAI) food hygiene standards, including current or revised editions, or equivalent recognised standards. Regulation (EC) No. 852/2004 on the hygiene of foodstuffs, as amended, including requirements relating to HACCP and food safety culture.

All food provided to the ETB/School should be fresh, nutritious and of a high quality. Highly processed or ultra-processed foods will not be accepted in the school canteen. All food must also be stored in compliance with all relevant statutory Food Safety and Health and Safety requirements including I.S. 340:2007 + A1:2015 Hygiene in the Catering Sector, or any subsequent revision or equivalent recognised standard, ISO 22000:2018. Food Safety Management incorporating HACCP and the European Communities (Hygiene of Foodstuffs) Regulations 2006–2022, as amended.

Tenderers are required to comply with Regulation (EC) No. 178/2002, including the requirement to maintain an effective food traceability and recall system. This information should be provided in the TRD and submitted with the tender.

The successful tenderer will be expected to operate in accordance with all legislation and regulations regarding food management. CMETB accepts no liability or responsibility for any breach in legislation or standards in the delivery of this service this is the catering provider responsibility. The Catering Service Provider will be expected to implement up to date and ongoing recommendations to food preparation as advised by the various Nutritional and Medical Advisory Boards of the Government.

A1.16 STAFF & TUPE/ACQUIRED RIGHTS

The successful tenderer will –

- Have sole responsibility for all staff engaged in providing the catering service including training of staff to support sustainable practices, energy, resource management and food waste minimisation.
- Provide uniforms and head gear for staff working within the kitchen and canteen service area. The cleaning of these uniforms will be the responsibility of the successful tenderer.
- Ensure the contract is appropriately resourced.
- All staff, where appropriate, will be required to undergo Garda vetting procedures. A list of these staff should be provided to Virginia College and only these will be permitted to work on the school's premises.
- All staff, where applicable, must attend child protection training.

- Confidentiality must be maintained of any conversations by staff about students.
- None of the catering staff are to engage outside of their normal duties, with any of the students.
- The catering staff will always conduct themselves in a mannerly and respectful demeanour, to Students, Staff and Visitors, setting a good example for the students. CMETB operates a strict policy on equal rights. Any breach of this policy will result in the immediate expulsion of that employee off school property and may result in a criminal prosecution. CMETB reserves the right to insist that any employee of the successful tenderer who behaves inappropriately is removed from the school and is replaced. Polite and respectful behaviour is expected of all staff in keeping with the school's ethos and Dignity in the Workplace Policy. **Staff will be employed by the Concessionaire (Catering provider) not by the school or CMETB**.
- The catering staff will have the use of the toilet provided in the catering area. The catering staff are not permitted to use the student toilets under any circumstances.

The management reserves the right to insist that any employee of the successful company who behaves inappropriately is removed from the campus and is replaced. Polite and respectful behaviour is expected of all staff in keeping with the School's ethos and Dignity in the Workplace Policy.

A1.16.1 TUPE

- It is considered that the Acquired Rights legislation (Transfer of Undertakings and Protection of Employees [TUPE) will apply to this Contract. Candidates, if successful will be required at tender stage to include an under-taking 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 S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003. 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 Contract. The Contractor shall indemnify the Client from and against all li-abilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Client under the TUPE Regulations by any Affected Employees. Affected

Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with this Contract.

- CMETB will require from the winning tenderer anonymised information in relation to any transferring employees at the time of re-tendering of this contract. The Canteen Provider agrees to the Contracting Authority to releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the services upon expiry of the Term or earlier termination of the Contract for whatever cause. The successful tenderer will be required to furnish the Contracting Authority with requisite information in relation to any transferring staff to facilitate the re-tendering at least six (6) months prior to the expiry of the contract and will be required to provide indemnity in respect of any claims or losses arising as a result of TUPE matters. The successful tenderer will be disallowed from amending the staff arrangements / allocation of resources or altering the terms of employment for the relevant staff for a period of 6 months prior to the expiry of this contract.
- The Canteen Provider shall employ pay and maintain adequate staff levels for the purpose of providing the Services. The Contracting Authority re-serves the right to inspect records of wages, time sheets and other documentation relating to the employment of all staff by the Canteen Provider.

A1.17 ELECTRONIC CASH REGISTER FOR ACCOUNTS AND RECORDS

CMETB shall require the successful tenderer to maintain full records of sales figures / spend profile and may request further analysis of the overall canteen activities i.e. daily activity in relevant categories reports etc. This reporting will be an essential requisite for review meetings.

A1.18 COMPLIANCE WITH STATUTORY & ETB POLICIES - HEALTH SAFETY POLICY/CHILD PROTECTION /GARDA VETTING ETC.

The successful tenderer will be responsible for: providing Catering Services at Virginia College and complying with their Health and Safety Policy and Statement. The statement must be displayed in the school canteen.

The successful tenderer and all staff must agree to comply with the terms and conditions of all school/ETB policies and procedures particularly the Health & Safety Statement and Child Protection Policy.

All staff deployed to the school must undergo Garda Vetting. The successful tenderer must request and complete the Garda Vetting Invitation for all staff deployed once letter of Intent is issued. Disclosure of convictions which CMETB considers would render the candidate unsuitable to work with children/vulnerable adults will disqualify the candidate. All temporary staff and staff to fill in during emergencies must also be vetted well in advance and their details provided to the

school to be retained on file. The catering company shall provide a list of staff to the school and only these staff shall be permitted onto school property to work. Any catering staff not on the approved list supplied to CMETB schools will be immediately asked to leave the premises.

None of the catering employees are to engage with any of the students with the exception of carrying out their normal duties in providing catering services.

A1.19 CONCESSION FEE/FINANCIAL ARRANGEMENTS

Tenderers are required to submit an annual 'concession fee' to the Contracting Authority for the provision of a catering service. When calculating the estimated value of the concession, the Contracting Authority will take the following into account; that the estimated value of the concession will be calculated using the objective method detailed at Appendix 2.

Please note that the Contracting Authority also reserves the right to negotiate an annual increase in the concession fee over the life of the contract should the annual turnover (concession amount) increase significantly, year on year. To this end, the successful tenderer will be required to submit certified annual accounts as part of the review and negotiation process. Price increases may also be negotiated based on inflation or other market conditions.

CMETB require from the outset a cost neutral service to Virginia College. The school will require the rental fee to be paid 3 times a year in the following calendar weeks:

- 3rd week of December,
- 3rd week of March and
- 3rd week of June

by the successful tenderer by EFT. This may change depending on Virginia College requirements and the successful tenderer may need to pay the rental fee weekly/fortnightly/monthly/etc.

All income derived from cash sales in the canteen will be the sole prerogative of the concessionaire.

In relation to providing catering for school events such as meetings, etc. an invoicing system for such events will be agreed with the principal. Invoices will then be paid by the school in accordance with CMETB accounts procedures and the Late Payment and Commercial Transactions Regulations.

The service provider will be responsible, as account holders, for settlement of all other costs for providing the service.

The school operates for 33 weeks of the academic year. The successful tenderer will be provided with a detailed school calendar from the school directly following appointment. The agreed annual figure will not be subject to reduction due to student absences, exam periods, work experience placements or school closures within the 33 operating weeks.

NOTE: Tenderers must understand that no commitment is made or can be interpreted from this Request for Tender in relation to guarantee of any numbers of users / income. It will be the responsibility of the service provider to promote greater usage of the service. It is a matter for Tenderers to exercise their commercial judgment in assessing the concession fee. However, the Contracting Authority reserves the right to request clarity of how the figure has been arrived at. Please note that the Contracting Authority also reserves the right to negotiate an annual increase in the concession fee over the life of the contract should the annual turnover (concession amount) increase significantly, year on year. To this end, the successful tenderer will be required to submit certified annual accounts as part of the review and negotiation process.

A1.20 PERFORMANCE

Virginia College will assess the performance and quality of services delivered under the following Key Performance Indicators:

- Menu, as per Healthy Eating Initiative
- Quality and Freshness of Food
- Choice of Food
- Presentation of Food
- Quality of Service
- Price
- Conduct of Staff
- Cleanliness

The successful tenderer will meet with the school Principal and/or another member of staff at a prearranged time at the end of each Year to discuss performance. The successful tenderer must organise customer satisfaction surveys regarding quality and consistency of the menu(s). These results must be shared with the school Principal in advance of the annual performance review. These details will be discussed with the successful tenderer in advance of the contract being signed.

A1.21 COMPLIANCE WITH STATUTORY POLICIES

The successful tenderer will be responsible for providing Catering Services at Virginia College and complying with their Health and Safety Policy and Statement. The statement must be displayed in the school canteen. The successful tenderer must supply their documentation requested in section 3.2.B Certification (please see copy to complete in the Tender Response Document).

A1.22 REPLACEMENT PERSONNEL

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

A1.23 AWARD TO RUNNER UP

If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, it will be conditional upon them engaging with the HSE from the onset and gaining approval from the latter to operate at the Contracting Authorities site, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

A1.24 COMPLIANCE WITH THE TERMS AND CONDITIONS

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as contained in Appendix 5.

A1.25 CONTRACT TERMINATION

The contract may be terminated by the Contracting Authority at any time following the submission of three calendar months' written notice to the successful tenderer. The contract may be terminated by the successful tenderer at any time following the submission of three calendar months' written notice to CMETB.

The Contracting Authority may terminate this contract if the persons managing and/or assisting in the Canteen, lack a valid Food Handling/Food Hygiene Certificate, fail the Health and Safety standards or if they are found guilty of theft or any sabotage, aimed at harming Virginia College, its interests, and its assets. In addition, the Contract may be terminated if:

i. There are repetitive complaints by staff or customers, regarding freshness, standard, or quality of food, or/and hygiene standards at the kitchen or at the Canteen;

ii. Repetitive erratic opening hours;

iii. Repetitive failure to inform the Principal of Virginia College, when canteen will not be opening;

iv. Late Payment of contribution money without any prior notification to the Principal of Virginia College;

Note: The Contracting Authority reserves the right to terminate the contract with immediate effect

without warning if they have reasonable justification that the service provider or the service provider's employees are acting/behaving in, or providing a service that is, to the detriment, or not in the best interests of the students, staff, guests of Virginia College.

A1.26 ACCOUNT MANAGEMENT

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide the Principal with monthly reports summary reports of activity regarding volumes sold types/categories of meals served, student and staff uptake of the service, supporting cash till receipts/canteen usage reports on a monthly and quarterly basis. Details of which must be confirmed in advance of any performance meeting scheduled.
- Schedule periodic meetings to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful tenderer and delegate as required.

A1.27 FINANCIAL ARRANGEMENTS

The Contracting Authority request that the successful tenderer submit summary reports of activity regarding volumes sold on a monthly and quarterly basis. Details of which must be confirmed in advance of contract being signed.

- In relation to catering services provided for school events such as meetings, etc. an invoicing system for such events would be agreed with the School Principal with invoices to be paid by the school in accordance with the Late Payment and Commercial Transactions Regulations.
- All income derived from cash sales in the canteen will be the sole prerogative of the service provider. An operating policy with regards to handling and safekeeping of cash,

safeguarding of stock etc. will be set out and agreed by both parties. Responsibility for implementing the policy will reside with the service provider.

A1.28 FAILURE TO CONCLUDE

The award of contract (if any) to the highest ranked Tenderer (as determined by paragraph 3.3), will be conditional upon them engaging with the HSA from the onset and gaining approval from the latter to operate at the Contracting Authorities site. Furthermore, if, following conclusion of the competitive process, and the successful tenderer deemed as the 'preferred option' cannot, for whatever reason, conclude the due diligence process to the satisfaction of the Board of Management of Virginia College, the Board reserves the right to proceed to award the contract to the next ranked tenderer. This shall be without prejudice to the right of the Board of Management of Virginia College to terminate the process entirely and commence with a new competitive process.

The successful tenderer will not be permitted to use the facilities for the purposes of food preparation for external events / third parties.

Appendix 2: Pricing Schedule

Appendix 2 – FORM OF TENDER

THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY ALL TENDERERS.

Failure to sign this Form of Tender will invalidate the offer.

To:	**Cavan and Monaghan Education and Training Board**
From:	
Re:	Provision of Concession Catering Services to Virginia College, Virginia, Co. Cavan

I/We have examined the Tender Documentation and herby offer to provide the services in accordance with the details contained within the Request for Tender Document.

With regard to Criterion F (Financial Proposal), Tenderers are required to complete and sign the Form of Tender. The tender that offers the highest concession fee and also meets all of the minimum requirements of the qualitative award criteria (admissible tender) will receive the maximum score achievable under this criterion.

The scores of the other valid tenders will be calculated by using the following formula:

A	Ultimate Cost (Highest Concession Fee Contribution) from Bona Fide Tender	
B	Ultimate Cost (Concession Fee Contribution) for the tender being evaluated	
C	Maximum Points available for Ultimate Cost	3000
Formula:		$\frac{3000*B}{A}$
Points awarded to the tender being evaluated		

Concession Fee	MINIMUM FEE of €450.00 per week is required by the school to cover costs, which may include Electricity, Heat, Light, Gas, Water and Waste	Total Weekly Rent Proposed (This is payable regardless of student attendance, closures etc.)	Total Annual Rent Proposed
Minimum concession fee Year 1 *(33 weeks)*	€450.00	€	
Minimum concession fee Year 2 *(33 weeks)*	€450.00	€	
Minimum concession fee Year 3 *(33 weeks)*	€450.00	€	
Minimum concession fee Year 4 *(33 weeks)*	€450.00	€	
Minimum concession fee Year 5 *(33 weeks)*	€450.00	€	
Minimum concession fee Year 6 *(33 weeks)*	€450.00	€	
Minimum concession fee Year 7 *(33 weeks)*	€450.00	€	
TOTAL CONCESSION FEE OVER THE MAXIMUM DURATION OF THE CONTRACT			

Please submit any proposed investment any associated terms, including start-up costs. This is for information purposes only.

Schedule 3 - Start up and Investment (for information purposes only)		
Please complete all cells highlighted in blue throughout the pricing document		
(a) Start-up Costs (if any)		
Please detail assumptions / rationale for once off start-up costs invested by the tenderer:		
Description	**Amount (€)**	**Rationale / Assumptions**
Specify	-	
Specify	-	
Specify	-	
Specify	-	
Total Start-up Costs	-	

(b) Capital Investment (if any)		
Please detail assumptions / rationale for any proposed investment by the tenderer:		
Description	**Amount (€)**	**Rationale / Assumptions**
Specify	-	
Specify	-	
Specify	-	
Specify	-	
Proposed Capital Investment	-	
Please detail the proposed terms on which this investment would be made: (e.g. write down period, terms, etc.)		

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: Cavan and Monaghan Education and Training Board (the "Contracting Authority")

RE: Request for Tenders for the provision of Concession Catering Services to Virginia College, Virginia, Co. Cavan, which falls under the auspices of Cavan and Monaghan Education and Training Board.

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: Cavan and Monaghan Education and Training Board (the "Contracting Authority")

RE: Request for Tenders for the provision of Concession Catering Services to Virginia College, Virginia, Co. Cavan, which falls under the auspices of Cavan and Monaghan Education and Training Board.

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 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 aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

[Signatory 2]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

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 aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

[Signatory 2]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

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 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 Provision of Concession Catering Services to Virginia College, Virginia, Co. Cavan, which falls under the auspices of Cavan and Monaghan Education and Training Board.

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 the Provision of Concession Catering Services to Virginia College, Virginia, Co. Cavan, which falls under the auspices of Cavan and Monaghan Education and Training Board published by Cavan and Monaghan Education and Training Board ("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: Services Contract

[Cavan and Monaghan Education and Training Board]

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Concession Catering Services to Virginia College, Virginia, Co. Cavan, which falls under the auspices of Cavan and Monaghan Education and Training Board

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

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

and

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

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

WHEREAS:

A. By Request for Tender entitled "Insert title of RFT" 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

Prior to publication please ensure to insert amounts/figures where applicable. When finished, delete these instructions.

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 – eg: [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:

[Insert] ("the Retention Amount") which Retention Amount shall not at any given time exceed [number] per cent of the Charges. 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. *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:* 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. *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:*

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 [insert number]calendar days either Party may terminate at 14 days notice.

D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that

payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving [insert period of time months] written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [insert period of time 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.

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

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

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

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

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

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

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 6: Confidentiality Agreement

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

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

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

WHEREAS

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

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

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

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:

   2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

   2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

   4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

   4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

      I to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or

      ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

   PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

   i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or

   ii which is or becomes public knowledge other than by breach of this clause; or

   iii is independently developed by the Contractor without access to or use of the Confidential Information; or

   iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

   6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

   6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.

8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.

9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.

10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

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

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Subject" has the meaning given under the Data Protection Laws;

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

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

(1) process that Personal Data only on the written instructions of the Contracting Authority;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

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

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

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
ii. the data subject has enforceable rights and effective legal remedies;
iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Contacting 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 Contacting 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	SIGNED for and on behalf of the Contractor
_____	_____
(being a duly authorised officer)	
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