Request for Tenders dated 9 June 2026 for the Provision of a Capacity Auction Monitor

File Ref: 011-03-639

Tender procedure: Open procedure

Tender Deadline 12.00 noon 10 July 2026

Contents

Definitions

Capitalised terms have the meaning given to them in the Services Contract, unless they are defined below in this RFT in which case they have the meaning given to them in this RFT. In addition, Requirements and Specifications, capitalised terms not defined below or in the Services Contract have the meaning given to them in the Requirement and Specifications.

Award Criteria mean, as the context so admits or requires, anyone, more or all of the award criteria set out in part 3.3 of the RFT.

Competition means the public procurement competition provided for by this RFT.

Contracting Authorities means, as the context so admits or requires, either or both CRU and UR.

Contract Comments Deadline has the meaning given to it in paragraph 2.3.2.

Contractor means, , the successful Tenderer who enters a Services Contract for the performance of the Services

CRM means the SEM Capacity Remuneration Mechanism.

CRU means the Commission for Regulation of Utilities.

ESPD means the Electronic European Single Procurement Document.

Exclusion Grounds means the circumstances and grounds set out in Regulation 57 of the Irish Procurement Regulations and/or Regulation 57 of the Northern Irish Procurement Regulations (and includes, as the context so admits or requires, any one, more or all of them).

Evaluation Committee means the evaluation committee appointed by the Contracting Authorities, as provided for by part 3.7.

Irish Procurement Regulations mean the European Union (Award of Public Authority Contracts) Regulations 2016.

Irish Remedies Regulations means the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010

UR means The Utility Regulator

Northern Irish Procurement Regulations means the Procurement Act 2023.

Northern Irish Remedies Regulations means Public Procurement (Amendments Repeals & Revocations) Regulations 2016 and the Public Procurement (Revocation) Regulations 2025.

Lot - not used

Preferred Tenderer means, the Tenderer provisionally appointed by the Contracting Authorities as the Preferred Tenderer following the evaluation of Tenders.

Prime Contractor has the meaning given to it in part 2.5.1.

Procurement Directive means Directive 2014/24/EU of the European Parliament and of the Council on Public Procurement.

Procurement Regulations means, with respect to the CRU, the Irish Procurement Regulations and, with respect to UR, the Northern Irish Procurement Regulations.

Requirements and Specifications means the requirements and specifications in respect of the Services as set out in Appendix 1 of this RFT.

RFT means this request for Tenders, together with any written clarifications in respect of it issued by the Contracting Authorities.

Selection Criteria mean the selection criteria set out in part 3.2 of the RFT.

Services means, the services to be performed under the Services Contract, as more particularly described in the Requirement and Specifications.

Services Contract means, the contract to be entered into between the Contractor and Contracting Authorities, a copy of which is set out in draft form in Appendix 5 of this RFT.

SEM means the all-island Single Electricity Market.

SME means small and medium enterprises.

Standstill Period has the meaning given to it in part 3.5.

Subcontractor has the meaning given to it in part 2.5.1.

Tender means, a tender submitted by a Tenderer in response to this RFT, together with any written clarifications in respect of it submitted by the Tenderer to the Contracting Authorities in accordance with this RFT (and includes, as the context so admits or requires, any one, more or all Tenders).

Tender Deadline has the meaning given to it in paragraph 2.6.5.

Tenderer means, any person who has submitted, or intends to submit, a Tender in response to this RFT and, where the Tenderer is a consortium or group, reference to a Tenderer includes the members of that consortium or group (and includes, as the context so admits or requires, any one, more or all of the Tenderers).

TSC means the SEM Trading and Settlement Code.

Part 1: Introduction

1.1 The Commission for Regulation of Utilities ("**CRU**") and The Utility Regulator ("**UR"**) (collectively referred to as the "**Contracting Authorities**") invite Tenders in response to this Request for Tenders ("RFT") from Tenderers for the provision of the services as described in Appendix 1 to this RFT (the "**Services**"). CRU and UR are the Contracting Authorities for this public procurement competition ("**Competition**") and will be a party to the resulting Services Contract. The open procedure is being used for this Competition.

1.2 In summary, the services relate to the all-island Single Electricity Market (SEM) specifically the Capacity Remuneration Mechanism (CRM). The Capacity Auction Monitor shall monitor the processes and procedures followed by the System Operators in carrying out the qualification process, conducting capacity auctions and related activities under the Capacity Market Code (CMC) and in accordance with the Terms of Reference[1] determined by the SEM Committee (SEMC). The purpose of the Capacity Auction Monitor is to provide independent assurance to the market and the Contracting Authorities that the System Operators are correctly carrying out their obligations under the CMC.

1.3 Variant Tenders are not permitted.

1.4 Any contract that may result from the Competition ("**Services Contract**") will be issued for a term of **36 months ("Term")**.

1.5 The contracting authorities reserve the right to extend the term for a period of up to **12 months** with a maximum of one such extension on the same terms and conditions, subject to either of the Contracting Authorities' obligations at law.

1.6 The Contracting Authorities estimated aggregate expenditure on the Services covered by the proposed Services Contract is a total of approximately **€883,000** (excl. VAT) for for the respective Terms (to include any potential extension of the Term). Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 The Contracting Authorities' policies seek to encourage participation on a fair and equal basis by small and medium enterprises ("**SME**") 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.

1.8 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 Contract that may result from this Competition.

1.9 In the performance of the Services Contract the Contractors shall be required under the Services Contract to observe and comply with the provisions of all laws applicable in the Republic of Ireland and Northern Ireland and to all EU law, as may be amended or extended, any applicable regulations, directives and/or decisions of the European Union and Northern Ireland (including any legislation or secondary legislation transposing the

[1] SEM Committee - Terms of Reference for the Capacity Market Auditor and Capacity Auction Monitor

provisions of EU law) and the jurisdiction of the courts of Ireland, and where appropriate, Northern Ireland shall apply unless otherwise referred to herein.

1.10 In respect of this RFT process and any Services Contract that may result from the Competition:

1.10.1 CRU is undertaking this procurement process in accordance with the Irish Procurement Regulations and subject to the jurisdiction of the Irish courts in accordance with the Irish Remedies Regulations; and

1.10.2 UR is undertaking this procurement process in accordance with the Northern Irish Procurement Regulations and subject to the jurisdiction of the Northern Irish courts in accordance with the Northern Irish Remedies Regulations.

Each Contracting Authority is responsible in respect of its respective jurisdiction only.

1.11 Tenderers are responsible for communicating the terms of the RFT (including clarifications) to their members, Subcontractors and other persons involved in their Tender.

1.12 Submission of Tenders:

Tenderers are required to complete and submit a separate tender response document ("**Tender Response Document" / "TRD**") as per requirements as set out in 2.6 of this RFT.

Tender Response Format:
Tenderers should note that it is a **<u>mandatory requirement</u>** of this Competition for Tenderers to complete, the Tender Response Document provided as a separate attachment to this RFT. The purpose of the TRD is to simplify and streamline the tender response process for all Tenderers and to simplify and streamline the evaluation process for the Contracting Authority. The TRD comprises of;

1. **Document A** - Qualification Response
2. **Document B** - Non Cost Award Criteria Response
3. **Document C** - Cost Award Criteria Response
4. European Single Procurement Document (**ESPD**)

Note: Use of the European Single Procurement Document
Tenderers are required to complete and submit with their Tender Response an electronic version of the European Single Procurement Document ("ESPD"). In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response.

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.

The TRDs must be submitted in accordance with the submission requirements in paragraph 2.6.1 of this RFT. The Tenderer's response in the Tender Response Document must also address all of the requirements of this RFT.

Part 2: Instructions to Tenderers

2.1: Important Notices

2.1.1 The Contracting Authorities have prepared this RFT for the sole purpose of inviting Tenders from the Tenderers for the Services.

2.1.2 The information set out in the RFT is being made available on condition that it is only used in connection with this Competition and for no other purpose whatsoever. It is provided as a guide only and does not purport to contain all the information that a Tenderer may require in connection with the Services Contract. In no circumstances shall the Contracting Authorities or their advisers, consultants, contractors and/or agents incur any liability or responsibility arising out of or in respect of the issue of the RFT.

2.1.3 The information provided in the RFT is offered in good faith for the guidance of Tenderers but no warranty or representation, express or implied, is given as to the accuracy or completeness of any of the information set out in the RFT or on which the RFT is based or issued pursuant to the RFT.

2.1.4 The Contracting Authorities and their advisers shall not under any circumstances whatsoever have any liability for the accuracy, adequacy or completeness of the RFT or for any other written or other communication made available during the course of the Competition including, without limitation, for any loss, damage, cost or expense incurred or arising as a result of reliance on such information or communication. Where information in the RFT is cited from a third-party source, such information has not been independently verified.

2.1.5 The Contracting Authorities reserve the right to amend the RFT, its requirements and any information contained herein at any time by notice, in writing, to the Tenderers.

2.1.6 The Contracting Authorities reserve the right to take such steps as they consider appropriate, including (but not limited to):

- (a) changing the basis of, or the procedures (including the timetable) relating to, the tender process;
- (b) rejecting any, or all, of the Tenders;
- (c) not inviting a Tenderer to proceed further;
- (d) not furnishing a Tenderer with additional information; or
- (e) abandoning the Competition.

2.1.7 Nothing in the RFT is, or may be relied upon as, a promise or representation to the Contracting Authorities' ultimate decision in relation to the award of the Services Contract which are the subject of this competition, or as a representation of fact or promise as to the future. None of the information contained in the RFT shall impose any legal obligations on the Contracting Authorities and there is and will be no collateral contract imposing obligations on the Contracting Authorities. No contractual rights as against the Contracting Authorities will exist unless, and until, a formal written Services Contract has been executed by or on behalf of the Contracting Authorities with the Contractor concerned.

2.1.8 The Contracting Authorities and their advisers, consultants, contractors and/or agents do not accept or have any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Services.

2.1.9 The Contracting Authorities shall not be obliged to appoint any of the Tenderers to undertake the Services and reserves the right not to proceed with the award process and to withdraw from the process at any time. No contract to be entered into with a Contractor will contain any representation or warranty from the Contracting Authorities in respect of the RFT.

2.1.10 The RFT is being made available by the Contracting Authorities to Tenderers on the terms set out in the RFT only. The RFT is not being distributed to the public nor has it been filed, registered or approved in any jurisdiction. Its possession or use in any manner contrary to any applicable law is expressly prohibited. Tenderers shall inform themselves concerning, and shall observe, any applicable legal requirements.

2.1.11 Each Tenderer's downloading or acceptance of delivery of the RFT constitutes its agreement to, and acceptance of, the terms set forth in this important notice and the RFT. Any breach of the terms of this important notice may result in the exclusion of a Tenderer from this Competition, at the Contracting Authorities' sole discretion.

2.1.12 The Contracting Authorities do not bind themselves to accept the lowest priced or any Tender.

2.1.13 The RFT does not constitute an offer or commitment to enter into a Services Contract.

2.1.14 Any notification of Preferred Tenderer status by the Contracting Authorities is provisional and shall not give rise to any enforceable rights or legitimated interest by the Preferred Tenderer and may be withdrawn at the discretion of the Contracting Authorities.

2.1.15 The award of a Services Contract does not confer exclusivity on the Contractor.

2.1.16 The Contracting Authorities may (but are not obliged to) issue an updated version of this RFT in which case the most recent version will supersede and replace any earlier version. This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authorities and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.17 In this important notice, references to the RFT includes all information contained in the RFT, any accompanying documentation, and/or information and/or opinions made available during the remainder of the Competition by or on behalf of the Contracting Authorities and/or their advisers, consultants, contractors, servants and/or agents in connection with the RFT or the Services including, without limitation, the information made available in response to any queries.

2.2: Compliant Tenders

2.2.1 Tenderers must participate in this Competition subject to, and in accordance with, the requirements of this RFT and in accordance with any other requirements communicated from time to time to Tenderers by the Contracting Authorities.

2.2.2 A Tenderer which fails to fully comply with the RFT or any other requirements communicated from time to time to the Tenderer by the Contracting Authorities to the satisfaction of the Contracting Authorities may, subject to section 2.2.3, be treated as failing to comply with mandatory conditions of this RFT and may, at the absolute discretion of the Contracting Authorities and subject to section 2.2.3, be rejected and eliminated from this Competition.

2.2.3 If a Tenderer's Tender fails to comply in any respect with any of the requirements set out in the RFT (whether or not stated to be mandatory or similar) or the Contracting Authorities considers the Tender be ambiguous or require clarification or amplification in any respect, the Contracting Authorities are entitled (but is not obliged), subject to applicable law, to take such action as they consider appropriate including:

(a) To reject the relevant Tenderers' Tender which is non-compliant with any requirement of the RFT (whether or not stated to be mandatory or similar) and eliminate the Tenderer; or

(b) Without prejudice to the Contracting Authorities' right (where there is non-compliance) to reject the Tenderer's Tender in a given case as non-compliant:

(i) to meet with, raise issues and/or seek clarification, amplification or supplementary information from the Tenderer in respect of the Tender and/or the non-compliance;

(ii) to request the Tenderer to provide the Contracting Authorities with information on items or items or documents which have not been provided or have been provided in an incorrect form or on an incorrect basis or are incomplete or erroneous; and/or

(iii) to waive a requirement which, in the opinion of the Contracting Authorities, is appropriate in the circumstances (particularly if it is minor and/or procedural) and to proceed to evaluate such Tender in accordance with the RFT,

provided that no material amendments may be made to a Tender in a given case where this would give rise to a breach of applicable law.

2.2.4 Tenderers are required to comply with and facilitate any requests in this respect within such timeline as the Contracting Authorities may, at their absolute discretion, stipulate.

2.2.5 The Contracting Authorities have final determination on whether a Tender is compliant or non-compliant.

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 Not used.

2.3.3 Not used.

2.3.4 Tenderers are required, when submitting their Tenders, to confirm their acceptance of the most recent version (published prior to the Tender Deadline) of the terms and conditions of the Services Contract by signing the Tenderer's statement at Appendix 3.

2.3.5 In the performance of the Service Contract, the Contractors shall be required to observe and comply with the provisions of all laws applicable in the Republic of Ireland and Northern Ireland and EU law as may be amended or extended and any applicable regulations, directives and/or decisions of the European Union (and any legislation or secondary legislation transposing the same into law). Without prejudice to the generality of the above, each Tenderer acknowledges that, by participating in this Competition and having acquainted itself with the requirements of the legislation (and any associated legislation and/or statutory instrument) set out below (as amended) and any regulations made under this legislation, it shall comply with its obligations thereunder to the extent that they are applicable to the performance of its obligations under this service contract:

Northern Ireland

- Freedom of Information Act 2000;
- Small Business Enterprise & Employment Act 2015;
- Prevention of Corruption Acts 1889-2010;
- The Late Payment of Commercial Debts Regulations 2013;
- The Bribery Act 2010;
- The Agency Workers Regulations (NI) 2011;
- Competition Act 1998, as amended;
- Enterprise Act 2002, as amended;
- The Equality Act 2010 (as applicable); and
- The Northern Ireland Act 1998

Republic of Ireland

- Freedom of Information Act, 2014;
- Prevention of Corruption Acts 1889 to 2010;
- Protection of Employees (Temporary Agency Work) Act 2012;
- Ethics in Public Office Acts 1995 and 2001;
- Competition Act 2002; and
- European Communities (Late Payment in Commercial Transactions) Regulations 2012

2.3.6 **Capacity Auction Monitor**:

CRU and UR, the Regulatory Authorities (RAs), have a responsibility under the Capacity Market Code (CMC) (paragraphs B.10.1.1 and B.10.1.4) to appoint a person or firm as Capacity Auction Monitor every three years for a three-year term. For the purposes of selecting a Capacity Auction Monitor, the RAs shall conduct a tender process.
Paragraph B.10.1.6 of the Code states that the costs will be borne by the System Operators.

Although the costs are borne by the System Operators, the Capacity Auction Monitor is required to deliver two reports per individual Capacity Auction to CRU and UR. Paragraph B.10.1.5(d) confirms that the Capacity Auction Monitor is to deliver to the RAs, a report on the Qualification Process for each Capacity Auction in accordance with paragraph B.10.3 and an auction report for each Capacity Auction in accordance with paragraph B.10.4.

2.3.8 Payment for the Service deliverables will be in accordance with Appendix 5: Services Contract and shall be in accordance with the terms and conditions referred to in Annex B attached to this RFT.

2.4: Acceptance of RFT Requirements

2.4.1 By downloading this RFT, submitting a Tender in response to this RFT and/or by participating in this Competition, each Tenderer (including, without limitation, every individual member of a Tenderer) irrevocably and unconditionally accepts, and agrees to, the terms and conditions of this RFT and is legally bound by it.

2.4.2 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 Authorities must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authorities cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's statement.

2.5: Consortia, Prime/Subcontractors and Reliance on Third Parties

2.5.1 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 Authorities will deal with all matters relating to this Competition through the entity who is designated in the Tender as the entity that will carry overall responsibility for the performance of the Services Contract only ("**Prime Contractor**"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium members (the "**Subcontractor**"). The Tenderer must clearly set out the name, title, telephone number, postal address, facsimile number and e-mail address of the nominated contact personnel of the Prime Contractor 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 (including from any Subcontractor) will normally not be accepted, acknowledged or responded to.

2.5.2 With regard to criteria relating to economic and financial standing and to criteria relating to technical and professional ability, a Tenderer or a member or Subcontractor of a Tenderer may, where appropriate and for a particular contract, rely on the capacities / resources of other entities, regardless of the legal nature of the links which it has with them (including, for example, but not limited to, reliance on a parent company's resources / capacities).

2.5.3 However, criteria relating to educational and professional qualifications or to the relevant professional experience, capacities / resources of other entities may only be relied upon where the latter will perform the Services for which these capacities / resources are required.

2.5.4 Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the Contracting Authorities may require that the Tenderer and those entities be jointly liable for the execution of the Services Contract.

2.5.5 Where a Tenderer or a member or Subcontractor of a Tenderer wants to rely on the capacities of other entities, the Tenderer must prove to the Contracting Authorities that it will have at its disposal the resources necessary by producing a letter from such supporting entity confirming that it is committed to providing the necessary resources / capacities (including details of the resources which will be made available and the basis upon which those resources will be made available).

2.5.6 A guarantee or other form of contractual commitment in favour (at the Contracting Authorities' discretion) of either or both the Contractor and Contracting Authorities may, at the Contracting Authorities' discretion, be required at contract execution stage from such supporting entities as a condition of contract award.

2.5.7 Where any Tenderer (or member or Subcontractor of the Tenderer) is relying on the resources of another undertaking, then the ESPD must be provided both in respect of that Tenderer or Tenderer member or Subcontractor and in respect of the entity whose resources / capacity is being relied upon by the Tenderer or relevant Tenderer member or Subcontractor.

2.5.8 The Contracting Authorities intend to evaluate the Tenderer or Tenderer member or subcontractor:

(a) in respect of financial/economic standing, based on the financial and economic standing of the undertaking whose resources / capacity are being relied upon; and

(b) in respect of technical standing, based on the technical standing of the undertaking whose capacity / resources are being relied upon and on the basis of the Tenderer's or the Tenderer member's or Subcontractor's own technical standing as appropriate.

2.5.9 In the event that the Contracting Authorities deem that the evidence provided in respect of reliance on resources is insufficient (or where no reliance on resources is sought), the Tenderer or relevant Tenderer member or Subcontractor will be evaluated based on its own financial, economic and technical standing.

2.6: Tender Submission Requirements

2.6.1 Tenderers, subject to paragraph 2.2.3, are required, in particular, to:

a. Follow the format of this RFT and respond to each element in the order as set out in this RFT.

b. Complete and submit with their Tender the European Single Procurement Document ("**ESPD**"). **Note:** A tenderer may reuse an ESPD response submitted previously for another competition where the tenderer confirms where it confirms that the information contained in that ESPD continues to be correct.

c. Submit all documentation which this RFT requires to be submitted with their Tender.

d. Conform and comply with all instructions and requirements set out in this RFT.

e. Submit the statement required under paragraph 2.3.4.

f. Submit the statement required under paragraph 2.4.2.

g. Not alter or edit this RFT in any way.

2.6.2 Tenderers should note that where a Tenderer or a member or Subcontractor of a Tenderer is relying on the capacity or resources of other entities in accordance with section 2.5, it must:

(i) complete and submit a separate ESPD in respect of each such entity which is being relied upon; and

(ii) provide a letter from such supporting entity demonstrating that it is committed to providing the necessary resources / capacities (including details of the resources / capacity which will be made available and the basis upon which those resources will be made available).

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

2.6.4 Tenderers must ensure that they give themselves sufficient time to upload and submit all required Tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 2GB for the total (combined) documents sent to the electronic post-box; the maximum size for a single file uploaded to the eTenders platform is 250MB. In order to submit a document to the electronic post-box, please note that you must click "submit response". After submitting you can still modify and re-send your response up until the response deadline. Tenderers should be aware that the 'submit response' button will be disabled automatically upon the expiration of the response deadline.

2.6.5 Tenders must be received not later than **12 noon local time on 10 July 2026** or such revised date as is published by the Contracting Authorities on e-Tenders ("**Tender Deadline**").

2.6.6 Other than in exceptional circumstances (as determined by the Contracting Authorities), Tenders that are received late will NOT be considered in this Competition. The Contracting Authorities may accept a Tender or, if applicable, part of a Tender that is not submitted by the Tender Deadline where the Contracting Authorities consider that the principle of proportionality, in exceptional circumstances, requires the acceptance of the Tender or omitted part of the Tender and doing so would not breach the principles of transparency and equal treatment. Where the Tenderer has acted responsibly and in accordance with the RFT, and something occurs that is not within its control (albeit that it need not necessarily be entirely outside its control) which has frustrated due compliance with a deadline (such as failure to achieve deadlines as a result of power or Internet failure, or force majeure, or where the lateness is due to the fault of the Contracting Authorities), this, absent some clear or identifiable fault on the part of the Tenderer, may *prime facie* constitute exceptional circumstances where the Contracting Authorities may consider exercising their discretion under this provision, but depending on the facts, other circumstances may be "exceptional circumstances" where the Contracting Authorities may consider that proportionality would require acceptance of the late submission. The decision of the Contracting Authorities whether or not to accept a late Tender (or part of it) is final.

2.6.7 Tenders must be submitted in English. All financial information submitted should be denominated in Euros (EUR). Where financial information is being converted from one currency to Euros (EUR), the exchange rate assumed by the Tenderer for this purpose should be clearly identified.

2.6.8 Each Tenderer is, subject to paragraph 2.14 and 2.18, limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

2.6.9 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF or Microsoft Word. The Contracting Authorities are not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt. Tenders, subject to section 2.6.6, may not be re-submitted after the deadline for submissions if they cannot be read immediately using PDF or Microsoft Word.

2.6.10 Tenderers must disclose all relevant information in their Tenders and otherwise. Tenderers that, or that attempt to, withhold any information that the Tenderer knows to be relevant, or to mislead the Contracting Authorities, may, at the Contracting Authorities' absolute discretion, be rejected and eliminated from this Competition .

2.6.11 If a Services Contract is awarded to a Tenderer that has knowingly withheld relevant information or misled the Contracting Authorities, the Services Contract may, at the Contracting Authorities' absolute discretion, be rendered null and void.

2.7: Queries and Clarifications

2.7.1 Each Tenderer must fully satisfy itself as to the nature and requirements of the RFT. In addition, if a Tenderer considers that any aspect of the RFT is not clear or is ambiguous or contains errors, or if a Tenderer has any queries regarding the scope of the Services or the manner in which the evaluation will be undertaken or the manner in which any of the Award Criteria (including any sub-criteria), minimum requirements or other requirements will be applied, this must be raised with the Contracting Authorities in accordance with this section.

2.7.2 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 **17.00 hours local time on 25 June 2026** (or such later date published by the Contracting Authorities on eTenders). For the avoidance of doubt, Tenderers may not contact the Contracting Authorities directly regarding any aspect of this Competition.

2.7.3 All responses to queries will be issued by the Contracting Authorities via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that, subject to paragraphs 2.7.4 and 2.7.5, the Contracting Authorities will not respond to individual Tenderers privately.

2.7.4 If a Tenderer believes a query and/or the response relates to a confidential aspect of its Tender, it must mark the query as "confidential". If the Contracting Authorities, at their absolute discretion, are satisfied that the query and/or its response should be properly regarded as confidential, the nature of the query and its response shall, subject to paragraph 2.7.5, be kept confidential.

2.7.5 If the Contracting Authorities are of the opinion that it would be inappropriate to answer the query/request on a confidential basis it will notify the Tenderer and require the Tenderer to either withdraw or reformulate the query or to raise any objection within 2 days of such notification and state the grounds for its objection. If the Tenderer does not withdraw or reformulate the query/request or raise any objection within the specified period, or the Contracting Authorities are of the opinion that, notwithstanding the objection of the Tenderer, the query/request is not confidential, the Contracting Authorities may issue the query and its response to all of the Tenderers.

2.7.6 The Contracting Authorities reserve the right to issue or seek written clarifications.

2.7.7 The Contracting Authorities reserve 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.

2.7.8 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.

2.7.9 The Contracting Authorities do not accept responsibility for any communications issued by them which are missed or not received by a Tenderer or for communications issued by Tenderers which are not received by the Contracting Authorities. The onus is on a Tenderer to follow up with the Contracting Authorities if no response is received. The Contracting Authorities may not follow up on out of office or message failure notices received. Accordingly, Tenderers should ensure that valid contact details have been provided when registering for the eTenders website and that such emails are monitored.

2.8: Tendering Costs

2.8.1 All costs and expenses incurred by Tenderers relating to or arising out of or in connection with 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. This applies in all cases whatsoever, including where the Competition is terminated and/or errors are made in the running and decision making in the Competition.

2.9: Confidentiality

2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authorities to Tenderers during the course of this Competition:

a. is 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 Authorities;
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 Authorities upon cancellation or completion of this Competition if so requested by the Contracting Authorities.

2.10: Pricing

2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RfT.

2.10.2All 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, in the manner set out in Appendix 2, and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.3Tenderers must confirm that all prices quoted in the Tender will remain valid for 160 days commencing from the Tender Deadline. This period may be extended where the Tender validity period is extended pursuant to paragraph 2.23.3.

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

2.10.5Payments 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 and Annex B, Terms and Conditions of Payment.

2.10.6Tenderers should note that prices are fixed for the term of the Services Contract.

2.10.7As set out at paragraph 2.3.6 it is intended that that the System Operator will discharge the fees payable under the Services Contract on behalf of the Contracting Authorities.

2.10.8Where the Contracting Authorities are concerned that a Tenderer's rates and/or price may be abnormally low, the Contracting Authorities may (but, except to the extent required under applicable law, are not obliged to), at their sole discretion:

(a) request further explanation and evidence, either in writing or in the form of additional financial analysis, of those parts of the Tender which it considers may contribute to the prices and/or rates being abnormally low;

(b) take account of the further explanation and evidence submitted by the Tenderer in response to the request; and

(c) subsequently verify the parts of Tender that the Contracting Authorities believe to be abnormally low with the Tenderer.

2.10.9 The Contracting Authorities reserves the right (but, except to the extent required under law, are not obliged to) to reject a Tender which is considered to be abnormally low, in particular, where:

(a) the Tenderer fails to provide the information requested;

(b) the further explanation and evidence provided by the Tenderer does not satisfactorily explain the abnormally low price or rates; and/or

(c) the abnormally low rates or prices are due to a failure to (or proposed failure (as evident from the Tender) to comply with provisions for employment protection and working conditions applicable to the place where any work is to be carried out or where any products or services are to be supplied; and/or

(d) the abnormally low rates or price are a result of the Tenderer's non-compliance (or proposed non-compliance as evident from the Tender) with one or more of the conditions and/or requirements of this Competition as set out in the RFT or the Services Contract.

2.11: Environmental, Social and Labour Law

2.11.1 In the performance of any Services Contract awarded, the Contractors 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 (including the laws of Ireland and Northern Ireland), collective agreements or by international, environmental, social and labour law listed in Annex X of the Procurement Directive.

2.11.2 The Contractors shall be required 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 and implemented in Northern Irish law by the Transfer of Undertakings (Protection of Employment) Regulations 2006 and to indemnify the Contracting Authorities 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. The Northern Ireland equivalent is the Agency Workers Regulations (Northern Ireland) 2011 (the "**2011 Regulations**") which will also apply. Where the provision of the Services will involve the provision to the Contracting Authorities of agency workers (within the meaning of the 2011 Regulations or the 2012 Act), Tenderers should ensure that they consider their obligations under the 2011 Regulations and the 2012 Act when pricing their Tender. The Contracting Authorities shall have no liability for any increase in salaries that may be payable as a result of the application of the 2011 Regulations or the 2012 Act to the provision of the services as relevant to each of the Contracting Authorities.

2.12: Publicity

2.12.1 No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted by a Tenderer or other person unless and until the Contracting Authorities have given their prior written consent to the relevant communication. This does not limit or affect the Contracting Authorities' right to publicise any element of this Competition.

2.13: Registrable Interest

2.13.1 Any registrable interest involving any Tenderer or member or Subcontractor of a Tenderer and the Contracting Authorities, members of the Governments of either jurisdiction, members of the legislative bodies of either jurisdiction or employees and officers of the Contracting Authorities 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 member or Subcontractor of the Tenderer after the submission of a Tender, must be communicated to the Contracting Authorities immediately upon such information becoming known to the Tenderer or member or Subcontractor of the Tenderer.

2.13.2 The terms "registrable interest" and "relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001 (as amended). The Contracting Authorities will, at their 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

2.14.1 Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act") and the Competition Act 1998 in respect of Northern Ireland (the "1998 Act"). The 1998 Act and the 2002 Act make it a criminal offence for Tenderers to collude on prices or terms in a public procurement Competition.

2.14.2 Collusion, or any attempt by interested parties and/or Tenderers to influence, in any way, the Competition, will result in the disqualification of that/those interested parties/Tenderer(s). Examples of such improper influence are collusion, price fixing, bid rotation or market division.

2.15: Industry Terms Used in RFT

2.15.1 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 (for Ireland) and the Freedom of Information Act 2000 (for Northern Ireland), 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 such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Tenderer. The Contracting Authorities will, where possible, consult with Tenderers about confidentiality or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Acts.

2.16.3 The final decision on any Freedom of Information request rests with the relevant Contracting Authority, subject to applicable law.

2.16.4 Tenderers should seek their own legal advice on the applicability of the Freedom of Information Act 2014 and the Freedom of Information Act 2000.

2.16.5 The Contracting Authorities are not liable or responsible under any circumstances whatsoever for any loss, damage or suffering of any kind suffered as a result of disclosure of such information before, during or after this Competition and process.

2.17: Tax Clearance

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

2.18: Conflicts of Interest

2.18.1 Any conflict of interest or potential or perceived conflict of interest on the part of a Tenderer, member, Subcontractor or individual employee(s) or agent(s) of a Tenderer or member or Subcontractor(s) must be fully disclosed to the Contracting Authorities as soon as the conflict or potential or perceived conflict is or becomes apparent. In the event of any actual or potential or perceived conflict of interest (including prior involvement or advice to the Contracting Authorities in connection with the preparation of this RFT or for this Competition or participation in more than one Tender), the Contracting Authorities will invite Tenderers to propose means by which the conflict of interest will be removed or properly addressed to the satisfaction of the Contracting Authorities. The Contracting Authorities will, at their 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 or permitting a Tenderer to continue in the Competition but subject to such conditions (for example, a requirement to cease using a particular Subcontractor or member of a Tenderer or a restriction on participating in more than one Tender) and/or the implementation of such measures and protections (for example, Chinese walls and other protections) as the Contracting Authorities may require at their discretion.

2.18.2 A Tender must, in particular, disclose if it, or any of its members or sub-contractor(s) or other parties that are to be identified in its Tender, has any economic, legal, commercial or financial relationship with another Tenderer or member or sub-contractor(s) of another Tenderer submitting a separate Tender. In such an instance, the Tenderer must notify the Contracting Authorities as to the identity of the other Tenderer and the economic, legal commercial or financial relationship in question as soon as possible and in any event prior to the submission of their Tender so that the Contracting Authorities can determine whether it considers this to constitute a conflict of interest or whether it may give rise to a risk of collusion or distortion of competition arising.

2.18.3 The Tenderer is required in such event to provide an accompanying statement stating that it is aware of the proposed multiple participation and that it has been brought to the attention of all concerned whilst, at the same time, maintaining the integrity of this Competition and confidentiality. The Tenderer is also required in such an event to propose suitable protections and procedures to be put in place by the Tenderer to protect against or minimise any potential conflict, collusion or distortion of competition arising.

2.18.4 Tenderers which are a group of firms should inquire whether the other members and/or subcontractor(s) of the Tenderer are involved in any other Tenderer's Tender, for example, as a member and/or proposed subcontractor(s).

2.18.5 The Contracting Authorities reserve the right at their absolute discretion to refuse to allow a consortium member or sub-contractor to be part of another competing Tenderer and/or to disqualify a Tenderer and/or to implement such measures or protections as determined by the Contracting Authorities.

2.19: Withdrawal from Competition

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

2.20: Site Visit

2.20.1 Not Used

2.21: Insurance

2.21.1 The Contractor shall be required to hold for the term of the Services Contract the following insurances in aggregate in a year:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€1.0 million for any one claim or series of claims arising out of a single occurrence, per insurance year (for each and every claim excluding defence costs).

2.21.2 By signing the Tenderer's statement at Appendix 3, Tenderers confirm, that if awarded a Services Contract under this Competition, 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. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the Preferred Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

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

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

2.22: Change in Circumstances

2.22.1 If, as a result of a change in events, circumstances or otherwise, any information given by a Tenderer to the Contracting Authorities in the RFT or otherwise, was (when submitted) or has become (by reference to facts as they then stand) untrue, different, incomplete or misleading, the Tenderer must so inform the Contracting Authorities in writing as soon as it becomes aware of this. This includes, without limitation, information in relation to a Tenderer's financial and economic standing.

2.22.2 If it comes to the Contracting Authorities' attention that:

(a) there has been a change in events or circumstances concerning a Tenderer that could affect the Contracting Authorities' assessment of that Tenderer's Tender; or

(b) information submitted by a Tenderer was (when submitted) or has become (by reference to facts as they then stand) untrue, different, incomplete or misleading,

The Contracting Authorities may (but are not obliged to) revise their assessment of the Tenderer's Tender, as the case may be, on the basis of the information then available to the Contracting Authorities and, at their absolute discretion (but subject to applicable law), reject the Tenderer's Tender and eliminate the Tenderer from the Competition or revise any pass / fail assessment and/or adjust the scores awarded to the Tenderer under the relevant criteria.

2.23: Additional Conditions

Applicable Law

2.23.1 In respect of this RFT process and any Services Contract that may result from the Competition:

(a) the CRU is undertaking this procurement process in accordance with the Irish Procurement Regulations and subject to the jurisdiction of the Irish courts in accordance with the Irish Remedies Regulations; and

(b) UR is undertaking this procurement process in accordance with the Northern Irish Procurement Regulations and subject to the jurisdiction of the Northern Irish courts in accordance with the Northern Irish Remedies Regulations.

Each Contracting Authority is responsible in respect of its respective jurisdiction only.

Open Tenders

2.23.2 All Tenders must remain open and valid for 180 days from the date for submission of Tenders. No Tender may be withdrawn after the deadline for submission of Tenders. Tenderers, by submitting Tenders, irrevocably agree to this.

2.23.3 Whilst Tenders are only required to remain open and valid for 160 days from the date for submission of Tenders, the Contracting Authorities may (but are not obliged to) request Tenderers to extend the period for which they remain open for a longer period of time. If a Tenderer refuses such a request, the Tenderer will be deemed to have withdrawn its Tender (but the Contracting Authorities may continue to award the Services Contract to any Tenderers who have agreed to extend the validity of their Tenders).

Compliant Tenders

2.23.4 Tenderers must submit a fully compliant Tender which is not qualified in any way (though this does not limit or affect the right to include assumptions approved by the Contracting Authorities in writing in advance of the Tender Deadline) and must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal or ambiguous or placing it on a different footing from other Tenders.

2.23.5 Without limitation, this includes any attempt (notwithstanding section 2.2.5 of this RFT) by Tenderers to base their Tender on one or more assumptions (other than assumptions approved by the Contracting Authorities in writing in advance of the Tender Deadline), such that that the Tender will be affected if those assumptions are not correct. For the avoidance of doubt:

(a) any Tender qualified by such assumptions may be rejected; and

(b) without limiting or affecting section 2.23.5(a), the Contracting Authorities will not be bound by any assumptions made by a Tenderer and no assumptions will be incorporated in the Services Contract (even if approved by the Contracting Authorities through the query process, unless specified otherwise by the Contracting Authorities when approving the assumption).

2.23.6 The Contracting Authorities' decision on whether a Final Tender complies with this RFT will be final.

Specification of Standards

2.23.7 Where reference is made to an international, European, Irish, British or other national standard, then a Tenderer may propose an equivalent to any of these, provided that its proposal offers equivalent guarantees of safety, suitability and fitness for purpose to those specified.

Canvassing

2.23.8 Tenderers must not canvass directly or indirectly any member, officer or employee of the Contracting Authorities, their advisers, or any member of the Evaluation Committee. Tenderers must not offer, give or agree to give to any member of the Contracting Authorities (or their officers, advisers or employees or advisers or any member of the Evaluation Committee) any gift, or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Services Contract. Any breach of this section will entitle the Contracting Authorities to immediately disqualify the Tenderer concerned from the Competition and/or cancel and terminate the Services Contract or any existing contracts that the Tenderer has with either or both of the Contracting Authorities. The Contracting Authorities may recover any loss of expense resulting from any such termination.

Own Advice

2.23.9 Tenderers are responsible for obtaining their own financial, taxation, legal, technical, investment and other appropriate advice, and undertaking their own due diligence, in relation to this process, the RFT, the Services Contract, Competition and all information provided or made available to them, at their own cost and expense.

Compliance with Law

2.23.10 Tenderers (and their members, Subcontractors and others involved in their bid) must comply with all relevant laws and regulations that are applicable to them in the context of this Competition.

2.23.11 Any Tenderer that fails to comply with such laws and regulations to the satisfaction of the Contracting Authorities may be treated as failing to comply with the conditions of this Competition and may, at the discretion of the Contracting Authorities and subject to section 2.2.3, be rejected and eliminated from this Competition.

Exclusion of Liability

2.23.12 No representation, warranty or undertaking, express or implied, in respect of any error or misstatement by or on behalf of the Contracting Authorities is made or given to any Tenderer and no responsibility or liability is accepted by the Contracting Authorities for the accuracy or completeness of the RFT or omissions from it.

2.23.13 Under no circumstances will the Contracting Authorities or their appointed advisers accept or have any liability whatever in respect of any liability, damage or loss (including, without limitation, bid costs, loss of opportunity, loss of profit or damage to reputation) suffered or incurred by a Tenderer, Tenderer member or Subcontractor or anyone else arising out of or in respect of or in connection with the Competition, even where caused due to errors or negligence in the Competition and process or the termination of the Competition (in whole or in part). This paragraph operates to the fullest extent permitted by applicable law.

Errors

2.23.14 If a Tenderer discovers any error or omissions or lack of clarity in the RFT, the Tenderer must immediately notify the Contracting Authorities in writing of such error, omission or lack of clarity which will be resolved by the Contracting Authorities in such manner as they consider appropriate.

Legal Obligations

2.23.15 Legal and contractual obligations are imposed on Tenderers who download or respond to the RFT and the Contracting Authorities reserve the right to enforce such obligations. However, the RFT does not give rise to any enforceable contractual obligations against the Contracting Authorities and no collateral contract is entered between the Contracting Authorities and any Tenderer in such respect.

Waiver

2.23.16 The failure or neglect by the Contracting Authorities to enforce any provision of the RFT is not (and will not be deemed to be) a waiver of that provision and does not prejudice the Contracting Authorities' right to take subsequent action in respect of such provision.

Amendments

2.23.17 The Contracting Authorities reserves, at its absolute discretion, the right, at any time until the conclusion or termination of the process, to amend or modify any documents, information, data, procedures, rules and/or timelines in or related to the RFT or process in any respect by way of clarification, addition, deletion or otherwise. The Contracting Authorities will inform Tenderers of any such amendments or modifications, if appropriate.

Reserved rights

2.23.18 The publication of the RFT does not warrant or imply that any tenderer will be awarded a contract, or any tenderer will be awarded or invited to enter into the contract on any particular conditions.

2.23.19 Without limiting or affecting Paragraphs 1.10 and 2.23.1, the CRU is entitled to act for and on behalf of itself and UR with respect to this Competition in all respects. The Contracting Authorities may exercise their rights under this RFT in respect of this lot in any or all respects.

2.23.20 The Contracting Authorities reserve the right, for any reason whatsoever at their absolute discretion:

(a) to reject any and all Tenders;
(b) not to proceed with any evaluation;
(c) not to select any Tenderer or Tender;
(d) not to provide a Tenderer with any additional information;
(e) not to implement any arrangement contemplated by the RFT;
(f) to suspend the process;
(g) not to award any contract;
(h) to procure the services by alternative means;
(i) to use the negotiated procedure without a further call for competition where no Tenders or no suitable Tenders are made and/or
(j) to terminate the RFT, the process and/or the Competition at any time and without reason.

2.23.21 The Contracting Authorities may (but are not obliged to), in order to verify information provided or implied in a Tender, contact and visit a Tenderer and any or all of its members, Subcontractors, members, suppliers, funders, insurers and/or referees which might be provided in the Tender and may conduct any investigations and site visits (including to third party suppliers) (either itself or through such third parties as they may, at their absolute discretion, consider appropriate) they consider necessary in connection with responses, including by reference to information independently sourced from the market or otherwise. The Tenderers, on request, must facilitate same. This applies all the way up until Service Contract execution by the Contracting Authorities.

Part 3: Selection and Award Criteria

3.1: Compliant Tenders

3.1.1 Only those Tenderers who have submitted, subject to paragraph 2.2.3, compliant Tenders will be eligible to be evaluated in accordance with the Award Criteria at part 3.3 below.

3.1.2 The Contracting Authorities may (but are not obliged to) decide to assess Tenders against the Award Criteria before verifying the absence of Exclusion Grounds and the fulfilment of the Selection Criteria.

3.1.3 However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authorities reserve the right to ask Tenderers at any moment during the Competition (including at Preferred Tenderer stage) 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 member or Subcontractor):

(i) a declaration in the form attached at Appendix 4 (Replicated in Tender Response Document A);

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and

(iii) in the case of the Tenderer and any Subcontractor or other entity on whose capacity or resources the Tenderer or any member or Subcontractor of the Tenderer relies, all or any of the supporting documents specified at paragraph 3.2 below.

3.1.4 If a Tenderer does not, upon request by the Contracting Authorities, provide evidence which is considered by the Contracting Authorities sufficient to demonstrate:

(1) its fulfilment of any relevant Selection Criterion in accordance with this RFT; and

(2) the absence of Exclusion Grounds (other than those on the basis of which the Contracting Authorities have elected, where permitted by Regulation 57 of the Irish Procurement Regulations and Regulation 57 of the Northern Irish Procurement Regulations, not to exclude the Tenderer) or its reliability despite the existence of a relevant Exclusion Ground,

the Tenderer shall be excluded from further participation in this Competition.

3.1.5 If a Tenderer does not, upon request by the Contracting Authorities, provide evidence which is considered by the Contracting Authorities sufficient to demonstrate:

(1) the fulfilment of any relevant Selection Criterion in accordance with this RFT by any member or Subcontractor of the Tenderer or other entity upon whose capacity or resources the Tenderer or member or Subcontractor of a Tender is relying; and

(2) the absence of Exclusion Grounds (other than those on the basis of which the Contracting Authorities have elected, where permitted by Article 57 of the Irish Procurement Regulations and Article 57 of the Northern Irish Procurement Regulations, not to exclude the relevant entity) in respect of any member or Subcontractor of the Tenderer or other entity upon whose capacity or resources the Tenderer or member or Subcontractor of a Tenderer is relying, or the reliability of any such entity despite the existence of a relevant Exclusion Ground,

the Tenderer shall be excluded from further participation in this Competition unless it replaces the member or Subcontractor or other entity upon whose capacity or resources the Tenderer or member or Subcontractor is relying on one which meets all relevant requirements of this RFT.

3.1.6 Tenderers are reminded that the Selection Criteria and Exclusion Grounds apply at all times during the Competition (including up to and including the Preferred Tenderer stage).

3.1.7 The Contracting Authorities reserve the right, at their sole discretion, to re-assess the eligibility, economic and financial standing and technical and professional capability of any Tenderer (or Tenderer member or Subcontractor) at any point(s) throughout this Competition (including at Preferred Tenderer stage).

3.2: Selection Criteria

3.2.1 Not used.

3.2.2 Tenderers will either pass OR fail each of the Selection Criteria as detailed below and in paragraphs 2.21.1 and 2.17. If a Tenderer fails any of the Selection Criteria, the Tenderer will, subject to paragraph 3.1.5, be excluded from participating in this Competition for the Lot concerned. The onus is on Tenderers to ensure that their Tenders fully and properly address and respond to the Selection Criteria.

3.2.3 Tenderers, in the first instance, must declare by way of the ESPD and Qualification Response (TRD Document A) that they satisfy the pass / fail Selection Criteria set out below and in paragraphs 2.21.1 and 2.17.

3.2.4 Tenderers must provide the supporting documentation specified below without delay when requested by the Contracting Authorities. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation to demonstrate its economic and financial standing, the Tenderer must inform the Contracting Authorities of the reason as to why the documentation cannot be supplied and, if the Contracting Authorities considers the reason given to be valid, provide such other suitable alternative documentation which the Contracting Authorities considers appropriate to prove, to the satisfaction of the Contracting Authorities, it satisfies the relevant pass / fail Selection Criterion in respect of its economic and financial standing.

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3.2.5 Economic and Financial Standing Selection Criteria [TRD Document A]

(a) **Good Financial Standing:**

Pass / Fail Qualifying Threshold: The Tenderer must demonstrate that all accounts held by the Tenderer are in good standing.

Required Evidence: The Self Declaration in Tender Response Document (TRD) Part A must be completed in respect of this criterion.

The Tenderer must, when so requested by the Contracting Authorities, and without delay at any time prior to the award decision being made, provide a letter from the Tenderer's principal bankers or auditors letter or equivalent confirming that all accounts held by the Tenderer are in good standing.

(b) **Financial Capacity - Turnover:**

Pass / Fail Qualifying Threshold: The Tenderer must submit a statement confirming that the company's turnover equalled or exceeded €500,000 per annum in any of the last three financial years, or pro-rata if more recently established:

Required Evidence: The Self Declaration in Tender Response Document (TRD) Part A must be completed in respect of this criterion.

Tenderers must, when so requested by the Contracting Authorities and without delay at any time prior to the award decision being made, furnish appropriate evidence (e.g., auditor's statement or financial accounts or equivalent) detailing turnover for each of the three previous financial years, confirming that it meets the above required turnover levels).

3.2.6 Technical and Professional Ability Selection Criteria [TRD Document A]

(a) Comparable Contracts:

The Tenderer must demonstrate that it has successfully delivered three contracts of a similar nature and scale to the Contracting Authorities requirements under this tender during the previous three (3) years (from the date of this RFT).

Required Evidence: For each such contract, Tenderers must provide evidence of previous experience in this area by completing the tables provided in Tender Response Document (TRD) Part A. These tables may be expanded as necessary.

The entity that performed the Services under the relevant reference contract must be the entity proposed to provide the relevant Services under the Services Contract.

3.3: Award Criteria

3.3.1 The Services Contract(s) will be awarded based on the most economically advantageous tender. The onus is on Tenderers to ensure that their Tenders fully and properly address and respond to the Award Criteria.

3.3.2 A total of 1,000 marks (100%) will be available. The quality/cost ratio will be 70:30 as set out below:

Criteria	Max Marks Available	% of Total Marks Available
A: Quality	700	70%
B: Cost	300	30%
Totals	1,000	100%

3.3.3 The Award Criteria which will be considered in evaluating the quality and cost of the Tenders received, are set out below:

Award Criteria	Marks Available	Minimum Qualifying Marks*	Tender Response Document
A1. Quality of Approach & Methodology for Service Delivery and Contract Management	**200**	**120**	TRD Document B Section A1
A2. Understanding of Brief	**200**	**120**	TRD Document B Section A2

A3. Quality & Relevance of Expertise of Proposed Team	**250**	**150**	TRD Document B Section A3
A4. Proposals for Decarbonisation/ Sustainability & Social Value as part of service delivery	**50**	**N/A**	TRD Document B Section A4
A5. Cost: **A5.1** Fixed Price (250 Marks) and **A5.2** Rates Award: notional days (50 Marks)	**300**	**N/A**	TRD Document C
Total	**1,000**		

* Tenderers must achieve the minimum marks set out on the table above. Failure to achieve the minimum marks will result in rejection of the Tender and elimination from the Competition (in which case the price of the Tender concerned will not be used in determining the marks under the Cost criterion).

3.3.4 **Fixed Price (Award Criterion 5.1):** Under the Fixed Price Award Criterion, the lowest price Tender will receive the maximum score achievable under the relevant Award Criterion. The scores of all other valid Tenders will be calculated using the following formula:

$$\textbf{Fixed Price Score} = \frac{\text{(L) Lowest Tender Fixed Price}}{\text{(N) Tendered Fixed Price under evaluation}} \times \text{(T) Maximum Number of Marks Available under the Fixed Price Award Criterion}$$

3.3.5 **Rates (Award Criterion 5.2):** Under the Rates Award Criterion, the Tender with the lowest price for the notional basket of hours set out in Appendix 1 will receive the maximum score achievable under the relevant Award Criterion. The scores of all other valid Tenders will be calculated using the following formula:

$$\textbf{Rates Score} = \frac{\text{(L) Lowest Tender Price for Notional Basket of Hours}}{\text{(N) Tendered Price for Notional Basket of Hours under evaluation}} \times \text{(T) Maximum Number of Marks Available under the Rates Award Criterion}$$

Scoring Methodology (Award Criteria 1, 2, 3 and 4)

3.3.6 The following scoring methodology will be applied in respect of the Award Criteria A1, A2, A3 and A4. The score awarded within a range will depend on the extent to which the relevant description under the “Meaning” column below is satisfied.

Weighting	Meaning
91%- 100%	An excellent response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.

60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criteria under consideration

3.3.7 The following provision shall apply to any tie-break situation occurring in the evaluation process:

- If the evaluation results in a tie break between two or more Tenders, then the Tender with the highest overall "qualitative" score across Award Criteria 1, 2, and 3 shall be deemed the most economically advantageous Tender.

3.3.8 The award of the Services Contract to the highest ranked Tenderer will be conditional upon, in particular, the Tenderer submitting to the Contracting Authorities, to the extent not already provided, within seven (7) days (or such other period specified by the Contracting Authorities) of request by the Contracting Authorities, the following evidence in respect of the Tenderer (and any members, Subcontractors or other entities which are being relied upon by the Tenderer or its members or subcontractors, as applicable, in accordance with part 3.1 above):

(a) a declaration in the form attached at Appendix 4;

(b) where 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; and

(c) all or any of the supporting documents and evidence specified at part 3.2.

3.4: Presentation of Proposals

3.4.1 Tenderers may be required to make a presentation and/or attend meetings and/or attend interviews in respect of the proposal contained in their Tender. The Contracting Authorities will not be responsible for the cost of such presentations.

3.4.2 The presentation will be used for verification and understanding purposes only. Any scores provisionally allocated against the Award Criteria in advance of the presentation can either remain the same or be adjusted downwards as a result of the presentation. They will not be adjusted upwards as a result of the presentation.

3.4.3 If a clarification or supplementary information in respect of the content of a Tender which is given during the presentation may impact upon a Tenderer's provisional score, the Tenderer will be asked to confirm the clarification and/or supplementary information in writing in the interest of transparency and good administration.

3.5: Standstill Period

3.5.1 In circumstances where Directive 89/665/EEC as amended by Directive 2007/66/EC (the "**Remedies Directive**") applies, 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 Tenderer will be notified of the decision of the Contracting Authorities and of the expiry date of the standstill period.

3.5.2 Tenderers should note that the Contracting Authorities 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 Tenderer in respect of each award criterion assessed by the Contracting Authorities, including cost.

3.6: Return Signed Contracts

3.6.1 The Preferred Tenderer must sign and return the particular Services Contract and the confidentiality agreement, both in quadruplicate, to the CRU no later than 21 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the CRU. A signed Services Contract returned by the Preferred Tenderer is not binding on the Contracting Authorities until the Contracting Authorities have each signed the Services Contract.

3.6.2 Where the signed Services Contract and the confidentiality agreement have not been received by the CRU within the period as specified at clause 3.6.1 then the Contracting Authorities may (but are not obliged to) proceed to award the Services Contract to the next highest ranked Tenderer in accordance with paragraph 3.6.1 above.

3.7: Evaluation Committee

3.7.1 The Evaluation Committee appointed by the Contracting Authorities will conduct the evaluations. Each member of the Evaluation Committee will undertake such functions and tasks as each may agree to be allocated to a member or members.

3.7.2 The Contracting Authorities reserve the right, at their discretion, at any time to remove, substitute, appoint, decrease or increase the members of the Evaluation Committee without notice to Tenderers.

3.7.3 The Evaluation Committee may nominate one or more persons, including third parties, to conduct certain meetings or discussions or to evaluate or consider certain matters on its behalf during the process.

3.7.5 The Evaluation Committee is entitled to carry out investigations and undertake such other matters in respect of any matter arising out of or incidental to the Competition and/or its evaluations where, in the opinion of the Evaluation Committee, this is necessary, appropriate or helpful. The Evaluation Committee may, in particular, seek independent financial and market advice to validate information declared, or to assist in the evaluation.

3.7.6 The Contracting Authorities reserve the right to make independent trade, credit and security inquiries on Tenderers before appointing any Contractor or awarding any contract pursuant to this Tender process.

Appendix 1: Requirements and Specifications

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

Introduction

The Commission for Regulation of Utilities and the Utility Regulator, together referred to as the Regulatory Authorities ("RAs"), jointly regulate the all-island wholesale electricity market known as the Single Electricity Market (SEM) covering both Ireland and Northern Ireland respectively. The decision-making body which governs the market is the SEM Committee ("SEMC").

The Capacity Remuneration Mechanism (CRM) is a system of auctions for the procurement of multiple MWs of electricity generating capacity from multiple bidders for different delivery timeframes. This is a key feature of ensuring electricity security of supply across the Single Electricity Market (SEM).

The RAs' administration of the CRM is led by the CRM Team on behalf of the SEM Committee. This includes the administration of the rules, known as the Capacity Market Code[2] (CMC), execution of relevant auctions processes as defined within the CMC (including Exceptions Applications) and the setting of parameters that form inputs to each auction process (including where relevant, input in the policy positions relating to the methodologies that are used to set parameters).

The CRM Team oversees the auction process which is operated by the System Operators (SOs) EirGrid and SONI (via their contractual joint venture known as the Single Electricity Market Operator SEMO) in accordance with the CMC. The CRM Team is comprised of both CRU and UR staff.

The successful awarding of capacity via the auction process has an annual cost in the order of €800-900m across the island, hence Capacity Auctions not only have a significant impact on security of supply but also on the overall end consumer cost of electricity.

A helicopter guide to the CRM and the Capacity Market[3], along with links to key governance documents such as the Agreed Procedures are available via the SEMO website[4].

The RAs have a responsibility under CMC B.10.1.1 to appoint a Capacity Auction Monitor (CAM) for a three-year period. CMC B.10.2.1 also provides that:

B.10.2.1 *The Capacity Auction Monitor shall monitor the processes and procedures followed by the System Operators in carrying out the Qualification Process, conducting Capacity Auctions and related activities under this Code, in accordance with the terms of reference determined by the Regulatory Authorities.*

In addition to the CMC, The Terms of Reference for the Capacity Auction Monitor role were consulted upon and subsequently published by the SEM Committee in SEM-17-023 Decision

[2] The Capacity Market Code version 14

[3] Capacity-Market-A-Helicopter-Guide-to-Understanding-the-Capacity-Market.pdf

[4] SEMO Capacity Market Webpage

Paper, published on 10 April 2017[5]. It is important that this decision paper is strongly considered and reviewed when tendering for this contract

Summary of the Terms of Reference for the Capacity Auction Monitor:

- The Monitor will produce two reports as set out in the CMC per Capacity Auction;
- The Monitor will report on all issues identified regardless of materiality;
- The basis of the Monitor's opinion will be conducted under the International Standard on Assurance Engagements (ISAE 3000);

The role of the Capacity Auction Monitor (CAM) is to provide independent assurance to the SEM Committee, Regulatory Authorities and other internal and external stakeholders that the System Operators are correctly carrying out all of their obligations under the CMC. This includes the SOs' conduct during the Provisional Qualification Process as well as the SOs' conduct before, during and after running all Capacity Auctions.

The Monitor is also to identify any actual or potential non-compliance with the CMC or other actual or potential irregularity in the conduct of the Capacity Auction together with the Capacity Auction Monitor's assessment as to the likely consequences of the actual or potential non-compliance or irregularity. This provides the RAs with an early notification of any potential issues during the Capacity Auction process. The auction processes are high value with annual costs in the order of €800-900m across the island, hence they not only have a significant impact on security of supply but also on the overall end consumer cost of electricity.

The CMC sets out the specified timeframe in which the Capacity Auction Monitor is to complete their reports during the auction process.

<u>Confirmed Capacity Auction Timetable</u>

As an example the following table details the key Capacity Auction Timetable dates for the T-4 2029/2030 Capacity Auction[6]. Note that auction timetable dates can be subject to change however this would only be in exceptional circumstances and any change should not typically move more than a couple of weeks:

Capacity Auction	Provisional Qualification	Auction date	Provisional Results	Final Auction Results
T-4 2029/30	20/11/2025	26/03/2026	14/04/2026	05/05/2026

Potential Capacity Auction Timings

It is expected that at least two Capacity Auctions will be held each Calendar year for future Capacity Years. A Capacity Year (CY) refers to a period of time commencing from the beginning of Trade Date 1st October to the end of Trade Date 30th September. Per the CMC, each Capacity Year must be served by a T-4 auction that procures capacity between 42 to 54 months ahead of the current Capacity Year, i.e. in 2026, a Capacity Auction should take place for Capacity Year 2029/2030.

In addition to the T-4 Capacity Auctions, there is also provision within the CMC for the RAs to instruct the SOs to run a T-3, T-2 or T-1 Capacity Auction either three years, two years or one year ahead of a Capacity Year respectively as required. The RAs cannot confirm the absolute quantity of Capacity Auctions that will take place during the three-year term of this contract however we ask tenderers to include the cost for subsequent additional auctions within their submission. It should be noted that further additional auctions may also be required but the RAs are not able to confirm the Capacity Year/Auction Type for all auctions at this time

[5] SEM-17-023

[6] T-4 2029/2030 Capacity Auction Timetable

All Capacity Auction Timetables are published by System Operators on the SEMO Capacity Market webpage once approved by the RAs[7].

Requirements

Following detailed analysis, the Capacity Auction Monitor is expected to deliver two reports:

1. Report on Qualification Process (CMC Section B.10.3)
2. Report on Capacity Auction (CMC Section B.10.4)

The report on the Qualification Process is to be delivered two days after the Provisional Qualification Results have been communicated to Participants. The report on the Capacity Auction is due two days after the SOs submit the Provisional Capacity Auction Results to the RAs.[8]

When preparing their reports, the Capacity Auction Monitor will discuss individual issues with the System Operators and other parties insofar as they relate to them in order to confirm factual accuracy of the issues and their estimated quantification to ensure that all pertinent information and clarifications have reasonably been included.

Qualification Process Report

The Qualification Process is an extremely crucial but complex process which involves a significant volume of manual data handling by the System Operators. The process is crucial to the overall delivery of the Capacity Auction. Errors in this process can be missed by the SOs and participants and if not corrected can undermine the later stages of the auction including auction offers, auction clearing and ultimately the SEMC and RA approval of results.

The Capacity Auction Monitor is to identify and escalate any potential errors found within the Qualification Process to the SOs and RAs so that remedial action can be taken in advance of the Capacity Auction Submission Commencement (when participants enter their auction offers).

Capacity Auction Report

The Capacity Auction Report delivered by the Capacity Auction Monitor focusses on the execution of all auction processes completed by the SOs. The Monitor is to confirm if they consider the entire auction process was conducted in accordance with the CMC. The report is to capture any errors (regardless of materiality) or delays experienced during the course of the auction.

A Capacity Auction is an extremely detailed process that can have significant ramifications to electricity consumers. The CMC requirement for a Monitor ensures that consumers are protected from errors during the course of a Capacity Auction.

In addition to the above and following receipt of the Monitors report, the Monitor is to prepare a version (which is to exclude participant sensitive information) for the SOs. The SOs are then required to publish the redacted report within two workings days per Section B.10.4.2 of the CMC.

The table above outlines an estimated timeframe for the T-4 Capacity Auctions as required by the CMC. There may also be a need for additional “top-up” auctions for either a T-3 / T-2 or T-1 Capacity Year however this cannot be confirmed with absolute certainty at this time.

Deliverables/Tasks

[7] SEMO Capacity Market Webpage

[8] This is currently under review and may be extended to between 5 and 7 working days.

In order to deliver the two reports listed above, the Capacity Auction Monitor will need to complete the following tasks:

- Monitor the Qualification Process to ensure that the System Operators have complied with the Code;
- Be present at the auctions, with full read access to all key software, including access to all bids and all communications between the System Operators and all bidders;
- Report on whether it considers that the System Operators have conducted the Capacity Auction in accordance with the Code;
- Identify any actual or potential breach of the rules and regulations or other actual or potential irregularities in the conduct of the Capacity Auction by the System Operators and an assessment of the consequences; and
- Make recommendations on the changes to the Capacity Market Code, Auction Guidelines and User Guides
- Ensure the System Operator complies with the methodology for determining Local Capacity Constraints
- Ensure that the Capacity Auction is conducted in line with the Capacity Auction algorithm
- Report on all issues it identifies, regardless of materiality
- Liaise with the Capacity Auction Auditor and/or the Trading and Settlement Code Market Auditor where issues in the TSC impact the CMC or vice versa
- Liaise with the System Operators and other Parties during the preparation of its reports in order to confirm factual accuracy of any identified issues and their estimated quantification, so that all pertinent information and clarifications have reasonably been included
- There is no intention for the Capacity Auction Monitor to directly investigate market manipulation. However, if in performing their duties they come across any incidents of potential market manipulation, they should bring these to the notice of the RAs.

The detailed final Terms of Reference for the Capacity Auction Monitor as set out in SEM17-023 are listed within Annex A.

Reporting/Monitoring Arrangements:

The appointed contractor will be required to report to the SEM Committee, the CRM Team Manager, the CRM Team and any staff member from the RAs when deemed necessary. The Capacity Auction Monitor will be required to discuss draft reports with the Contract Manager and RAs. The RAs may, at their discretion, invite or include named participants in the discussion of the draft report. It may also be necessary for the RAs to discuss any relevant Significant Issues included in the draft report with the System Operators and the Capacity Auction Monitor.

The final version of the reports will be addressed to the RAs and will be provided to Parties to the Capacity Market Code in line with the provisions of the Capacity Market Code, and subject to any confidentiality provisions required by the Capacity Auction Monitor.

Contract Management:

This contract will be managed by the CRM Team Manager and CRM Analysts. It is expected that the Capacity Auction Monitor will meet regularly with the RAs to ensure any potential issues are identified at an early stage. The quality of their work will be examined continually to ensure it meets the required standard.

The RAs and SOs provide the Capacity Auction Monitor with all information requested/needed so that they can fulfil the requirements of their role in line with the CMC and Capacity Auction Monitor Terms of Reference per SEMC Decision Paper SEM-17-023.

Both the RAs and SOs review and assess queries received during the drafting stages of the Qualification and Auction Process Reports. The final reports are also reviewed by RAs and SOs. The Capacity Auction Monitor may need to meet with the SOs to discuss queries identified during the reporting process.

The Service Levels and KPIs for this contract are:

- Report to the RAs on the SOs Provisional Qualification Process (due within 2 working days after receiving Provisional SO Qualification Decisions)
- Report to the RAs on Provisional Capacity Auction Results
- Provide the RAs with a Capacity Auction Monitor's report suitable for publication with commercially sensitive information redacted (due within 2 working days of receipt of the Provisional Capacity Auction Results[9])
- Monitoring the conduct of each auction. The Capacity Auction Monitor is required to attend the System Operator's premises in person in either Belfast or Dublin. Remote attendance may be considered only in circumstances where relevant guidance/restrictions advise against attendance in either jurisdiction)
- Report on all issues identified regardless of materiality
- Any other associated items as set out in the Capacity Market Code, SEM Committee Terms of Reference Decision Paper (SEM-17-023) or otherwise agreed with the RAs.

Response Times: The following response times are proposed and will be and will be agreed with the successful tenderer on contract award. All times referred to are working days.

Task	Response Time
Acknowledge email/phone call	Within 1 working day(s)
Respond to urgent queries	Within 4 hours
Respond to routine queries	Within 2 working day(s)
Respond to complex queries	Interim response within 2 working days
Facilitate meeting request	Within 3 working days
Submit meeting note	Within 2 working days
Scoping and quoting for ad hoc/ drawdown work	Within 5 working days

Proposals for Decarbonisation, Environmental Sustainability and Social Considerations as part of service delivery

In addition to 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 law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016, tenderers are required to demonstrate that adequate measures are in place to ensure the delivery of a sustainable, environmentally friendly and socially considerate service.

Based on the specification detailed in Appendix 1 of the RFT, Tenderers must describe their approach to the sustainability and improving social value of business operations as it applies to the delivery of the services required under this contract.

[9] This is currently under review and may be extended to between 5 and 7 working days.

Appendix 2: Pricing Schedule

Tenderers are required to complete **Tender Response Document (TRD) Document C: Cost Award Criteria** noting the following**:**

Instructions	
	Tender Response Document (TRD) – Document C applies to **011-03-639: Provision of Capacity Auction Monitor** **Instructions for completion of Document C Cost Award Criteria (300 Marks)** • Tenderers who wish to be considered for this competition must fully complete all sections of this document. • Tenderers are not permitted to include any additional Price Assumptions in their response. Any such information provided WILL NOT BE CONSIDERED

Tenderers are required to confirm that the tender holds good for the period set out in paragraph 2.23.2 after the closing date for receipt of tenders. This period may be extended where the Tender validity period is extended pursuant to paragraph 2.23.3

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: Commission for Regulation of Utilities and Utility Regulator

RE: Request for Tenders for the **Provision of Capacity Auction Monitor**

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 agree and 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 Authorities 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.

Signed: (Authorised Signatory)	
Print Name	Click here and insert details
Position:	Click here and insert details
Company:	Click here and insert details
Address	Click here and insert details
	Click here and insert details
Date:	Click here and insert details

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Capacity Auction Monitor

Name of Tenderer:	Click here and insert name
Registered Office:	Click here and insert address
	Click here and insert address
	Click here and insert address

I, _________________________________, *[insert name of Declarant]* having been duly authorised by __________________ *[insert name of entity]*, sincerely declare that ______________________ *[insert name of entity]* itself or any person who has is a member of the administrative, management or supervisory body of ________________________ *[insert name of entity]* or has powers of representation, decision or control in _________________________ *[insert name of entity]*

(a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.

(b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or ______________________ *[insert name of entity].*

(c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.

(d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

(e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

(f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

(g) Is not in breach of its obligations relating to the payment of taxes or social security contributions.

(h) Has, in the performance of all public contracts, 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.

(i) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.

(j) Is not guilty of grave professional misconduct.

(k) Has not entered into agreements with other economic operators aimed at distorting competition.

(l) Is not aware of any conflict of interest due to its participation in the Competition.

(m) Has not had any prior involvement in the preparation of the Competition.

(n) Is not guilty of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

(o) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016.

(p) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

except to the extent expressly stated otherwise here:

[Please identify, if relevant, which of the above statements is applicable in the box provided above.]

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 **Name of Declarant in print or block capitals**

Declared before me by ____________________ who is personally known to me

(or who is identified to me by ____________________ who is personally known to me)

at ________________ this ______ day of ________ 2026

(signed) Practicing Solicitor / Commissioner for the Oaths

Appendix 5: Services Contract

Commission for Regulation of Utilities

and

The Northern Ireland Authority for Utility Regulation

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Capacity Auction Monitor

File Reference: 011-03-639

THIS AGREEMENT is made on the [x] day of [x] 202X BETWEEN:

Commission for Regulation of Utilities, of The Grain House, The Exchange, Belgard Square North, Tallaght, Dublin 24, D24PXW0 (the "**CRU**") and the Northern Ireland Authority for Utility Regulation of Queens House, 14 Queens Street, Belfast BT1 6ED Northern Ireland ("**UR**") (together "**the Client**" and which includes, as the context so admits or requires, either or both of the CRU and UR);

and

[ ]

(each of the Contractor, CRU and UR a "Party" and together "the Parties").

WHEREAS:

A. By Request for Tender entitled "Request for Tenders dated [insert date] for the Provision of Market Auction Monitor of the Single Electricity Market" dated [ ] advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [ ] of 2026 ("**the RFT**") the Client 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 Client via the messaging facility on www.etenders.gov.ie between [ ] and [ ] (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 [ ] ("**the Submission**"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Client between [ ] and [ ] (the "**Submission Clarifications**"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

C. This form of Agreement is based upon the OGP standard form Services Agreement, but modifications have been made to it both in clauses 1 - 24 of Schedules A and, if applicable, in clause 25 of Schedule A.

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; and

iii. The Submission.

In the event of any conflict between Schedule E and any other provision of this Agreement, Schedule E takes precedence and controls. All qualifications, assumptions and anything else contained in the Submission that makes it equivocal in any respect are, except to the extent expressly set out in a side letter signed by the CRU which refers to this clause, excluded from the Submission for the purposes of this Agreement and references to Submission in this Agreement are construed accordingly.

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, EirGrid Plc (75%) and SONI Limited (25%) shall pay the charges as stipulated in Schedule C ("**the Charges**") in the manner provided for in Annex B: Terms and Conditions of Payment to the RFT. The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice. The liability of the CRU for its obligations under this Agreement are several and extend only to any loss or damage arising out of its own breaches of its obligations under this Agreement. The liability of UR for its obligations under the Agreement are several and extend only to any loss or damage arising out of its own breaches of its obligations under the Agreement.

4. For the purposes of this Agreement, the Client's Contact is [name of contact person]; the Contractor's Contact is [ ]. Each of the CRU and UR are individually entitled to issue instructions to the Contractor in respect of the Services and the Contractor is entitled to act on the instructions of each of the CRU and UR individually. However, if there is a conflict or inconsistency between instructions given by the CRU and UR, the Contractor shall, before acting on the instruction, notify the Client's Contact accordingly, in which case the Client's Contact shall confirm the relevant instructions.

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

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

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa. If the Contractor comprises of more than one person, all of the provisions of this Agreement are entered into jointly and severally by each such person and each such person is jointly and severally liable for the Contractor's obligations and liabilities under or in connection with this Agreement.

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.

SIGNED for and on behalf of the Commission for Regulation of Utilities (being a duly authorised officer)	SIGNED for and on behalf of the Contractor
Witness	Witness

SIGNED for and on behalf of the Northern Ireland Authority for Utility Regulation   (being a duly authorised officer)
Witness

Schedule A: Terms and Conditions

1. Contractor's Obligations

A. The Contractor undertakes to act with due care, skill, expertise 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 warrants to the Client that it shall require its agents and Subcontractors to exercise due care, skill, expertise 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 best 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 (including the laws of Ireland and Northern Ireland), 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 "**Irish Regulations**") and the Public Procurement The Procurement Act 2023 (the "**NI 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' acts, omissions and breaches 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. The Contractor shall ensure that its Subcontractors mentioned in its Submission are involved and provide the Services in the manner, and to the extent, set out in or contemplated by its Submission.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Irish Regulations or Regulation 57 of the NI 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 in either the Irish Regulations or NI Regulations 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. Subject to clause 4 of the Agreement, none of the Parties shall have any authority to bind or commit the others. 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 commercial 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**") anonymised as provided for under Data Protection Regulations 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 Transfer of Undertakings (Protection of Employment) Regulations 2006, the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (and any legislation, equivalent or otherwise, amending or replacing such legislation) (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 and any replacements for the Contractor (following the expiration or termination of this Agreement in whole or in part) (a "**Replacement Contractor**") indemnified from and against all losses, liabilities, costs, claims, demands, damages and/or expenses (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 or paid out by reason of, any claims made against the Client and/or any Replacement Contractor under the TUPE Regulations or otherwise by any Affected Employees. Affected Employees shall mean those employees and personnel of the Contractor and/or its Subcontractors in respect of whom the TUPE Regulations apply or are alleged to apply in connection with this Agreement.

I. The Contractor acknowledges and agrees that the Client is deemed to have fully relied on the Contractor's skill, expertise and experience in providing the Services, all advice given by the Contractor in connection with or as a part of the Services and all matters relating to them.

J. The Client has no obligations, and has no liability (whether for breach of contract or other duty, negligence, or anything else) to the Contractor, in connection with this Agreement or the Services except as expressly stated in this Agreement.

2. Key Personnel and subcontractors

A. The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel and Subcontractors as specified in the Submission ("**Key Team Members**"), assigned by it to provide the Services shall be available for the Term of this Agreement.

B. The Contractor will use the Key Team Members at all times in the provision of the Services and in the manner, and to the extent, set out in or contemplated by its Submission. The Contractor acknowledges that the Key Team Members are essential to the proper provision of the Services to the Client. The Contractor will provide the Client with access to each of the Key Team Members at all times. The Contractor will ensure that all of the Key Team Members comply with all safety and security requirements of the Client in relation to access to its premises, data, systems and infrastructure.

C. The Contractor shall ensure that its Subcontractors are bound by, and comply with, written terms and conditions of contract which reflect all applicable terms and conditions of this Agreement and are sufficient to enable the Contractor to comply with and discharge its obligations under this Agreement. The Contractor shall provide the Client with a copy of any subcontracts with its Subcontractors promptly upon request.

D. The Contractor will remove (and promptly replace in accordance with this Clause 2) any member of the Key Team Members or any other person or Subcontractor involved in the provision of the Services whose removal is requested in writing by the Client acting responsibly if it considers such person to be unsatisfactory or undesirable or if they become unable to provide the Services.

E. The Client may not replace any of the Key Team Members without the Client's prior written consent to such replacement ("**Replacement Team Member**"). The Client may agree or refuse its consent at its discretion. The Client will only agree to the appointment of a proposed Replacement Team Member provided that the proposed replacement, in the Client's view, has no less experience, expertise, skills, and qualifications than the Key Team Member being replaced and, if it is a subcontractor, has sufficient economic and financial standing. Any such changes to the Key Team Members will only be effective if agreed to in writing by the Client.

F. The Contractor, subject to this clause 2, may not subcontract any of its rights and obligations under this Agreement to any third party without the Client’s prior written approval.

3. Payment

A. Subject to the provisions of this clause 3, EirGrid plc and SONI Limited shall pay and discharge the Charges (plus any applicable VAT) in the proportions 75%/25% in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties and as described in Schedule C to this Agreement and in accordance with Appendices 1 and 2 of the RFT. If the Services are being provided on a time basis, the Contractor shall ensure that the Services are performed in a cost efficient manner.

B. Discharge of the Charges is subject to the following:

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 valid invoices to EirGrid plc and SONI Limited with such supporting documentation as may be required by the Client (and/or EirGrid plc and SONI plc) from time to time. Any Contractor pre-printed terms and conditions are hereby expressly excluded.

3. Invoices being submitted in accordance with Appendices 1 and 2 of the RFT and as set out in this Agreement. All and any queries relating to the invoices 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 or on behalf of the Client, EirGrid plc and SONI Limited within 30 working days of receipt of the invoices by EirGrid plc and SONI Limited. In circumstances where no queries are raised within the said 30 working day period the invoices shall be deemed accepted. Upon resolution of any queries on the invoices to the satisfaction of the Client, EirGrid plc and SONI Limited (as applicable) or upon such deemed acceptance the invoices shall be payable. Payment is subject to any rights reserved by the Client under any other provision of this Agreement.

4. The Client (as well as EirGrid plc and SONI Limited) being in possession of the Contractor's current Tax Clearance Certificate or (where appropriate), having being supplied with the Contractor's Tax Clearance Access Number and Tax Reference Number for the Republic of Ireland, have verified the Contractor's tax status within the Republic of Ireland and are satisfied that the Contractor's tax affairs are in order. The Contractor shall comply with all EU and domestic taxation law and requirements.

C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 and, in respect of Northern Ireland, the Late Payment of Commercial Debts Regulations 2013 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 Client may 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 either the CRU or UR. Any overpayment by or on behalf of Client, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party on whose behalf the overpayment was made from the Party in receipt of the overpayment.

E. The Charges are inclusive of any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement, except, if applicable, to the extent set out in Schedule C. The Contractor acknowledges and agrees that any costs or expenses chargeable to the Client in accordance with Schedule C must be properly incurred, reasonable, vouched and pre-approved by the Client.

F. The Charges shall be discharged as provided for in this clause subject to the retention 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 Irish Regulations and Regulation 57 of the NI 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. 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.8;

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

10. It has obtained all approvals, consents, licences, permissions, certificates, authorisations and agreements required under contract and/or applicable law which would prudently be obtained in accordance with best industry practice in connection with the performance of this Agreement and/or the provision of the 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, in any such case:

1. without limiting or affecting clause 4(B)(2), to comply with all reasonable directions of the Client with regard thereto; and

2. the Client may terminate this Agreement.

C. The Contractor acknowledges, warrants, represents and undertakes that:

1. it can, and will, fully meet, satisfy and comply with the RFT, Specification and Submission in providing the Services and performing its other obligations under this Agreement;

2. it will perform the Services using persons with all necessary experience, qualifications, skills, expertise, training and language skills and whom are fully acquainted with the Services and all requirements related to their role; and

3. the Services and any materials and goods supplied to the Client in providing the Services are, and will be, fit for the purpose intended as specified in the RFT.

5. Remedies

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, liabilities, costs, claims, demands, damages and/or expenses which the Client may suffer, pay out or incur arising out of or in connection with any:

1. death, personal injury or sickness of any person; and/or

2. loss, theft of or damage to any property of the Client or other person,

which results from or arises out of the act or omission, breach of contract and/or negligence by the Contractor, its Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility. The terms of this clause 5A shall survive termination of this Agreement for any reason.

B. Subject to clause 5(E)(1), no Party is liable for any indirect or consequential loss. However, this does not limit or affect the Contractor's liability for any direct losses including, amongst other things, any liability of the Client to any third parties arising out of or as a result of any breach of this Agreement, wilful misconduct or negligence of the Contractor, its Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility.

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 any 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. The acceptance or payment by the Client in respect of any matter or deliverable does not limit or affect the Client's rights and remedies under or connection this Agreement.

E. Nothing in this Agreement excludes or limits the liability of the Contractor:

(a) arising out of or in connection with fraud or fraudulent misrepresentation;

(b) arising out of or in connection with death, sickness or personal injury to any person arising as a result of the negligence or other acts or omissions of the Contractor, its Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility;

(c) arising out of or in connection with any breach of, or under, any of the provisions in clause 1(H) (TUPE), clause 5A

(Remedies), clause 7 (Confidentiality), the Confidentiality Agreement, clause 6 (Intellectual Property) and clause 20 (Conflicts);

(d) arising out of or in connection with any abandonment or wilful breach of any provision of this Agreement by the Contractor, its Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility;

(e) arising out of or in connection with any wilful misconduct by the Contractor, its Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility;

(f) to the extent that the liability or matter is or ought to be covered by the insurance to be maintained by the Supplier pursuant to clause 4(A)(9) (provided that this only applies up to the level of cover of insurance required to be maintained pursuant to clause 4(A)(9)); and/or

(g) to the extent prohibited by applicable law.

2. Subject to clause 5(E)(1), the limit of each Party's aggregate liability to the other Party under this Agreement (whether under statute, tort, equity or common law) shall not under any circumstances exceed the higher of (a) the amount of the insurance to be maintained for that liability or matter as specified in section 2.21.1 of the RFT or, where that liability or matter is or ought to be covered by two or more insurances specified in section 2.21.1 of the RFT, the higher of the amounts of insurance to be maintained; and (b) five hundred per cent (500%) of the Charges projected to be payable over the maximum Term of this Agreement.

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3. Any sums retained by the Client pursuant to clause 5(F) are not applied or counted towards the Contractor's limitation on liability in clause 5(E)(2).

G. 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:

Five Percent (5%) of the relevant payment ("the Retention Amount") which Retention Amount shall not at any given time exceed Five Percent (5%) 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 5G shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

6. Intellectual Property

A. The Contractor (and any other third party) has no, and will not, acquire any, right, title or interest in or to the Intellectual Property of Client or its third party licensors pursuant to this Agreement, except subject to and in accordance with this clause 6 (Intellectual Property).

B. Pre-existing IPR ("**Intellectual Property Rights**") 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.

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

F. 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

G. Services.

The Contractor shall ensure that all and any necessary consents and/or

H. 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 liability loss 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 option 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;

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(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 direct losses thereby accruing to the Client as a result of the breach.

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, unless required to retain for legal, professional, or regulatory requirements. 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 securely and 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 shall not use the Confidential Information except for the purposes of performing its obligations under this Agreement. 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; 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 respective States of the CRU and UR 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.

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.

E. The terms of this clause 7, set out in Schedule A, 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, pandemic, 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 a Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("**the Affected Party**") shall promptly notify the other Parties in writing specifying:

1. the nature of the Force Majeure Event;

2. the anticipated delay in the performance of obligations; and

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

C. If the Force Majeure Event continues for 30 calendar days the Client 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.

E. The Contractor is not entitled to invoke the provisions of this clause 8 to the extent that:

1. the Force Majeure Event is attributable to its or its Subcontractors' or either of their personnel's negligence, breach of this Agreement or misconduct; or

2. the Contractor or its Subcontractors failed to take reasonable precautions, in accordance with best industry practice, against the occurrence of such Force Majeure Event or its consequences.

9. Termination

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one month written notice to the Contractor. Subject to the provisions of sub-clause 9B, this Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving one month 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, in the case of the Contractor, the Client or, in the case of the Client, the Contractor 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, as applicable, the Contractor or Client;

2. if, in the case of the Contractor, the Client or, in the case of the Client, the Contractor is unable to pay its debts as they fall due, becomes insolvent, becomes bankrupt, enters into examinership or administration or has a petition presented for examinership or administration, is wound up, commences winding up or has a petition presented for its 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 or similar effect;

3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot be reasonably removed by other reasonable 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:

1. the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Irish Regulations or Regulation 57 of the NI Regulations apply to the Contractor;

2. the Agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72 of the Irish Regulations or Regulation 72 of the NI Regulations; or

3. the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties governing the European Union or these Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;

4. a Subcontractor identified in the Submission as a provider of a part of the Services ceases, or threatens to cease, to provide the Services in the manner, and to the extent, set out in or contemplated by the Contractor's Submission' and/or

5. the Contractor is in breach of any of the provisions of clause 6 (Intellectual Property) and clause 7 (Confidentiality).

D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of a 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. 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, unless required to retain for legal, professional, or regulatory requirements. The provisions of this clause 9 shall survive the expiration or termination of this Agreement for any reason.

F. 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 procurement of services that are the same or similar to the Services and are to be performed upon expiry of the Term or earlier termination of this Agreement for whatever cause.

G. Where the Client has a right of termination under any provision of this Agreement, the Client is entitled, at its discretion, to terminate this Agreement and/or the Services in whole or in part.

H If the Agreement is terminated (or rendered ineffective pursuant to a Court order):

1. the Client, subject to clause 3 of the Agreement, is liable only to pay the Contractor charges and fees directly attributable to the

proportion of the Services properly completed in accordance with this Agreement prior to the date of termination; and

2. the Contractor will immediately pay the Client in respect of any fees and changes paid in advance in respect of Services to be provided after the date of termination.

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 [ ] within the Contractor and to [insert Contracting Authorities contacts] 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 the Client or the Contractor may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Client and the Contractor.

D. If the Client and Contractor are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either the Client or Contractor 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, as applicable, the Client or the Contractor that the mediator is unable or unwilling to act, apply to CEDR Ireland 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 Client and Contractor shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

F. The Client and Contractor shall share equally the cost of the mediator (i.e. in 50% shares). 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 (but subject to clause 11(H)), the obligations of the Client and Contractor under this Agreement shall not cease, be suspended or delayed as a result of a Dispute, the operation of this clause 11 or by the reference of a Dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

H. Nothing in this clause 11 prevents the Client from terminating this Agreement (in whole or in part) in accordance with its terms.

12. Governing Law, Choice of Jurisdiction and Execution

A. This Agreement, and all disputes and matters arising out of or in connection with it, (including as to its formation, existence, operation, performance and termination) shall in all aspects be governed by and construed in accordance with the laws of the Republic of Ireland and the Parties hereby agree that the courts of the Republic of Ireland have exclusive jurisdiction to hear and determine any such disputes.

B. This Agreement shall be executed in quadruplicate 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 to, as applicable, the Client's Contact or the Contractor's Contact. 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

Any assignment to a third party or other transfer of the Contractor's rights or obligations under this Agreement requires the prior written consent of the Client.

15. Entire Agreement

This Agreement, including, where applicable, any side letter referred to in it, 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. The Contractor acknowledges and confirms that it has not relied upon, and has no remedies in respect of, any statements, terms, conditions, promises, warranties or representations other than those expressly set out in Schedule A of this Agreement. This does not limit or affect any separate agreement between the CRU and UR.

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 CRU or UR 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 conflict of interest in relation to the Services and its obligations undertaken under this Agreement, except (if applicable) to the extent set out in a separate conflict of interest disclosure letter that expressly refers to this clause (and, in which case, the Contractor shall comply with any conflict of interest mitigation or management measures, procedures and protocols set out or referred to in such conflict of interest side letter). The Contractor hereby undertakes to notify the Client immediately should any 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. A "**conflict of interest**" in this Agreement means any actual, potential or perceived conflict of interest or bias or any other factor, whether arising through personal interest, current or prospective contractual obligations or any other activity or association that the Contractor, Subcontractors or any of their personnel or subcontractors has which could compromise the independence of the Contractor in its performance of the Services or any aspect of the Services or Agreement and any of their subject matter or which could create the perception that the independence of the

Contractor in its performance of the Services might be so compromised and includes, without limitation:

1. a substantial pecuniary interest (whether by way of a shareholding or otherwise) in any person regulated by the CRU or UR or potentially affected by any decisions of the CRU or UR;

2. an agreement (whether oral or written) with any person regulated by the CRU or UR or potentially affected by any decisions of the CRU or UR or which represent any persons regulated or potentially affected by decisions of the CRU or UR; and/or

3. a position of employment, directorship (whether executive or non-executive) or any position of emolument with any person regulated by the CRU or UR or potentially affected by any decisions of the CRU or UR or which represent any persons regulated or potentially affected by decisions of the CRU or UR.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the CRU, UR, the Ceann Comhairle (Speaker), or any member of the Governments, or any member of the Oireachtas or the legislative body of Northern Ireland, 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 20(C) or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2010, or in Northern Ireland, the Bribery Act 2010, 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) the Contractor shall not 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, the Contractor or Client may propose a change or changes to any part or parts of this Agreement.

B. The change control procedures set out in this clause will apply to all changes irrespective of whether the Contractor or the Client proposes the change. The Contractor acknowledges and agrees that rates, unit prices or similar no higher than the rates, unit prices or similar set out in Schedule C shall apply to any change.

C. A change control notice ("**Change Control Notice**") shall, upon request by the Client, be prepared by the Contractor for all change requests. The Contractor shall provide the Client with a triplicate counter-signed copy of the Change Control Notice providing an outline description of the change requested, the rationale for the change, the effect and impact that the change will have on the Services (where ascertainable) and otherwise, the cost impact of the change and timeline for implementation of the change.

D. All Change Control Notices proposing changes to this Agreement must promptly be submitted by the Contractor for review to Client.

E. The Client must indicate its acceptance or rejection of the Change Control Notice within a reasonable timeframe of its completion and submission for review. The CRU and UR shall either counter-sign the triplicate Change Control Notice or reject the Change Control Notice.

F. On counter-signing of a Change Control Notice by both the CRU and UR, this Agreement shall be amended by the Change Control Notice.

G. In the event that the Client rejects the Change Control Notice or both the CRU and UR do not sign the Change Control Note, the change(s) shall not take place and the Contractor and Client shall continue to perform their obligations under this Agreement.

H. Where the Client proposes a change and there is a material cost in preparing a Change Control Notice, the Contractor and the Client will agree a reasonable charge in advance for investigating each proposed change and preparing each estimate, whether or not the change is implemented. If the Client's request for any change is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay provided and to the extent that it informed the Client at the time of the change request of the likelihood of such a delay and will be entitled to an extension of time equal to not less than the period of the delay to that extent.

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; and

- "**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:-

(5) process that Personal Data only on the written instructions of the Client;

(6) 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);

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

(8) 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;

v. 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);

vi. the data subject has enforceable rights and effective legal remedies;

vii. 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

viii. 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:-

(4) 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;

(5) 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

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

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

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

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

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert when completing contract]

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [X] day of [ ].

BETWEEN:

Commission for Regulation of Utilities, of The Grain House, The Exchange, Belgard Square North, Tallaght, Dublin 24, D24PXW0 (the “**CRU**”) and Northern Ireland Authority for Utility Regulation of Queens House, 14 Queens Street, Belfast BT1 6ED Northern Ireland (“**UR**”) (hereinafter the “**Contracting Authorities**”) of the one part;

and

[ ] (hereinafter called “**the Contractor**”) of the other part.

WHEREAS

C. By Request for Tenders dated [insert date] entitled [insert title] (the “**RFT**”) the Contracting Authorities invited Tenders (“**Tenders**”) for the provision of the services described in Appendix 1 to the RFT (the “**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 tenderer in the Competition.

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

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

10. The Contractor acknowledges that Confidential Information may be provided to him by the Contracting Authorities and that each item of Confidential Information shall be governed by the terms of this Agreement.

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

11.1 unless specified in writing to the contrary by the Contracting Authorities 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 either or both of the Contracting Authorities, the provision of Services under the Contract and all and any information supplied or made available to the Contractor (to include agents, Subcontractors, customers and suppliers) for the purposes of the Contract(s); and

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

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

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

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

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

iv 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 Authorities, and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

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

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

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

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

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

14. The Contractor undertakes:

14.1 to comply with all directions of the Contracting Authorities with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the General Data Protection Regulation);

14.2 Section 51 British-Irish Agreement Act, 1999 (as amended) shall apply;

14.3 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authorities including, if required, completion of documentation under the Official Secrets Act, 1963 and, in Northern Ireland, the Official Secrets Act 1989, and comply with any vetting requirements of the Contracting Authorities including by police authorities;

14.4 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authorities, all Confidential Information or at the written direction of the Contracting Authorities to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authorities) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form, unless required to retain for legal, professional, or regulatory requirements. The Contractor will upon request furnish a certificate to that effect should the Contracting Authorities 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; and

14.5 to comply with the requirements of Data Protection Law and such guidelines as may be issued by the Irish Data Protection Commissioner and UK Information Commissioner from time to time. For the purposes of this Agreement "Data Protection law" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to the Data Protection Acts 1988 to 2018 and, in Northern Ireland, the Data Protection Act, 1998; 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 Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

16. 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 Authorities as may be necessary for the purposes of the Competition (and obligations there under or arising there from) and only as directed by the Contracting Authorities and in the manner agreed in writing between the Parties.

17. 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.

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

SIGNED for and on behalf of the Commission for Regulation of Utilities (being a duly authorised officer)	SIGNED for and on behalf of the Contractor
Witness	Witness

SIGNED for and on behalf of the Northern Ireland Authority for Utility Regulation (being a duly authorised officer)
Witness

Annex A
Terms of Reference for Capacity Auction Monitor
(SEM Committee Decision SEM-17-023)

The purpose of the Capacity Auction Monitor is to provide independent assurance to the market and the Regulatory Authorities that the System Operators' are correctly carrying out their obligations under the Capacity Market Code in respect of qualification for and running of Capacity Auctions.

Contractual and Governance Arrangements

In accordance with paragraph B.10.2.2 of the Capacity Market Code (CMC), the RAs hereby specify the terms of reference for the Capacity Auction Monitor:

- Based on the terms of reference, the Capacity Auction Monitor will prepare a Plan setting out the detailed approach which will be presented to and agreed with the RAs. In preparing the Plan, the Capacity Auction Monitor may consult with the RAs, System Operators and other participants as required. An opinion is to be provided using the approach set out in the International Standard on Assurance Engagements 3000 (ISAE 3000) – Assurance Engagements Other than Audits or Reviews of Historical Financial Information.
- The Capacity Auction Monitor will be expected to liaise with the Capacity Market Auditor. It will also be expected to liaise with the Trading and Settlement Code (TSC) Market Auditor where issues in the TSC impact the CMC or vice versa.
- The Capacity Auction Monitor will require significant interaction with the System Operators including access to their premises to monitor the auction itself. Furthermore the Monitor will require read-only access to the qualification and auction systems and to the Qualification Capacity Register and Capacity and Trade Register.
- The Capacity Auction Monitor will have a duty of care to the System Operators and the Parties to the Capacity Market Code who will receive the Monitor's Report and may seek to rely on it.
- A tri-partite engagement letter is to be in place between the RAs, System Operators and the Capacity Auction Monitor acknowledging the terms of engagement of the Capacity Auction Monitor and their respective responsibilities.

Period of Monitor's Report

- While the Capacity Auction Monitor will be appointed on a three year basis, its reports will be defined in terms of specific Capacity Auctions expected to fall (wholly or largely) within each of the years being monitored.

- In general, it would be expected that two Capacity Auctions will fall within each year for which the Capacity Market Auditor is appointed. However, additional Capacity Auctions may occur as required.

Materiality

- The Monitor shall report on any issues (without limitation) with the operation of the auction process which it identifies. It will be appropriate for the Monitor to indicate which issues would be expected to directly affect the outcome of the qualification, auction or capacity award process and those issues which do not affect the outcomes of the current auction but which still need to be resolved.

Reporting

- For each Capacity Auction, the Capacity Auction Monitor is required to produce a report at the end of the Qualification as set out in paragraph B.10.3.1 of the CMC and following the Capacity Auction as set out in paragraph B.10.4.1.
- In the preparation of its reports, the Capacity Auction Monitor will discuss individual draft issues with the System Operators and other Parties insofar as they relate to them in order to confirm factual accuracy of the issues and their estimated quantification, and that all pertinent information and clarifications have reasonably been included.
- The Capacity Auction Monitor's reports will be addressed to the RAs. If required, the RAs may request the Capacity Auction Monitor to prepare a copy of its report with confidential information redacted prior to publishing: this would only be expected to occur on an exceptional basis. The final version of the Monitor's reports will be provided to Parties to the Capacity Market Code in line with the provisions of the Capacity Market Code, and subject to any confidentiality provisions required by the Capacity Auction Monitor.

Boundary of Audit

The Capacity Market Code Section B.10.2.1 sets out that "the Capacity Auction Monitor shall monitor the processes and procedures followed by the System Operators in carrying out the Qualification Process, conducting Capacity Auctions and related activities under this Code, in accordance with the terms of reference determined by the Regulatory Authorities." The remit of this scope for the capacity auction monitor period has been set on the basis of this, and the RAs consider that the systems, activities and processes under the System Operators fulfill the requirements of the Capacity Auction Monitor provisions in the Code.

The basic tasks set out for the Capacity Auction Monitor are:

- Monitoring the Qualification process to ensure that the System Operators have complied with the Code;
- Being present at the auctions, with full read access to all key software, including access to all bids and all communications between the System Operators and all bidders;
- Monitoring the application of algorithms and calculations;
- Reporting on whether it considers that the System Operators have conducted the Capacity Auction in accordance with the Code;
- Identifying any actual or potential breach of the rules and regulations or other actual or potential irregularities in the conduct of the Capacity Auction by the System Operators and an assessment of the consequences; and
- Making recommendations on the changes to the Capacity Market Code, Auction Guidelines and User Guides.

<u>Systems/process under the control of the System Operators</u>

The scope of the Capacity auction M's assurance activities shall relate to the System Operators' activities relating to qualification through to the determination of the final auction results under the Code. The sections of the Code relating to qualification and the auction which are due to be monitored are as follows:

- Chapters C, D, E and F;
- Sections G.1 and G.2 of Chapter G;
- Chapter K, in so far as it relates to the determination of the exchange rates used in the Auction Information Pack and Auction Final Parameters;
- Chapter L, in so far as it relates to communications between Participants and the System Operator required as part of the qualification or auction process;
- Section L.4 of Chapter L, in so far as it relates to any communication and system failure which affects the qualification or auction process being monitored;
- Section L.5 of Chapter L, in so far as it relates to publication of data relating to the qualification or auction process being monitored;
- Appendices C, D, E and F; and
- Any Agreed Procedures relating to the qualification or auction process being monitored, specifically including AP3 "Qualification and Auction Process".

The Monitor's role, focused on the System Operators should address compliance with the System Operators' systems and associated processes with the Code, including its Agreed Procedures. It will cover, inter alia, the processes of acquisition of input data, application of algorithms and calculations, provision of output data and maintenance of standing data.

The Monitor should check that the version of software used for the qualification and auction processes was the correct version as implemented in accordance with Agreed Procedure 5.

Limitations and exclusions from scope

The Capacity Auction Monitor scope shall not extend to include the secondary trading market.

The determination of the Local Capacity Constraints and their underlying methodology (set out in section F.4 of the Code) is a technical area which will lie outside the Capacity Auction Monitor's area of expertise. As a result, the Monitor's scope shall be limited to including the compliance by the System Operators with the methodology for determining Local Capacity Constraints, including following of any relevant procedures and provisions of appropriate process documentation.

Note: The Terms of Reference for the Capacity Auction Monitor (SEM-17-023) contains reference to an Interim Period and Transitional Arrangements as part of the initial auction period for I-SEM Go-Live. This period has now passed and therefore references to Interim Period/Transitional Arrangements no longer apply.

Annex B

Terms & Conditions of Payment

Capacity Auction Monitor:

The TSO's EirGrid and SONI shall, on behalf of the Contracting Authorities, make payment for invoices submitted by the Contractor for their respective share (75%:25%) of the costs of the deliverables arising and properly incurred during the term and not later than thirty (30) days after the date upon on which the invoice is received by the Contracting Authorities provided all monies specified on the invoice are properly supported and properly due in accordance with the Contract and the invoices are correctly addressed to their respective Accounts Payable and quote the relevant Order Number. Order numbers will be provided upon request to the Contractor by EirGrid and SONI as required.

Any dispute as to payment will be referred to the relevant RA for determination; the Contractor will provide any additional information required by the relevant RA to determine the dispute and the decision of the RA shall be binding on the parties. In the event the dispute is relevant to both RAs the RAs shall determine the dispute as they deem fit and any decision of the RAs either made jointly or otherwise shall be binding on the parties.

In accordance with the Capacity Market Code, the costs of the Capacity Auction Monitor will be borne by the System Operators. For this three year period, the winning tenderer will invoice EirGrid plc directly in Euros for 75% of the cost and SONI Limited in Sterling for the remaining 25% of the cost. Undisputed invoices must be paid by EirGrid and SONI on behalf of the Contracting Authorities within 30 days of receipt.

EirGrid plc and SONI Ltd will bear the costs of this work in the proportions of 75% to EirGrid PLC and 25% to SONI Ltd. The contractor must separately invoice EirGrid PLC in Euros for 75% of the cost. Invoices must be sent to EirGrid (Accounts Payable, EirGrid plc, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4) The contractor must separately invoice the sum in Sterling that represents 25% of the fees payable by SONI Ltd. to SONI Limited (Accounts Payable, SONI Ltd, Castlereagh House, 12 Manse Road, Belfast, BT6 9RT) quoting the relevant order number. Undisputed invoices must be paid by EirGrid and SONI within 30 days of receipt.