

**Request for Tenders dated 12/06/2026
for the provision of
Facilities Management Services for
Residential Properties and Establishment of
Multi-Party Framework on behalf of Meath
County Council with a Initial Contract at Gort
na Glaise Farganstown, Navan, Co. Meath**

Tender procedure: Open procedure

Tender Deadline 13/07/2026 12:00

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Part 1: Introduction

- 1.1 Meath County Council (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Services comprise: Meath County Council intends to establish a Multi-Party Framework Agreement for the provision of Facilities Management Services for Residential properties on behalf of Meath County Council with an initial contract at Gort na Glaise Farganstown , Navan, Co. Meath with Five (5) economic operators, subject to that number meeting the minimum criteria and rules. Thereafter those economic operators being entitled to be considered for all contracts within the scope of the framework. Tenders should note the terms and conditions of the Multi-Party Framework Agreement are in Appendix 7.
- 1.3 *“Not Used”*
- This public procurement competition will be divided into lots (each a “Lot”) as described below. Each Lot will result in a separate contract.
- 1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of **2 years** (“the Term”).
- 1.5
- The Contracting Authority reserves the right to extend the Term for a period or periods of up to **1 year** with a maximum of **2** such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed **Service Contract** may amount to some €2,000,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”)s in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.
- Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract. No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

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

The Contracting Authority may cancel this Competition [redacted] at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

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

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

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

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

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

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

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

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

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

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

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

2.3 SERVICES CONTRACT

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

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1

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

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

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

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

- 2.6.2 Tenders must be received not later than as detailed on the etenders notice (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT MH-HSG-26-03 .
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Office/PDF/DOCX. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than as detailed on the etender notice unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

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

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 Days commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.
- 2.10.6 **“Not Used”**

Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the _____ has increased or decreased in the edition of that index published by the _____ most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1** In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3** The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

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

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

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

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the

Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 Tenderers shall inspect the Contracting Authority’s premises prior to submission of tender. Site visits to view the Contracting Authority’s premises at Gort na Glaise, Farganstown, Navan, Co. Meath will be facilitated by the Contracting Authority between the hours of 10am and 3pm. Monday 22nd to Wednesday 24th June 2026. Appointments to visit this premises shall be made via etenders before 12pm Friday 19th June 2026. Failure to visit the site will result in a FAIL in the Tender Response Document under 3.2C

2.20.2 *“Not Used”*


2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer’s Liability	€13,000,000
Public Liability	€6,500,000
Product Liability	Not Applicable
Professional Indemnity	Not Applicable
[Click here to enter text]	[Click here to enter text]

2.21.2 By signing the Tenderer’s Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

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

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

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

- 3.1 Only those Tenderers who have:-
- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
 - (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

- (c) Declared by way of eESPD that they satisfy the selection criteria for MH-HSG-26-03 this Competition as set out in part 3.2 below (the “Selection Criteria”),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

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

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

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

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

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

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

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

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

3.2.A Economic and Financial Standing

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

Tenderers must have had a minimum turnover of €500,000 per annum on average for the past three (3) years. Declaration by way of an Accountant/Auditor's letter shall be required confirming turnover levels for past three (3) years – See Section 3.2.A of Tender Response Document

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

3.2.B Technical and Professional Ability

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

Tender must demonstrate evidence of three (3) contracts for **facilities management / property maintenance of residential multi-unit developments** of a similar size and nature in the past three (3) years for the services required as outlined in this RFT document. Meath County Council would consider similar projects in the region of the management of approximately 60 apartments or similar. Information must be provided in accordance with the template provided in the relevant section of the Tender Response Document – ***See Section 3.2.B of the Tender Response Document***

3.2.C Site Visit: Tenderers must attend a site visit prior to submission of Tender – ***See section 3.2.C of the Tender Response Document***

Please note that the Contracting Authority reserves the right to contact any of the above clients without further contact with Tenderers. Tenderers must demonstrate that their company is a Licensed Property Service Provider with valid up to date License Type D as a minimum.

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

3.3 AWARD CRITERIA

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

<i>Ref:</i>	<i>Criteria:</i>	<i>Weighting:</i>	<i>Available Marks (10000)</i>	<i>Minimum Qualifying Weighting %Threshold</i>
3.2.A	Economic and Financial Standing (Pass / Fail)	Pass / Fail	N/A	N/A
3.2.B	Technical & Professional Ability (Pass/Fail)	Pass / Fail	N/A	N/A
3.2 C	Site Visit	Pass / Fail	N/A	N/A
3.3.C	Contract Structure & Management Resources	20%	2,000	60%
3.3.D	Communication	20%	2,000	60%
3.3.E	Sub-contracting	10%	1,000	60%
3.3.F	Environmental Consideration	10%	1,000	N/A
3.3.G	Proposed costs for the provision of facilities management services in the format as outlined in Appendix 2 – Pricing Schedule	40%	4,000	N/A
<i>Total</i>		<i>100%</i>	<i>10,000</i>	

Tenderers must complete and return Part 3 of the Tender Response Document for Qualitative Assessment (criteria ref 3.3.C, D, E, & F as above)

Marks for pricing criteria 3.3.G above, will be allocated using the following formula:

Cost score = (Lowest Tendered Rate / Tendered Rate under Evaluation) X Maximum number of marks available (4,000).

Scoring methodology marks for qualitative criteria above will be allocated as follows:

Rating	% Scoring Options	Description
Outstanding	90-100%	Outstanding response with very few or no weaknesses that fully meets or exceeds requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an outstanding standard

Excellent	80-89%	Excellent response with very few weaknesses that exceeds requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard
Very Good	70-79%	A very good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard
Good	60-69%	A good 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
Fair	40-59%	A response where reservations exist and which have not been addressed by clarification. Lacks full credibility/convincing detail and there is a significant risk that the response will not be successful
Poor	25-39%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided (even post clarification), and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non delivery
No Evidence	Below 25%	Response completely fails to address the criterion under consideration

Note:

Tenderers must score a minimum of **60%** of the marks available for the qualitative award criteria 3.3C, 3.3D and 3.3E above in order to come under consideration for awarding of the contract. Failure to achieve the 60% minimum marks in these qualitative criteria will result in the Tenderer being eliminated from the tender competition.

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

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

3.4 PRESENTATION OF PROPOSALS

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

3.5 STANDSTILL PERIOD

- 3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 7 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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

1. INTRODUCTION

Meath County Council shall be the Contracting Authority / Client for the purposes of this procurement.

All tenancies are allocated by or on behalf of Meath County Council from the social housing waiting and transfer lists and tenancies are directly managed by the Council.

As owners of these developments, the contracting Authority, Meath County Council, is required to provide Facility Management Services for the properties.

The Contracting Authority business hours are of 9am – 5:00pm, Monday – Friday (excl. Bank Holidays). The nature of the services means that some elements shall be required outside these hours in response to emergency call-outs.

2. SCOPE OF FRAMEWORK AGREEMENT

Meath County Council intends to establish a Multi-Party Framework Agreement with Five (5) economic operators, subject to that number meeting the minimum criteria and rules. Thereafter those economic operators being entitled to be considered for all contracts within the scope of the framework.

Successful Tenderers must be able to undertake management of the facilities to the landlord areas of multi-unit developments which includes but is not limited to

- cleaning services,
- regular periodic visual inspections,
- statutory requirements for M&E management (including Lifts and Fire Safety Systems)
- key holding service for emergency services and utility companies and
- management of common areas including external open / parking areas
- management and maintenance of external and landscape areas where appropriate.

The facilities management service must be of the highest quality and flexible. We are particularly interested in working with a partner who is proactive and engaging, putting forward suggestions and solutions.

There is no guarantee of additional contracts, however, should the requirement arise, an invitation to a mini competition will issue to all the firms admitted on the framework agreement. On each

occasion a Call for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time. Mini tenders will apply in all circumstances.

3. SPECIFICATION OF FRAMEWORK REQUIREMENTS

The purpose of this Invitation is to achieve the most economic advantageous solution for the provision of Facilities Management Services for Residential Apartment Blocks and any ancillary requirements on behalf of Meath County Council

Facility Management (FM) Service requirements for residential apartment blocks are to be provided over the course of the Framework Agreement. These FM service requirements to include but are not limited to the cleaning of common areas, quarterly checks of fire alarm and emergency lighting systems, monthly reports and provision of environmental waste services etc. together with other requirements such as removal of ad hoc dumping, replacement of individual smoke heads etc.

A Facilities Manager will be appointed by the successful tenderer in order to deliver a wide and varied area of responsibility. This will include the management of hard (technical) and soft (cleaning, security) services.

Responsibilities to include but not limited to:

- Monitoring and servicing of:
 - Regular standard housekeeping throughout the common areas and external landscaping.
 - Manage and operate periodic checks on the fire alarm and emergency lighting systems and lifts - co-ordinating servicing;
 - Security and access arrangements - always ensuring the security of the premises.
 - Periodic reporting and upload of same to MCC Asset Management software application.
- Monitor and inspection reporting on faults in Landlord common areas to include:
 - Common areas internal and external, including bin store and carparking, bike store areas
 - Stairs & Lifts.
 - General access and signage

The Facilities Manager will advise on works required to remedy defects and facilitate access for Council appointed contractors to carry out the required works.

Successful Tenderers must ensure that full cover of personnel is provided during holiday periods and any other staff absences to allow for continuity of service.

4. NUMBERS ADMITTED TO THE FRAMEWORK

The framework agreement will be established as a Multi-Party Framework Agreement with Five (5) operators, subject to that number meeting the minimum criteria and rules following the Invitation.

5. DURATION OF THE FRAMEWORK AGREEMENT

The framework agreement will be for four (4) years maximum duration subject to satisfactory performance, business needs and budgetary constraints.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

It is anticipated that the initial contract will operate for a two (2) year period.

6. ESTIMATED VALUE FOR THE FRAMEWORK AGREEMENT

The maximum total value of the any services pursuant to the framework agreement will be estimated sum € 2,000,000 (ex. VAT) over the lifetime of the agreement i.e., 4 years.

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

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the member of the framework agreement in accordance with the rules of operation outlined in this Invitation to Negotiate Document.

7. AWARDING CONTRACTS UNDER THE FRAMEWORK AGREEMENT

Multi-party framework agreement contracts may be awarded as follows:

8. MINI TENDERS

Through invitation to a mini-tender competition of all the firms admitted to the framework agreement. On each occasion a Supplementary Call for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

Mini tenders will apply in all circumstances.

9. RIGHT TO TENDER OUTSIDE OF THE FRAMEWORK

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member(s). Admission to a framework does not guarantee the award of any contract to any Economic Operator, nor does it give the member(s) the right to be consulted in respect of, or tender for, any contract.

10. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE FRAMEWORK AGREEMENT

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at the relevant Appendix 7

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 2*) of this document.

11. AWARD TO RUNNER UP

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period

12. SPECIFICATION OF REQUIREMENTS

The initial Contract is to provide a Facility Management service for two newly built blocks (A & B) of 58 apartments located at Gort na Glaise, Farganstown, Navan, Co. Meath. These apartment blocks (A & B) form part of Gort Na Glaise development which consists of the following:

Location	Unit Type	No. of Units
Blocks A & B (Apartments)	1 Bed Apartment	28
	2 Bed Apartment	30
Block C (Duplexes)	1 Bed Duplex	6
	2 Bed Duplex	8
	3 bed Duplex	2
Houses	3 bed Semi-D	4
	3 bed Semi-D (Specially Adapted)	2
	4 bed Semi-D	4
Total:		84

NOTE: Houses and Duplexes do not form part of this contract

Blocks A & B consists of 30 x 2-bedroom apartments and 28 x 1-bed room apartments. The blocks A&B are over 3 floors. Each Block consists of:

1. 2no. Common Areas (each having its own entrance, fire alarm and emergency lighting systems, AOV, lift and stairwell access, etc.)
2. Bin Storeroom (serves whole apartment block)
3. Water Plant Room (primarily Coldwater Tank and Booster Pumps; serves whole apartment block)
4. Comms Room (CCTV server & display)
5. ESB Meter Room (ESB connection + meters for each apartment and the common area)

The apartment blocks have internal and external communal areas. It has a communal bin storeroom, water plant room, comms room and ESB meter room at ground floor. It is set up for secure access with fob entry for storage areas and the main building. Each apartment block is split into two separate cores, each core containing its own access, common area, lift, stairwell, fire/emergency lighting systems, etc.

Drawing HSG-GNG-001 in Appendix 7 shows the layout of the overall development. The standalone houses and Duplexes units highlighted in blue do not form part of this contract. Apartment blocks A and B highlighted in yellow will require facility management service in the communal areas only and not the 58 apartments. Facility management service will be required on external communal areas shown on drawing HSG-GNG-001 excluding the areas highlighted in blue.

It should be noted all roads within the development are public roads. Maintenance of the roads and public lighting in the estate shall be the responsibility of Meath County Council; however, the facility management service shall include day-to-day upkeep, including litter picking and maintaining vegetation clear of roads, footways, parking areas, road signs and visibility sightlines. The Facility Management Company shall also report any defects observed in relation to the public roads of the estate (including public lighting and road drainage), paying particular attention to anything that might lead to potential slips, trips & falls.

MCC has a domestic waste management company appointed to collect all domestic waste for the whole development including blocks A&B who will require access to the bin stores. Cleaning of bin stores and wash out of bins will be a service carried out by Facility Management Company. Future contracts the FM company may have to carry out collection of domestic waste.

MCC will be responsible for gathering footage from the CCTV as required by the Gardai. Access to be provided to MCC and its representatives at any time of the day.

MCC has a maintenance contract to maintain the temporary pumping station as highlighted in green on drawing HSG-GNG-001. Access to be provided to MCC and its representatives at any time of the day. Facility management company will provide this service once the MCC contract has terminated in **Oct 2026**

Irish Engineering Services (IES) on behalf of Irish Public Bodies carry out 2 inspections per year on the lifts in Blocks A and B and they will require access to be provided and attendance from the facility management service will be required for all inspections.

Site visits shall be arranged prior to submission of tender documents. To avail of this please contact via etenders to arrange same.

13. PRICING OF THE INITIAL CONTRACT

Tenderers must provide pricing in the Tender Response Document (Appendix 2) and complete a breakdown of costs in the Pricing Document (Appendix 2) for the **initial contract period of two (2) years** at Gort na Glaise Farganstown, Navan, Co. Meath.

- The **total lump sum price** and detailed breakdown of costs submitted must reflect the full scope of facility management services to be delivered.
- Prices tendered will be **fixed for the first two (2) years** of the contract.
- Should the term of the contract be extended then prices for **Years 3 and 4** will be subject to adjustment in line with the **Consumer Price Index (CPI)** as published by the Central Statistics Office (CSO).
- All prices must be inclusive of all charges, duties, taxes, and levies, other than VAT.

14. REQUIRED SERVICES

Background Information provided in Safety File

SECTION A: General Services		Description	Frequency
1	Access Control / Intercom Servicing	Bi-Annual - Confirm system operating as intended and as per manufacturer's requirements and PSA requirements test and certification. Items to be reviewed include handset, external call station, POE switch, exit button and any other components in the system. Service by a competent service engineer.	Bi-annual
2	Access Control Callout	Callout to address issues arising.	As Required
3	Access Control including Emergency out of hours callouts	Access control solutions and key holding service for alarm activations and ESB cabinets. Provision of spare keys for main access doors to tenants and providing contractor access. Provision of ESB cabinet access to facilitate monthly meter readings by tenants during a minimum 3-hour window. Provide key holding service upon activation of alarm - on call and call out for out of hours and weekends. For common areas to include fire alarm system, AOV system, passenger lifts, pumping station alarms. Provision of access as required to utility providers to meter cabinets upon request. Provision of access as required to utility providers to telecommunications/ Wi-Fi modems etc. upon request. Provision of access as required to maintenance contractor to temporary pumping station. Provision of access as required to MCC maintenance contractor to units/apartments in Blocks A and B. Provision of access as required to MCC waste management contractor to bin stores. Provision of access as required to MCC personnel and their representatives to comms /CCTV room to access video data from Gardai upon request.	As Required
4	Dumping Removal	Upon Request	As Required
5	Budget Reconciliation Reporting	Monthly spend report.	Monthly
6	CCTV Maintenance	Bi-Annual - Servicing/ maintenance of CCTV systems by suitably qualified personnel. Data access will not be permitted if access is required by maintenance operations. MCC to be contacted before operation is carried out. Required as good maintenance practices by a competent person.	Bi-annual
7	Cleaning – Internal Areas	Every 2 Weeks - General Cleaning, including lifts and stairwells	Fortnightly

	(including areas not accessible to residents)	<p>Mop and vacuum common areas, stairs, and lifts</p> <p>Wipe all surfaces, including window boards and skirting</p> <p>Remove general rubbish</p> <p>Clean internal windows and sanitize door touchpoints/keypads</p> <p>Maintain matwells: vacuum, scrub, and drain as needed</p> <p>Clean bin stores and sweep bike stores</p> <p>External litter removal and general tidying of building perimeter</p> <p>Ensure signage is visible; remove clutter/temporary signs</p> <p>Assess and report environmental/security risks</p> <p>Graffiti removal: ongoing checks and cleaning</p>	
8	Cold Water Booster Pumps Service	<p>Annual - Servicing of Cold Water Booster Pumps - Service as per manufacturer's instructions, check set pressure to pumps- Check non return valves for correct operation. Test and record current draw to each pump. Test and record expansion vessel pressure. Recharge expansion vessel pressure. Check all electrical connections. Required as good maintenance practices by competent persons.</p>	Annual
9	Cold Water Storage Tanks cleaning maintenance	<p>Annual - Tank Cleaning, Legionella risk assessment, Water quality check, check float valve for operation, check overflow, check general condition of tanks, leaks damage etc. Required as good maintenance practices by competent persons. Tank Cleaning shall be carried out in a manner that will minimise disruption of supply to residents.</p>	Annual
10	Deep Cleaning (common areas)	<p>Deep cleaning of common areas as required. Required as good maintenance practices by competent persons.</p>	As Required
11	Domestic Waste Management maintenance	<p>Monthly - Cleaning of bin Stores and wash out of bins. Required as good maintenance practices by competent persons.</p>	Monthly
12	Doors/Windows/ Curtain Walling and Ironmongery	<p>Annual - Inspection and maintenance or repair on doors/windows/ curtain walling including service checks on ironmongery on doors and windows in public areas (door closers, door stops, hinges, handles, panic hardware and locking systems, thresholds) to ensure all lubricated and functioning as intended. Check fire rating of doors and any protective measures are intact, operational and within acceptable tolerances including intumescent strips, seals, escape hardware,</p>	Annual (maintenance and repairs shall be completed as and when required)

		glazing panels and signage. Ensure damaged or broken glazing, mullions, gaskets, frames and any other system components are identified quickly and repaired using appropriate components to match existing. Required as good maintenance practices by competent persons.	
13	Drainage Callouts	Emergency Callouts for drainage issues and clearing, including foul drainage within the estate	As Required
14	Drainage inspection	Annual - Ensure all foul drainage runs are inspected, cleared of debris and running free. Inspect stacks for debris and venting freely. Required as good maintenance practices by competent persons.	Annual
15	External Hard Surfacing	Maintenance when required	As Required
16	External Lighting (Inspection)	Annual - Carry out inspection to ensure that all lighting and switching is operating effectively and efficiently, including checking sensors or timeclock settings to minimise energy use on the site. Public lighting is not included in this operation.	Annual
17	External Lighting (Replacement of light fittings)	Replace broken or defective fittings or bulbs to maintain light levels for external lighting. Required as good maintenance practices by competent persons.	As Required
18	External Tactile Paving	Annual - Regularly sweep all paving to maintain appearance. Medium pressure hosing should remove general dirt and grime. After power washing, sweep jointing sand between the joints of the paving. High pressure power washers are not recommended as damage may be caused to the block surface. Required as good maintenance practices by competent persons.	Annual
19	Floor Finishes	Annual - Inspect for damage, movement or cracking with potential for trip hazard. Particular emphasis on changes in materials, joints. Allow for annual clean to remove any stains or residue per manufacturer's instructions. Required as good maintenance practices by competent persons.	Annual
20	Gutter Cleaning	Annual - Gutters, PVC, fascia and soffit cleaning (allow for safe access to height). Required as good maintenance practices by competent persons.	Annual
21	Health & Safety File	Ensure Safety File is maintained and utilised by all on site. Use and check risk assessment method statements for all works under FM contract. Keep records. MCC have a share file	Ongoing

		type system where all updates shall be inputted into the Safety File.	
22	Heating systems service, inspection in common areas	Annual – Service and maintenance must always be carried out per the manufacturer's instructions. Electrical heating test and repairs on heaters by RECI contractor. Check that temperature control settings are correctly configured and working including any necessary repairs or updates. Required as good maintenance practices by competent persons.	Annual (maintenance and repairs shall be completed as and when required)
23	Internal Lighting (Inspection)	Annual - Carry out inspection to ensure that all lighting and switching is operating effectively and efficiently, including checking switching, sensors or timeclock settings to minimise energy use on the site. Replace broken or defective fittings or bulbs to maintain light levels for internal and external lighting. Required as good maintenance practices by competent persons.	Annual
24	Internal Lighting (Replacement of light fittings)	Replace broken or defective fittings or bulbs to maintain light levels for internal lighting. Required as good maintenance practices by competent persons.	As Required
25	Ladder and roof access and fall arrest system incl. PFPE Inspections	Testing and Certification of ladder access and roof fall arrest system, requires recertification under “Safety, Health and Welfare at Work (General Application) Regulations 2007 Part 4: Work at Height” Revised Updated to 24 May 2023 and as amended and related Regulations.	Safety, Health and Welfare at Work (General Application) Regulations 2007 Part 4: Work at Height; Revised Updated to 24 May 2023 and as amended, and related Regulations
26	Lighting Protection	Inspection and maintenance of lighting protection systems to ensure safety and comply with standards Code of Practice for Protection against lightning I.S. EN IEC 62305-1:2024, I.S. EN IEC 62305-2:2024, I.S. EN IEC 62305-3:2024, & I.S. EN IEC 62305-4:2024 and any amendments and related Regulations.	Code of Practice for Protection against lightning I.S. EN IEC 62305-1:2024, I.S. EN IEC 62305-2:2024, I.S. EN IEC 62305-3:2024, & I.S. EN IEC 62305-4:2024 and any amendments and related Regulations.
27	Monthly Inspection Reporting	Monthly reports on all services provided in the period including certs and update of documents that is required to insert into the safety file as per MCC IT system. The report shall also highlight what servicing is scheduled and report any potential issues /	Monthly

		defects noted during inspections that require action.	
28	Passenger Lift Emergency Repairs / Callouts	Management of callouts for repairs or faults with lifts and reporting of same.	As Required
29	Passenger Lifts	Statutory Inspections and maintenance of passenger lifts under the Safety, Health and Welfare at Work (General Application) Regulations 2007 (S.I. No. 299/2007) Revised Updated to 24 May 2023 and as amended and as per manufactures instructions	Safety, Health and Welfare at Work (General Application) Regulations 2007 (S.I. No. 299/2007) Revised Updated to 24 May 2023 and as amended and as per manufactures instructions
30	Passenger Lifts (Inspection by others)	Bi-Annual - Provide access arrangements for Irish Engineering Services who carry out their independent inspections on behalf of Irish Public Bodies 2 per year. Attendance is also required at these inspections	Bi-Annual
31	Pest Control – Reactive Treatment	Callouts for issues arising with pest control.	As required
32	Pest Control (preventive)	Monthly - Pest control survey, risk assessment and treatment and monthly checks thereafter. Provide baiting at building perimeter to prevent vermin. Implement effective pest control regime for preventive and reactive pest control including treatment and monitoring. The name of the provider should be provided upon contract award. Required as good maintenance practices by competent persons.	Monthly
33	Provision of Replacement Key / Lock Cylinder	Provision of locksmith services or lock changes (Parts charged separately)	As Required
34	RCD Testing	Inspection and testing of Residual Current Device (RCD) to verify that the device trips correctly under regulations BS 7671/2018 as amended, I.S. 10101:2020 as amended and related Regulations.	BS 7671/2018 as amended, I.S. 10101:2020 as amended, and related Regulations.
35	Removal of Graffiti	Specialised graffiti removal services as required.	As required
36	Roofs, Gutter Cleaning & Testing	Annual - Roof checks and cleaning (allow for safe access to height). All external roofs, valleys, gutters, hoppers, rainwater outlets, downpipes, external gulleys and aco drains to be fully cleaned of debris to prolong integrity and longevity of the roof surfaces.	Annual

		To be carried out by qualified personnel. Inspect for any signs of damage and log inspections and works with photographic record. Water test to ensure all free draining. Required as good maintenance practices by competent persons.	
37	PV Panels	Annual - Maintenance and cleaning of solar panels in line with model specifications (allow for safe access to height). Required as good maintenance practices by competent persons.	Annual
38	Status and inspection Reports	<p>Monthly - Report should be submitted for review to MCC. Reports should be based on the following further to a regular visual inspection. 1. Condition of the internal and external components of the building under the following headings (rated from Very Good / Good / Poor / Needs Attention / recommend works required): 2. External Condition: parking areas / landscaping areas / boundary treatments/ wall finishes / window finishes / downpipes / electrical charge points / lighting / signage / unauthorized dumping / vandalism / access control door. 3. Common areas: general condition of flooring, walls, doors, electrical points, lighting / rubbish / vandalism / signage / fire alarm panel / emergency lighting system / AOV / lift. 4. General photos should be included. 5. M&E services: general condition / noticeable defects noted. 6. Date of Most recent Periodic Check on Fire Compliance. 7. Date of Most recent Periodic Check on Emergency Lighting. 8. Date of Most recent Check on Lift (if applicable). 9. Date of most recent Check on pumping station 10. Comments / recommendations for maintenance: Reactive Maintenance: requires immediate action (damage to building or threat to life) / Planned Maintenance: short term (0-6 months) Med term (6-12 months) Long Term (1-5 years) / Cyclical Maintenance schedule. The monthly report should include a section detailing the Financial Budget per block with monthly updates on budget reconciliations, along with any Building Energy Management System performance.</p> <ul style="list-style-type: none"> • A status report on the external areas may also be required following an exceptional weather event. <p>The inspection report should include reports on all services provided in that period including certs and update of documents to</p>	Monthly

		<p>insert in the safety file using MCC share file type system</p> <ul style="list-style-type: none"> • Include for an initial walkthrough for each building upon contract award with MCC personnel. 	
39	Foul Pumping Station	<p>Carry out inspection and ensure all maintenance carried out per the manufacturer's instructions in the Safety File. All emergency call outs be covered and daily and weekly log to be maintained. This task is currently being carried out by MCC contractor and due to end in Oct 2026. Once this contract has terminated inspections and maintenance will be carried out by PM company</p>	As per manufacture's instructions and any amendments and related Regulations.
40	Foul Pumping Station- Tank Cleaning	<p>Arrange tank cleaning by appropriate Contractor. This task is currently being carried out by MCC contractor and due to end in Oct 2026. Once this contract has terminated maintenance will be carried out by PM company</p>	As per manufacture's instructions and any amendments and related Regulations.
41	Tenant Communications	<p>Tenant notifications to include for updates of inspections in relation to statutory inspections, planned maintenance, changes in access controls etc. which require access to individual apartments. Individual letters drop to tenants and including posters throughout the common areas</p>	As required
42	Thermal Imaging of all boards and Earthing & Bonding Inspections of all sub-boards	<p>Full thermographic survey and report by qualified and experienced electrician as specified by the IEEE and HSA. Earthing and bonding to also be inspected on all sub-boards and formally reported back.</p>	As per IEEE and HSA specifications and any amendments and related Regulations.
43	Window Cleaning (Int. & Ext.)	<p>Annual - Externally (allow for safe access to height). All glass in external windows, curtain walling and doors to be cleaned professionally. Methods should avoid damage to glazed panels and frames. Allow for all external access provisions as needed. Cleaning of internal surfaces is only required in the common areas. Required as good maintenance practices by competent persons.</p>	Annual
44	Window Glazing Repairs	As needed	As required

SECTION B: Fire Safety Services		Description	Frequency
45	AOV's, smoke shafts, fire & smoke dampers	Inspections, maintenance and tests to be carried out per manufacturer's instructions and as recommended by BS 7346-8: 2013, I.S. EN 12101, and BS 9999: 2017 all as amended related Regulations.	As per BS 7346-8: 2013, I.S. EN 12101, and BS 9999: 2017 all as amended and related Regulations
46	Emergency Lighting Checks	Service and Testing of emergency lighting using CTU's in each board in accordance with I.S. 3217: 2023 and any amendments and related Regulations. This shall also include daily and monthly checks by suitably trained staff and maintaining a log of all inspections, testing and checks completed.	As per I.S. 3217: 2023 and any amendments and related Regulations.
47	Fire Alarm System Compliance	Service and Testing in accordance with statutory requirements: in accordance with the statutory requirements of I.S. 3218: 2024 and any amendments and related Regulations. This shall also include daily and weekly checks by suitably trained staff and maintaining a log of all inspections, testing and checks completed. This task is currently being carried out by MCC contractor and due to end in Oct 2026. Once this contract has terminated testing will be carried out by PM company	As per I.S. 3218: 2024 and any amendments and related Regulations.
48	Fire Head Replacement	The provision of replacement heads as needed.	Per unit
49	Fire Stopping Survey plus risk assessment	Annual - Inspection of all Fire Compartments and Service Penetrations by a competent person and maintain log of issues on fire stopping register including any repairs or modifications completed. Required as good maintenance practices by competent persons.	Annual
50	Fire compartment repairs	After Annual inspection repairs to fire compartments as needed	As required
51	Fire Safety Plan	Develop, maintain and operate a Fire Safety Plan and Fire Safety Register across the building and site, including training of staff in fire safety management and implementation.	On Going
52	Fire Drill	Bi-Annual - Emergency Evacuation Drills are to be held at a minimum on a bi-annual basis and recorded. Whereby the fire alarm system is activated for any reason other than an announced test, a full evacuation is to be undertaken and recorded. If an evacuation occurs (planned	Bi – Annual

		or unplanned), all details pertaining to same are to be entered into the record sheet.	
SECTION C: Landscape & Grounds Keeping Services		Description	Frequency
53	Bark Mulch Top-Up	Bi-Annual - Topping up of bark mulch	Bi-annual
54	Grounds Upkeeping and Maintenance	Weekly - Maintenance and upkeep required of all planted areas incl. shrub, tree, grass, and other plants and replacements as required. All plants shall be watered following 10 days without rain. Then Bi-weekly until natural rainfall during June – August. Required as good maintenance practices by competent persons.	Weekly
55	Grass Cutting (March–Oct)	Weekly - Grassed Areas shall be cut during the growing season (generally March-October) using a sharp cutter to leave about 30-35mm of growth and remove arisings from the site. Grass will be cut at intervals of not more than 10-14 days depending on growing conditions. Arisings shall be collected and removed from the site. Grassed edges to planted areas to be trimmed to maintain a clear smooth edge to planted beds; strim edges elsewhere but not against trees; spike annually in October. Should bare patches of grass develop, the area is to be cultivated to 150mm and then seeded with amenity grass seed. Required as good maintenance practices by competent persons.	Weekly
56	Hedge Trimming	Bi-Annual - Trimming of hedges to a minimum until the hedge is close to the desired height. This is to enable the plants to put on as much growth as possible. The hedgerow will then ‘fill out’ naturally. Pruning operations are to be undertaken in August or September. Required as good maintenance practices by competent persons.	Bi-annual
57	Litter Picking	Weekly - Litter pick over the entire site within areas covered by the Management Company.	Weekly
58	Tree & Shrub Care (incl. replacements charged separately)	Replacement of any failed trees or shrubs will be allowed annually to ensure that the planting areas are fully stocked at all times. Any hollows which appear due to the settlement shall be top dressed annually , early in the growing season. • Minor pruning of dead or damaged wood shall be allowed annually.	Annual

		<ul style="list-style-type: none"> All planted areas and trees shall be given an application of an approved top dressing in May. Not in Wildflower areas Shrubs shall be maintained in a balanced shape and prevented from obscuring signs, windows, and encroaching on paths. Check for invasive species and remove them from the site. Undertake a formal assessment of young tree health and development. Tree grilles, grids, and guards shall be inspected and if necessary, removed. Every 4 years A suitably qualified person employed by the Management Company to undertake a review of the condition, success, and long-term maintenance of the planting. Required as good maintenance practices by a competent person. 	
59	Weed Control & Plant Maintenance	Monthly - Weed control shall be allowed at monthly intervals. All areas to be weeded by hand. All plants shall be inspected monthly for wind firmness and firmed as necessary at the same time. Stakes shall likewise be checked for firmness and tree ties checked.	Monthly

15. CONTRACT MANAGEMENT

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

- Overall responsibility for a good working relationship with the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance
- Deal with disputes, complaints or concerns that cannot be adequately resolved
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

16. CONTRACT MONITORING

The supplier shall be responsible for instigating and carrying out systems and procedures as agreed with the Contracting Authority to ensure that services are provided in accordance with the requirements of this Specification.

A Quarterly review of the service contract shall take place. Where appropriate, a plan of remedial actions shall be agreed between the Contracting Authority and the supplier. There shall be a follow-up procedure to ensure that all agreed actions are underway.

17. COMMUNICATIONS / REPORTS

Status Reporting and Regular Updates to MCC:

A monthly status report must be provided following a site walkabout. This report should be a written report following a visual inspection of all common areas, both internally and externally and include items for action (such as vandalism / unauthorised dumping etc). Photos should be provided.

The report should also have a record of the most recent statutory inspection on the fire alarm services, lift maintenance and pumping station. It should also recommend maintenance measures under reactive, planned, and cyclical periods.

18. CONTRACT AWARD / COMMENCEMENT DATE

The anticipated contract award date is Q3 2026 and anticipated signing of contract and commencement of mobilisation is Q3 2026. Tenderers are requested to confirm their ability to meet this requirement in their tender submission.

19. CONTRACT REVIEW / OPTIONS

This contract will be awarded for two (2) years with the option to extend for a further 2 (two) years upon satisfactory performance by the service provider.

20. INVOICING AND PAYMENTS FOR 'AS REQUIRED' WORKS

Monthly applications for payment shall include a schedule of works completed in the period encompassing the previous month. Once the application has been approved by Meath County Council a Certificate of Payment will issue.

21. SCHEDULE OF RATES

The pricing document attached to this tender shall be used as a schedule of rates for the duration of the contract.

The pricing schedule comprises the cost for the provision of the services for 2 years.

22. PERFORMANCE REVIEW & TERMINATION

The contract shall be for an initial period of 2 (two) year from initial contract signing with the option to extend for a further 2 (two) years upon satisfactory performance by the service provider.

The employer may review the service providers performance of the contract from time to time during the term of the contract according to the KPI grading system.

Upon contract completion and or termination after year 2 or further to the receipt of 2 RED KPI warnings issued, the service provider shall submit all information collated as part of the service delivery to Meath County Council Termination - In the conditions of contract

23. KEY PERFORMANCE INDICATORS (KPI'S)

Key performance indicators (KPI's) shall be adhered to by the successful service provider to this contract based on the specification and meeting the mandatory requirements.

Meath County Council have the following KPI's for these works:

KPI	Description	KPI Warning Grade
-----	-------------	-------------------

Health and Safety Breaches	Resulting in the issuing of a notice by the HSA or a RED warning on foot of a MCC audit	RED
Quality of workmanship for service provided	Mandatory and 'As Required' services	RED
Provision of regular reporting in line with the requirements of the tender documents	First of the month every month	Amber
Response time to queries / communication >24hrs	As outlined in this document	Amber
Adherence to MCC instructions	As outlined in this document	Amber
Quality of records / paperwork	As outlined in this document	Amber
Response time for carrying out the as required works	Upon instruction from the CA and within the stipulated timeframe of the instruction	Yellow
Altering material / installation / specification without authorization	As outlined in MCC Standard Specification	Yellow

Yellow 2no Yellow KPI's = 1no. Amber KPI

2no. Amber KPI's = 1no. Red KPI

2no. RED KPI's = termination of contract

The service provider shall have 24 hours to either commit to rectify or to rectify (depending on the severity of the issue) any KPI warning issued.

If same is rectified within 24 hours of notice being issued, then the KPI shall be expunged.

If a KPI is not eliminated within 24 hours of issue (or the agreed timeframe depending on the severity of the issue) then it shall remain on the service providers record for a period of 3 months after the issue is successfully rectified.

Receipt of 2no. current RED KPI's or equivalent shall result in the termination of the contract.

24. ACCOUNT MANAGEMENT AND ESCALATION PATHS IN THE CONDITIONS OF CONTRACT AS KEY PERSONNELL

The Contracting Authority requires Account Management for the duration of the services contract. Tenderers are required to clearly identify the main point of contact with the Contracting Authority. A single point of contact (Facilities Manager) is regarded by the Contracting Authority as a key

component in the management and delivery of the overall service that any issue that arises is managed, reported and logged.

Tenderers must outline any internal and external recognised Industry and Quality Accreditations (to include Quality Management Systems) they have in place evidenced by appropriate certification, where relevant.

It is the highest priority that the management and supervision of the service is correctly resourced by managers and supervisors with the best qualifications and experience. The Contracting Authority will demand a high level of management input in the contract to ensure high standards are maintained across all services. The successful supplier shall:

- Have a complete understanding of the high service levels required;
- Implement a close management regime, proactively working with operational resources and supporting them to deliver the highest quality service;
- Provide the requisite supervision to ensure that the standards and quality of the service is maintained at a high level;
- Conduct frequent audits, analysis and assessments of the service quality and staff attendance;
- Deliver best practice, innovative management and processes;
- Provide / recommend innovative solutions through the review of all processes, documentation, equipment and materials;
- Provide strategic advice and solutions in support of the Contracting Authority's Managers.

The Supplier must provide expert advice relating to the service. The Supplier team must ensure that all key activities are delivered in a consistent and streamlined manner.

The Account Manager shall ensure the provision of experienced, trained and competent resources for the range of services required.

25. AUDITS

The Contracting Authority may carry out service audits at its discretion and without prior notification. These audits may include but are not limited to the following; quality, safety, performance, attendance, financial, adherence to process, sub-contractor management.

Self-auditing by the supplier is required and the frequency of this program will be agreed during mobilisation of the contract and will inform the KPI process. The Contracting Authority, or its representatives, reserve the right to partake in these audits from time to time. Results and reports of these audits shall be shared with the Contracting Authority Management.

26. IT SYSTEM / DATA GATHERING & TRANSFER

During mobilisation the supplier must liaise with the Contracting Authority to develop processes of communication and escalation.

The supplier must use a comprehensive technical system for the recording, inspecting and management of all works and for call tracking. The supplier must have robust processes in place to deal with reactive services and to respond in line with the KPIs.

All information recorded / gathered during the course of the contract must be handed over to MCC upon contract termination in and agreed format.

27. INTELLECTUAL PROPERTY ETC IN THE CONDITIONS OF CONTRACT

At the end of the contract, the service provider shall give all documentation / information/ data pertaining to the servicing of the contract to Meath County Council as instructed in an agreed format.

28. HEALTH & SAFETY

All works shall be completed in compliance with the Safety, Health and Welfare at Work Act 2005 and the Safety, Health and Welfare at Work (Construction) Regulations 2013, both as amended. The requirement of Meath County Council's Safety Management System (SMS) is to ensure compliance with these legislations and regulations.

The Successful Contractor, as Facility Management (FM) Service Provider, shall be required to accept and fulfil the roles of Project Supervisor Construction Stage (PSCS) and Contractor in accordance with the above legislation and regulations, and shall provide copies to Meath County Council of all relevant insurances in place to cover these duties.

The MCC_External_Duty_Holder_Prequalification_Questionnaire (attached in Information Pack) shall be completed and passed by the successful contractor.

The duties of the FM Service Provider do not extend to the individual house, duplex and apartment units within the estate; however, it should be noted that the FM Service Provider may need access to some apartment units to complete certain duties e.g. while testing the fire alarm system that also sounds into the apartment units under certain conditions.

An appointed MCC response maintenance contractor shall be responsible for service and repair works in the individual house, duplex and apartment residential units in the estate, being responsible up to the front door in the case of each apartment unit. The duties of the MCC response maintenance contractor will largely relate to servicing and response maintenance repairs, which are generally short-term in nature. However, the MCC response maintenance contractor may also be required to complete pre-let repairs or planned maintenance at individual residential units, which can take several weeks to complete. The MCC response maintenance contractor will require access via the estate and apartment common areas to access their work. They may also need to use part of the estate or the apartment common areas to complete their work, e.g. for skip storage in the estate or to create a safe working zone within the common area. Co-ordination and communication will be required between the FM Service Provider and the MCC response maintenance contractor in relation to any such works, particularly where use of the estate or apartment common areas is required. The FM Service Provider shall retain the role of PSCS for all works in the estate or apartment common areas.

MCC maintenance contractor for the temporary foul sewer pumping station highlighted in green on drawing HSG-GNG-001 is currently the PSCS and Contractor for servicing and maintenance repairs at the pump station. This contract is due to end Oct 2026 then Facility Management Service Provider will be the PSCS and Contractor for the temporary foul pumping station thereafter.

Facility Management Service Provider is the PSCS and Contractor for all communal external areas outline in red except for the areas highlighted in blue and green as shown on drawing HSG-GN6-001. The road network within the Gort na Glaise are public roads and are maintained by MCC Transportation Department and its representatives. The Public Lighting is maintained by MCC Transportation Department and its representatives.

MCC is the PSDP for the overall development excluding the public roads and public lighting attached in Information Pack is a copy of the preliminary Design Process Safety and Health Plan



Proposed Site Plans Scale 1:500

Appendix 2: Pricing Schedule

Tender Response Document and Pricing Schedule for completion and return with tender submission.
(Pricing Document in Excel format attached separately)

TENDER RESPONSE DOCUMENT

Response Document

1.0 Company Details

Full Legal Name of Respondent	
Registered Company Address	
Company Telephone Number	
Company Email Address	
VAT Number	
Company Registration Number	
Date of Registration	
Country of Registration	
Legal Status (if any) (e.g. Partnership, LLP, Sole Trader etc.)	
1.1 Lead Contact	
Contact Name for this process	
Telephone Number	
Email Address	

Response Document - 3.2.A

3.2.A Economic and Financial Standing (Pass/Fail)

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

- Evidence of a minimum turnover of €500,000 per annum for the past three (3) years by way of Accountants/Auditors letter.

Click here and insert response

Response Document – 3.2.B

3.2.B - Technical and Professional Ability (Pass / Fail)

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

Demonstrated evidence of three (3) contracts for **facilities management / property maintenance of residential multi unit developments** of a similar size and nature in the past three (3) years for the services required as outlined in this RFT document. (Meath county Council would consider similar projects in the region of the management of approx 60 apartments). Information must be provided in accordance with the template provided in the relevant section of the Response Document – *Section 3.2 Client References*.

Please note that the Contracting Authority reserves the right to contact any of the above clients without further contact with Tenderers.

Tenderers must demonstrate that their company is a Licensed Property Service Provider with valid up to date License Types D as a minimum.

Reference 1 - Details	
Length of Contract	
Start Date/End Date	
Client Name and Address	
Client contact person:	Name:
	Email address:
	Phone no.:
Details of services provided:	
Approx. Annual Value (€)	
<p>Please indicate the extent of which this project was comparable with the specified requirements of this RFT</p> <p><i>Meath County Council would consider similar projects in the region of the management of approx 60 apartments concurrently over the last 3 years.</i></p>	

Reference 2 - Details	
Length of Contract <i>Start Date/End Date</i>	
Client Name and Address	
Client contact person:	Name:
	Email address:
	Phone no.:
Details of services provided:	
Approx. Annual Value (€)	
<p>Please indicate the extent of which this project was comparable with the specified requirements of this RFT</p> <p><i>Meath County Council would consider similar projects in the region of the management of approx 60 apartments concurrently over the last 3 years.</i></p>	

Reference 3 - Details	
Length of Contract	
<i>Start Date/End Date</i>	
Client Name and Address	
Client contact person:	Name:
	Email address:
	Phone no.:
Details of services provided:	
Approx. Annual Value (€)	
<p>Please indicate the extent of which this project was comparable with the specified requirements of this RFT</p> <p><i>Meath County Council would consider similar projects in the region of the management of approx 60 apartments concurrently over the last 3 years.</i></p>	

Copy of Property Service Provider License Type D	
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Response Document - 3.2.C

3.2.C Site Visit (Pass/Fail)

Tenderers must attend a site visit prior to submission of tender.

- Yes/No

Click here and insert response

Response Document – 3.3.C – Contract Structure & Management Resources (2,000 marks) (20%)

A Key focus of the contract will be the supervision and management of the contract.

The tenderer is to outline the names, details and capabilities of proposed Key Staff / Sub Contractors which will be assigned to the service under the requirements listed below together with an organisation chart which is suitable for the Project from Head Office to Site level. Please outline why the personnel proposed are suitable for the Project.

- Account Manager
- Facilities Manager
- Cleaning
- Security
- Ground Maintenance
- Waste Collection provider and Pest Control
- Finance Manager
- H&S
- M&E Asset Management
- Fire and Emergency
- Other Project resources

Provide CV's for the proposed Account Manager and Facilities Manager (**Max 2 A4 Pages**).

Provide details of membership of any relevant professional body.

Provide a matrix detailing the frequency of visits by key support personnel.

Detail your escalation procedure for resolving issues that may arise from time to time, focusing on how queries are recorded (verbal or written record) and how the escalation process for problem resolution functions and the relevant personnel associated with this process.

Maximum page limit is 3 x A4 pages excluding Organisation Chart and CV's. Text to be Times New Roman 10mm

The Evaluation Team will not consider any information outside the maximum number of pages allowed.

Click here and insert response

Response Document –3.3D - Communication (2,000 marks) (20%)

Please include the Tenderer's Communication Processes for updating the Client on contract performance and managing any issues identified. Include detail on:

- Account Management
- Meeting schedules
- Incidents
- Staffing

Please detail electronic systems that will be implemented on the contract (Communication software, Time and Attendance, Audit, Logging etc)

Maximum page limit is 2 x A4 pages. Text to be Times New Roman 10mm

The Evaluation Team will not consider any information outside the maximum number of pages allowed.

Click here and insert response

Response Document – 3.3E – Sub-contracting (1,000 marks) (10%)

The Tenderer should identify how they intend to pre-qualify, appoint and manage sub-contractors/ suppliers / consultants to undertake work or supply products for the FM services. Include detail on:

- Pre-qualify & appointment
- Client approval
- Reporting structures
- Managing compliance with contract

Provide a list of proposed sub-contractors and the services they will provide.

Maximum page limit is 2 x A4 pages. Text to be *Times New Roman 10mm*

The Evaluation Team will not consider any information outside the maximum number of pages allowed.

Click here and insert response

Response Document – 3.3F – Environmental Consideration (1,000 marks) (10%)

The Contracting Authority seeks a Facilities Management provider who integrates sustainable practices into their service delivery.

With this in mind, the Tenderer is to respond to the following questions.

Applicants must demonstrate their commitment to environmental sustainability and compliance with Green Public Procurement (GPP) principles, focusing on waste management, energy efficiency, and environmentally responsible operations. Applicants must provide details on their approach to environmental considerations in the following areas:

- Sustainable Cleaning and Waste Management
- Energy and Water Efficiency in Facilities Management
- Carbon Footprint Reduction
- Compliance with Environmental Standards and Policies
- Innovation in Environmental Sustainability

Maximum page limit is 2 x A4 pages Text to be Times New Roman 10mm

The Evaluation Team will not consider any information outside the maximum number of pages allowed.

Click here and insert response

Response Document – 3.3.G – Form of Tender – Cost (4,000 marks) (40%)

Establishment of a Multi-Party Framework Agreement for the provision of Facilities Management Services for Residential Apartment Blocks on behalf of Meath County Council with an initial contract at Gort na Glaise Farganstown, Navan, Co. Meath.

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained in the tender documents.

Proposed Costs for the provisions of facilities management services as detail in breakdown in Appendix 2 – Pricing Schedule:

Tender Fee Exclusive of VAT = _____ (Euro)

SIGNED

COMPANY

(Authorized Signatory)

PRINT NAME

ADDRESS

DATE _____

Pricing Sheet		(Cost per annum) REQUIREMENT indicated by Y/N	Ferganstown 58	
SECTION A: General Services		Description	Units	Cost per Annum
1	Access Control / Intercom Servicing	Bi-Annual - Confirm system operating as intended and as per manufacturer's requirements and PSA requirements test and certification. Items to be reviewed include handset, external call station, POE switch, exit button and any other components in the system. Service by a competent service engineer.	Y	€ -
2	Access Control Callout	Callout to address issues arising.	Y	€ -
3	Access Control including Emergency out of hours callouts	Access control solutions and key holding service for alarm activations and ESB cabinets. Provision of spare keys for main access doors to tenants and providing contractor access. Provision of ESB cabinet access to facilitate monthly meter readings by tenants during a minimum 3-hour window. Provide key holding service upon activation of alarm - on call and call out for out of hours and weekends. For common areas to include fire alarm system, AOV system, passenger lifts, pumping station alarms. Provision of access as required to utility providers to meter cabinets upon request. Provision of access as required to utility providers to telecommunications/ Wi-Fi modems etc. upon request. Provision of access as required to maintenance contractor to temporary pumping station. Provision of access as required to MCC maintenance contractor to units/apartments in Blocks A and B. Provision of access as required to MCC waste management contractor to bin stores. Provision of access as required to MCC personnel and their representatives to comms /CCTV room to access video data from Gardai upon request.	Y	€ -
4	Dumping Removal	Upon Request	Y	€ -
5	Budget Reconciliation Reporting	Monthly spend report.	Y	€ -
6	CCTV Maintenance	Bi-Annual - Servicing/ maintenance of CCTV systems by suitably qualified personnel. Data access will not be permitted if access is required by maintenance operations. MCC to be contacted before operation is carried out. Required as good maintenance practices by a competent person.	Y	€ -
7	Cleaning – Internal Areas (including areas not accessible to residents)	Every 2 Weeks - General Cleaning, including lifts and stairwells Mop and vacuum common areas, stairs, and lifts Wipe all surfaces, including window boards and skirting Remove general rubbish Clean internal windows and sanitize door touchpoints/keypads Maintain matwells: vacuum, scrub, and drain as needed Clean bin stores and sweep bike stores External litter removal and general tidying of building perimeter Ensure signage is visible; remove clutter/temporary signs Assess and report environmental/security risks Graffiti removal: ongoing checks and cleaning	Y	€ -
8	Cold Water Booster Pumps Service	Annual - Servicing of Cold Water Booster Pumps - Service as per manufacturer's instructions, check set pressure to pumps- Check non return valves for correct operation. Test and record current draw to each pump. Test and record expansion vessel pressure. Recharge expansion vessel pressure. Check all electrical connections. Required as good maintenance practices by competent persons.	Y	€ -

9	Cold Water Storage Tanks cleaning maintenance	Annual - Tank Cleaning, Legionella risk assessment, Water quality check, check float valve for operation, check overflow, check general condition of tanks, leaks damage etc. Required as good maintenance practices by competent persons. Tank Cleaning shall be carried out in a manner that will minimise disruption of supply to residents.	Y	€	-
10	Deep Cleaning (common areas)	Deep cleaning of common areas as required. Required as good maintenance practices by competent persons.	Y	€	-
11	Domestic Waste Management maintenance	Monthly - Cleaning of bin Stores and wash out of bins. Required as good maintenance practices by competent persons.	Y	€	-
12	Doors/Windows/ Curtain Walling and Ironmongery	Annual Inspection (Maintenance and Repairs as and when required) - Inspection and maintenance or repair on doors/windows/ curtain walling including service checks on ironmongery on doors and windows in public areas (door closers, door stops, hinges, handles, panic hardware and locking systems, thresholds) to ensure all lubricated and functioning as intended. Check fire rating of doors and any protective measures are intact, operational and within acceptable tolerances including intumescent strips, seals, escape hardware, glazing panels and signage. Ensure damaged or broken glazing, mullions, gaskets, frames and any other system components are identified quickly and repaired using appropriate components to match existing. Required as good maintenance practices by competent persons.	Y	€	-
13	Drainage Callouts	Emergency Callouts for drainage issues and clearing, including foul drainage within the estate	Y	€	-
14	Drainage inspection	Annual - Ensure all foul drainage runs are inspected, cleared of debris and running free. Inspect stacks for debris and venting freely. Required as good maintenance practices by competent persons.	Y	€	-
15	External Hard Surfacing	Maintenance when required	Y	€	-
16	External Lighting (Inspection)	Annual - Carry out inspection to ensure that all lighting and switching is operating effectively and efficiently, including checking sensors or timeclock settings to minimise energy use on the site. Public lighting is not included in this operation.	Y	€	-
17	External Lighting (Replacement of light fittings)	As Required - Replace broken or defective fittings or bulbs to maintain light levels for external lighting. Required as good maintenance practices by competent persons.	Y	€	-
18	External Tactile Paving	Annual - Regularly sweep all paving to maintain appearance. Medium pressure hosing should remove general dirt and grime. After power washing, sweep jointing sand between the joints of the paving. High pressure power washers are not recommended as damage may be caused to the block surface. Required as good maintenance practices by competent persons.	Y	€	-
19	Floor Finishes	Annual - Inspect for damage, movement or cracking with potential for trip hazard. Particular emphasis on changes in materials, joints. Allow for annual clean to remove any stains or residue per manufacturer's instructions. Required as good maintenance practices by competent persons.	Y	€	-
20	Gutter Cleaning	Annual - Gutters, PVC, fascia and soffit cleaning (allow for safe access to height). Required as good maintenance practices by competent persons.	Y	€	-
21	Health & Safety File	Ensure Safety File is maintained and utilised by all on site. Use and check risk assessment method statements for all works under FM contract. Keep records. MCC have a share file type system where all updates shall be inputted into the Safety File.	Y	€	-

22	Heating systems service , inspection in common areas	Annual Service (Maintenance and Repairs as and when required) - Service and maintenance must always be carried out per the manufacturer's instructions. Electrical heating test and repairs on heaters by RECI contractor. Check that temperature control settings are correctly configured and working including any necessary repairs or updates. Required as good maintenance practices by competent persons.	Y	€	-
23	Internal Lighting (Inspection)	Annual - Carry out inspection to ensure that all lighting and switching is operating effectively and efficiently, including checking switching, sensors or timeclock settings to minimise energy use on the site. Replace broken or defective fittings or bulbs to maintain light levels for internal and external lighting. Required as good maintenance practices by competent persons.	Y	€	-
24	Internal Lighting (Replacement of light fittings)	As Required - Replace broken or defective fittings or bulbs to maintain light levels for internal lighting. Required as good maintenance practices by competent persons.	Y	€	-
25	Ladder and roof access and fall arrest system incl. PFPE Inspections	Testing and Certification of ladder access and roof fall arrest system, requires recertification under "Safety, Health and Welfare at Work (General Application) Regulations 2007 Part 4: Work at Height" Revised Updated to 24 May 2023 and as amended and related Regulations.	Y	€	-
26	Lightning Protection	Inspection and maintenance of lightning protection systems to ensure safety and comply with standards Code of Practice for Protection against lightning I.S. EN IEC 62305-1:2024, I.S. EN IEC 62305-2:2024, I.S. EN IEC 62305-3:2024, & I.S. EN IEC 62305-4:2024 and any amendments and related Regulations.	Y	€	-
27	Monthly Inspection Reporting	Monthly reports on all services provided in the period including certs and update of documents that is required to insert into the safety file as per MCC IT system. The report shall also highlight what servicing is scheduled and report any potential issues / defects noted during inspections that require action.	Y	€	-
28	Passenger Lift Emergency Repairs / Callouts	Management of callouts for repairs or faults with lifts and reporting of same.	Y	€	-
29	Passenger Lifts	Statutory Inspections and maintenance of passenger lifts under the Safety, Health and Welfare at Work (General Application) Regulations 2007 (S.I. No. 299/2007) Revised Updated to 24 May 2023 and as amended and as per manufactures instructions	Y	€	-
30	Passenger Lifts (Inspection by others)	Bi-Annual - Provide access arrangements for Irish Engineering Services who carry out their independent inspections on behalf of Irish Public Bodies 2 per year. Attendance is also required at these inspections	Y	€	-
31	Pest Control – Reactive Treatment	Callouts for issues arising with pest control	Y	€	-
32	Pest Control (preventive)	Monthly - Pest control survey, risk assessment and treatment and monthly checks thereafter. Provide baiting at building perimeter to prevent vermin. Implement effective pest control regime for preventive and reactive pest control including treatment and monitoring. The name of the provider should be provided upon contract award. Required as good maintenance practices by competent persons.	Y	€	-
33	Provision of Replacement Key / Lock Cylinder	Provision of locksmith services or lock changes (Parts charged separately)	Y	€	-
34	RCD Testing	Inspection and testing of Residual Current Device (RCD) to verify that the device trips correctly under regulations BS 7671/2018 as amended, I.S. 10101:2020 as amended and related Regulations.	Y	€	-
35	Removal of Graffiti	Specialised graffiti removal services as required.	Y	€	-

36	Roofs, Gutter Cleaning & Testing	Annual - Roof checks and cleaning (allow for safe access to height). All external roofs, valleys, gutters, hoppers, rainwater outlets, downpipes, external gulleys and aco drains to be fully cleaned of debris to prolong integrity and longevity of the roof surfaces. To be carried out by qualified personnel. Inspect for any signs of damage and log inspections and works with photographic record. Water test to ensure all free draining. Required as good maintenance practices by competent persons.	Y	€	-
37	PV Panels	Annual - Maintenance and cleaning of solar panels in line with model specifications (allow for safe access to height). Required as good maintenance practices by competent persons.	Y	€	-
38	Status and inspection Reports	<p>Monthly - Report should be submitted for review to MCC. Reports should be based on the following further to a regular visual inspection. 1. Condition of the internal and external components of the building under the following headings (rated from Very Good / Good / Poor / Needs Attention / recommend works required): 2. External Condition: parking areas / landscaping areas / boundary treatments/ wall finishes / window finishes / downpipes / electrical charge points / lighting / signage / unauthorized dumping / vandalism / access control door. 3. Common areas: general condition of flooring, walls, doors, electrical points, lighting / rubbish / vandalism / signage / fire alarm panel / emergency lighting system / AOV / lift. 4. General photos should be included. 5. M&E services: general condition / noticeable defects noted. 6. Date of Most recent Periodic Check on Fire Compliance. 7. Date of Most recent Periodic Check on Emergency Lighting. 8. Date of Most recent Check on Lift (if applicable). 9. Date of most recent Check on pumping station 10. Comments / recommendations for maintenance: Reactive Maintenance: requires immediate action (damage to building or threat to life) / Planned Maintenance: short term (0-6 months) Med term (6-12 months) Long Term (1-5 years) / Cyclical Maintenance schedule. The monthly report should include a section detailing the Financial Budget per block with monthly updates on budget reconciliations, along with any Building Energy Management System performance.</p> <ul style="list-style-type: none"> • A status report on the external areas may also be required following an exceptional weather event. <p>The inspection report should include reports on all services provided in that period including certs and update of documents to insert in the safety file using MCC share file type system</p> <ul style="list-style-type: none"> • Include for an initial walkthrough for each building upon contract award with MCC personnel. 	Y	€	-
39	Foul Pumping Station	Carry out inspection and ensure all maintenance carried out per the manufacturer's instructions in the Safety File. All emergency call outs be covered and daily and weekly log to be maintained. Maintenance by MCC contractor up to Oct 2026	Y	€	-
40	Foul Pumping Station - Tank Cleaning	Arrange tank cleaning by appropriate Contractor. Maintenance by MCC contractor up to Oct 2026	Y	€	-
41	Tenant Communications	Tenant notifications to include for updates of inspections in relation to statutory inspections, planned maintenance, changes in access controls etc. which require access to individual apartments. Individual letters drop to tenants and including posters throughout the common areas	Y	€	-
42	Thermal Imaging of all boards and Earthing & Bonding Inspections of all sub-boards	Full thermographic survey and report by qualified and experienced electrician as specified by the IEEE and HSA. Earthing and bonding to also be inspected on all sub-boards and formally reported back.	Y	€	-

43	Window Cleaning (Int. & Ext.)	Annual - Externally (allow for safe access to height). All glass in external windows, curtain walling and doors to be cleaned professionally. Methods should avoid damage to glazed panels and frames. Allow for all external access provisions as needed. Cleaning of internal surfaces is only required in the common areas. Required as good maintenance practices by competent persons.	Y	€	-
44	Window Glazing Repairs	As needed	Y	€	-
SECTION B: Fire Safety Services		Description			
45	AOV's, smoke shafts, fire & smoke dampers	Inspections, maintenance and tests to be carried out per manufacturer's instructions and as recommended by BS 7346-8: 2013, I.S. EN 12101, and BS 9999: 2017 all as amended related Regulations.	Y	€	-
46	Emergency Lighting Checks	Service and Testing of emergency lighting using CTU's in each board in accordance with I.S. 3217: 2023 and any amendments and related Regulations. This shall also include daily and monthly checks by suitably trained staff and maintaining a log of all inspections, testing and checks completed.	Y	€	-
47	Fire Alarm System Compliance	Service and Testing in accordance with statutory requirements: in accordance with the statutory requirements of I.S. 3218: 2024 and any amendments and related Regulations. This shall also include daily and weekly checks by suitably trained staff and maintaining a log of all inspections, testing and checks completed. This task is currently being carried out by MCC contractor and due to end in Oct 2026. Once this contract has terminated testing will be carried out by PM company	Y	€	-
48	Fire Head Replacement	The provision of replacement heads as needed.	Y	€	-
49	Fire Stopping Survey plus risk assessment	Annual - Inspection of all Fire Compartments and Service Penetrations by a competent person and maintain log of issues on fire stopping register including any repairs or modifications completed. Required as good maintenance practices by competent persons.	Y	€	-
50	Fire compartment repairs	After Annual inspection repairs to fire compartments as needed	Y	€	-
51	Fire Safety Plan	Develop, maintain and operate a Fire Safety Plan and Fire Safety Register across the building and site, including training of staff in fire safety management and implementation.	Y	€	-
52	Fire Drill	Bi-Annual - Emergency Evacuation Drills are to be held at a minimum on a bi-annual basis and recorded. Whereby the fire alarm system is activated for any reason other than an announced test, a full evacuation is to be undertaken and recorded. If an evacuation occurs (planned or unplanned), all details pertaining to same are to be entered into the record sheet.	Y	€	-
SECTION C: Landscape & Grounds Keeping Services		Description			
53	Bark Mulch Top-Up	Bi-Annual - Topping up of bark mulch	Y	€	-
54	Grounds Upkeeping and Maintenance	Weekly - Maintenance and upkeep required of all planted areas incl. shrub, tree, grass, and other plants and replacements as required. All plants shall be watered following 10 days without rain. Then Bi-weekly until natural rainfall during June – August. Required as good maintenance practices by competent persons.	Y	€	-

55	Grass Cutting (March–Oct)	Weekly - Grassed Areas shall be cut during the growing season (generally March–October) using a sharp cutter to leave about 30-35mm of growth and remove arisings from the site. Grass will be cut at intervals of not more than 10-14 days depending on growing conditions. Arisings shall be collected and removed from the site. Grassed edges to planted areas to be trimmed to maintain a clear smooth edge to planted beds; strim edges elsewhere but not against trees; spike annually in October. Should bare patches of grass develop, the area is to be cultivated to 150mm and then seeded with amenity grass seed. Required as good maintenance practices by competent persons.	Y	€	-
56	Hedge Trimming	Bi-Annual - Trimming of hedges to a minimum until the hedge is close to the desired height. This is to enable the plants to put on as much growth as possible. The hedgerow will then 'fill out' naturally. Pruning operations are to be undertaken in August or September. Required as good maintenance practices by competent persons.	Y	€	-
57	Litter Picking	Weekly - Litter pick over the entire site within areas covered by the Management Company.	Y	€	-
58	Tree & Shrub Care (incl. replacements charged seperately)	Replacement of any failed trees or shrubs will be allowed annually to ensure that the planting areas are fully stocked at all times. Any hollows which appear due to the settlement shall be top dressed annually , early in the growing season. <ul style="list-style-type: none"> • Minor pruning of dead or damaged wood shall be allowed annually. • All planted areas and trees shall be given an application of an approved top dressing in May. Not in Wildflower areas Shrubs shall be maintained in a balanced shape and prevented from obscuring signs, windows, and encroaching on paths. Check for invasive species and remove them from the site. Undertake a formal assessment of young tree health and development. Tree grilles, grids, and guards shall be inspected and if necessary, removed. Every 4 years A suitably qualified person employed by the Management Company to undertake a review of the condition, success, and long-term maintenance of the planting. Required as good maintenance practices by a competent person. 	Y	€	-
59	Weed Control & Plant Maintenance	Monthly - Weed control shall be allowed at monthly intervals. All areas to be weeded by hand. All plants shall be inspected monthly for wind firmness and firmed as necessary at the same time. Stakes shall likewise be checked for firmness and tree ties checked.	Y	€	-
TOTAL				€	-

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: Meath County Council (the "Contracting Authority")

RE: Request for Tenders for the Supply of Facilities Management Services for Residential Properties and Establishment of Multi-Party Framework on behalf of Meath County Council with a Initial Contract at Gort na Glaise Farganstown, Navan, Co. Meath

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

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

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Foreign Subsidies Regulation

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

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

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

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

TO: Meath County Council (the “Contracting Authority”)

RE: Request for Tenders for the Supply of Facilities Management Services for Residential Properties and Establishment of Multi-Party Framework on behalf of Meath County Council with a Initial Contract at Gort na Glaise Farganstown, Navan, Co. Meath

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

SIGNED

Notifying Party

(Authorised Signatory)

Print name

Address

Date

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

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

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

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table 2

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

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

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

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table

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

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

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

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

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

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

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

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

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

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

yes no

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

yes no

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

yes no

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

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

and

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

yes no

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

Notifying party(ies) yes no

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

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

3.1.2. Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation (EU) 2022/2560.

yes no

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

yes no

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

yes no

- 3.2.** For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:
- 3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).
 - 3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.
 - 3.2.3. Amount of each financial contribution.
 - 3.2.4. Purpose and economic rationale for granting the financial contribution to the party
 - 3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.
 - 3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).
 - 3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).
 - 3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).
 - 3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.
- 3.3** Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

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

- (i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.

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

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

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

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

** General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

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

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

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

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

4.2 The elements may in particular refer to:

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

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

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

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

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

- 6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.
- 6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.
- 6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.
- 6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

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

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

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

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Facilities Management Services for Residential Properties and Establishment of Multi-Party Framework on behalf of Meath County Council with a Initial Contract at Gort na Glaise Farganstown, Navan, Co. Meath

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

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

1. I am a [\[insert role of Declarant\]](#) of [\[Click here and insert name of entity\]](#) and am authorized by [\[Click here and insert name of entity\]](#) to make this declaration which relates to a tender (“the Tender”) submitted by [\[Click here and insert name of entity\]](#) in response to an RFT dated titled [\[insert description of competition\]](#) published by [\[insert name of contracting authority\]](#) (“the Contracting Authority”).
2. Neither [\[Click here and insert name of entity\]](#) nor any person who is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) nor any person who has powers of representation, decision or control in [\[Click here and insert name of entity\]](#) has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [\[Click here and insert name of entity\]](#) is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [\[Click here and insert name of entity\]](#):
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.

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

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

Signature of Declarant

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

(signed)
Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Services Contract

Meath County Council

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Facilities Management Services for Residential Properties and Establishment of Multi-Party Framework on behalf of Meath County Council with a Initial Contract at Gort na Glaise Farganstown, Navan, Co. Meath

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

Meath County Council, of [address] (“the Client”);

and

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

(each a “Party” and together “the Parties”).

WHEREAS:

- A. By Request for Tender entitled “Insert title of RFT” advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] dated insert date of RFT (“the RFT”) the Contracting Authority invited tenders from economic operators (“Tenderers”) for the provision of the services described in Appendix 1 to the RFT (the “Services”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The RFT;
 - iii. The Submission.
2. The Contractor agrees to provide the Services described in Schedule B (“the Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission (“the Specification”).
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client’s Contact is [name of contact person] of [address of contact person]; the Contractor’s Contact is [Contractor contact name] of [Contractor contact address].

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

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

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

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

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

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

<p>SIGNED for and on behalf of the Client</p> <p>_____</p> <p>(being a duly authorised officer)</p>	<p>SIGNED for and on behalf of the Contractor</p> <p>_____</p>
<p>Witness</p>	<p>Witness</p>

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
 - 1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 - 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 - 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 - 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the

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

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

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission (“Key Personnel”), assigned by it to provide the Services shall be

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

3. PAYMENT

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

- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 - 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money

recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 - 8. [REDACTED]
it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 - 9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for

inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

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

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

5. REMEDIES

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

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

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

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

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

E. **Not Used**

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

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

[Insert] ("the Retention Amount") which Retention Amount shall not at any given time exceed [number] per cent of the Charges. In such event the Client shall identify the

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

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

H. *"Not Used"* :

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

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

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

6. INTELLECTUAL PROPERTY

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced

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

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

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

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

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

7. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-

1. its professional advisers subject to the provisions of this clause 7; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

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

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

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or
3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation

to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

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

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

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving [30 days] written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [90 days] written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
- i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
 - ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

- E. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client (“Employment Information”). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. The Client’s Contact and the Contractor’s Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
 - 1. liaise with and keep the Client’s Contact fully informed of any matter which might affect the observance and performance of the Contractor’s obligations under this Agreement;
 - 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 - 3. comply with all reasonable directions of the Client; and
 - 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor’s premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

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

- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

13. NOTICES

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

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the

manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor

(Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

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

21. ACCESS TO PREMISES

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

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:

- i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

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

25. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

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

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

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

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

D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

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

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

- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client’s designated auditor.
- L. The Contractor shall:-
- (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client’s option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

Please note the successful tenderer is required to sign Meath County Council Data Processing Agreement when appointed see Information Pack for a copy of the agreement.

26. ADDITIONAL CONDITION(S)

“Not Used”

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

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

Appendix 6: Confidentiality Agreement

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

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

and

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

WHEREAS

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

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

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

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement “Confidential Information” means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

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

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

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

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

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

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

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

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

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

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

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

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

6. The Contractor undertakes:

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

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

- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
“Data Controller” has the meaning given under the Data Protection Laws;
“Data Processor” has the meaning given under the Data Protection Laws;
“Data Subject” has the meaning given under the Data Protection Laws;
“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
“Personal Data” has the meaning given under Data Protection Laws;
“Processing” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

- (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

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

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

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

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

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

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

