

BORD BIA

IRISH FOOD BOARD

Request for Tenders dated 16/06/2026
for the provision of

Facilities Management and Ancillary Services
(with Onsite Resource)
CFT: 8348187

Tender procedure: Open procedure

Tender Deadline 17/07/2026 12:00

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Part 1: Introduction

1.1 Bord Bia (hereinafter referred to as the “Contracting Authority”), (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: Facilities Management and Ancillary Services (with Onsite Resource).

The Contracting Authority considers that the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 may apply to this competition. Bidders are advised to satisfy themselves as to the application of TUPE and to make appropriate provision within their tender submissions.

1.3 Bord Bia proposes to engage in a competitive process for the establishment of suitably experienced and qualified service providers for the provision of comprehensive **Facilities Management and Ancillary Services (with Onsite Resource)** at our Global Hub offices in Ballsbridge. This competition will be broken down into 3 separate LOTS. The Contracting Authority wishes to award a Framework Agreement for each of the following Lots:

- **LOT 1 Provision Facilities Management Services and with onsite resource.**
- **LOT 2 Electrical & Life Systems Services for the Bord Bia Global Hub office.**
- **LOT 3 Mechanical and Plumbing Services (including HVac)**

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. Renewal of services will be subject to annual review, satisfactory performance, budget availability and by mutual agreement between the Contracting Authority and the successful Tenderer.

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contracts may amount to some €950,000 (excl. VAT) in total, with a breakdown by LOT as per below, over the initial Term of 2 years and including all possible extensions (subject to agreement as outlined in 1.5 above). Tenderers must understand that this figure is an estimate only based on current and future expected usage.

- (a) LOT 1: Provision of Facilities Management Services with Onsite Resource: €350,000
- (b) LOT 2: Electrical & Life Systems services for Bord Bia Global Hub office: €300,000
- (c) LOT 3: Mechanical and Plumbing service. €300,000

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.

Anticipated Timeline

1.8

Indicative timelines for this Tender	Tender for Facilities Management Services for the Bord Bia Global Hub, Ballsbridge.
Site Visit	23rd or 29 th June 2026 (Pick one day only)
Closing Date for Queries	1 st July 2026
Closing Date for Tender Submissions	The closing date stated on eTenders takes precedent and will be the final cut off point.
Clarification/verification meeting (if required)	To be advised
Issue of award notice	Quarter 3 2026
Commencement of Contract	Quarter 3 2026

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

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

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

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

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

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

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

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

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

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

that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

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

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

- (a) * To complete and submit with their tender the electronic version of the European Single Procurement Document (eESPD). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm: (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 paragraphs 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES CONTRACT

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

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

2.6 TENDER SUBMISSION REQUIREMENTS

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

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

Tenderers must note that in the electronic tenderbox, there is a file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the “paper plane” icon first and then on the “Submit” button. After the “Submit” button has been clicked, in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than 12 Noon on Friday 17th July 2026 (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Office or PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 12 noon on Wednesday 1st July 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

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

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 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.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

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

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

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

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

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

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

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

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 The Contracting Authority, (Bord Bia) will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. A site visit to view the Contracting Authority's premises or facilities at 140 Pembroke Road, Ballsbridge, Dublin 4, D04 NV34 shall be organised on Tuesday 23rd June 2026 and alternative day of Monday 29th June during the following slots: 11:00–13:00 and 14:00–16:00.

Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by contacting the Procurement team at Bord Bia via messaging through the eTenders portal by 14:00 Monday 22nd June 2026. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

2.20.2 Not used

2.21 INSURANCE

2.21. 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
Professional Indemnity	€1,500,000

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.

2.3 HUMAN RIGHTS AND ETHICAL EMPLOYMENT (PASS / FAIL)

Compliance with Human Rights, Ethical Employment and Labour Standards

Requirement

Tenderers must demonstrate that they, and any subcontractors or labour agencies engaged in the delivery of the Services, comply with internationally recognised human and child rights and labour standards, including but not limited to:

- Compliance with applicable Irish, EU and local employment and labour legislation
- Prohibition of forced labour, bonded labour and child labour
- Lawful working hours, fair wages and lawful payment practices
- Equal treatment, dignity at work and non-discrimination
- Safe and healthy working conditions
- Respect for worker privacy and lawful processing of personal data
- Responsible management of subcontractors and labour providers

Tenderers must complete a Declaration of Compliance in the Tender Response Document confirming that:

1. No forced, trafficked or child labour is used
2. Workers retain full access to wages, personal bank accounts and identity documents
3. Health and safety obligations are met for all workers, including temporary or overseas staff
4. Subcontractors are subject to equivalent human rights standards
5. Any identified or alleged human rights breaches will be promptly notified to the Contracting Authority and a remedy proposed.
6. Acknowledges that Bord Bia reserve the right to conduct a human rights assessment during the duration of this contract if successful.

Supporting documentation is not required at tender stage but may be requested prior to award or during contract delivery.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

Only those Tenderers who have: -

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

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

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

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

- (i) completes and submits a separate eESPD in respect of each such entity, and
 - (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.
- Not Required Where a Tenderer (Prime Contractor) intends to subcontract any share of any Services 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 ESPD in respect of such Subcontractor completing those sections of the ESPD which are specified in section 2.D of the ESPD 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.

Confirmation that the tendering party turnover exceeded:

- (a) **LOT 1: €600,000** during one of the last three years – the firm must have been in existence for over 12 months.

The requisite turnover requirements for each of the remaining Lots is as follows:

- (b) **LOT 2: €300,000**
- (c) **LOT 3: €300,000**

Confirmation of financial standing for the past (3) years by way of Accountants/Auditors letter ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.

If tenderers are applying for more than one Lot, they must have the cumulative total turnover amount for all lots applied for e.g. if applying for Lots 1 and 2, the turnover requirements will be €950,000, etc.

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 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 of similar size and nature in the past three (3) years for the services required as outlined in this Invitation to Tender document. Information must be provided in the following format:

Reference Contract #1			
Client Name:			
Contact Name:			
Contact email:			
Delivery Date:	From		To
Contract Estimated Value:	€		<i>Full contract Term</i>
Detailed Description:			
<i>Taking account of the features of the contract / scope of the framework agreement, please provide information in relation to the following, demonstrating comparability with the contract / framework being awarded under this procurement. Mere affirmation will not be sufficient.</i>			
Any other relevant information:			
Reference Contract #2			
Client Name:			
Contact Name:			
Contact email:			
Delivery Date:	From		To
Contract Estimated Value:	€		<i>Full contract Term</i>
Detailed Description:			

Taking account of the features of the contract / scope of the framework agreement, please provide information in relation to the following, demonstrating comparability with the contract / framework being awarded under this procurement. Mere affirmation will not be sufficient.

(Insert Response here expanding this table as necessary)

Any other relevant information:

Reference Contract #3

Client Name:

Contact Name:

Contact email:

Delivery Date:

From

To

Contract **Estimated** Value:

€

Full contract Term

Detailed Description:

Taking account of the features of the contract / scope of the framework agreement, please provide information in relation to the following, demonstrating comparability with the contract / framework being awarded under this procurement. Mere affirmation will not be sufficient.

(Insert Response here expanding this table as necessary)

Any other relevant information:

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

Tenderers must provide the supporting documentation for Pass or Fail Criterion specified above without delay when requested by the Contracting Authority.

AWARD CRITERION:

Criteria:	Description:	Max Marks	Minimum Pass Mark
A	<p>Proposed costs</p> <p>For the provision of Facilities Management and on-site support services, completed in full and in the format set out in Appendix 2 – Pricing Schedule.</p> <p>Tenderers must demonstrate that pricing is:</p> <ul style="list-style-type: none"> • Comprehensive and transparent; • Fully inclusive of all contract requirements (including mobilisation and transition); and • Sustainable for the duration of the contract. <p>Where applicable, pricing should clearly reflect all obligations arising from the Transfer of Undertakings (Protection of Employment) Regulations (TUPE), including employment-related costs.</p>	1,500	N/A
B	<p>Sustainability and Environmental Management</p> <p>Tenderer’s approach to championing sustainability within their organisation and in the delivery of this contract, including:</p> <ul style="list-style-type: none"> • Proposed approach to environmental sustainability; • Alignment with Government green procurement initiatives and policies; • Measures to minimise environmental impact in the delivery of Facilities Management services; and any proposed innovations. • Demonstrated ability to embed sustainable practices into day-to-day service delivery. 	1,000	500 (50%)
C	<p>Methodology, Mobilisation and Transition</p> <p>Tenderer’s demonstrated capacity and ability to meet the full requirements of the Facilities Management Services as set out in Appendix 1 – Specification, including:</p> <p><u>Service Delivery Methodology</u></p> <ul style="list-style-type: none"> • Proposed approach to delivering all core and support services; • Understanding of Bord Bia’s operational environment and service requirements; • Risk management and quality assurance processes. <p><u>Mobilisation & Transition</u></p> <ul style="list-style-type: none"> • Detailed mobilisation plan outlining key activities, milestones and timelines; 	3,000	1500 (50%)

	<ul style="list-style-type: none"> • Approach to ensuring a smooth transition from the incumbent provider (where applicable); • Arrangements to ensure no disruption to service delivery during mobilisation and transition. <p><u>TUPE (Where Applicable)</u></p> <ul style="list-style-type: none"> • Clear and detailed approach to managing the transfer of staff under the Transfer of Undertakings (Protection of Employment) Regulations, including: <ul style="list-style-type: none"> ○ Mobilisation planning and integration of transferring staff; ○ Staff engagement, consultation and communication ○ Arrangements for onboarding, induction and training; ○ Measures to ensure continuity of service and retention of critical knowledge; and ○ Compliance with all statutory and contractual employment obligations. 		
D	<p><u>Contract Management, Resources and Governance</u></p> <p>Qualifications, experience and capacity of the proposed team to deliver and manage all aspects of the contract, including:</p> <ul style="list-style-type: none"> • Key personnel and overall resourcing model; • Support structures, including cover for holidays, absences and contingency requirements; • Training and competency management; • CAFM systems and use of technology in contract delivery; • Account management arrangements and liaison with Bord Bia's designated Facilities personnel. <p>Tenderers should demonstrate robust governance and oversight arrangements to ensure consistent, high-quality service delivery.</p>	2,000	1,000 (50%)
E	<p><u>Quality of Processes and Performance Management</u></p> <p>Quality of documented processes for working with Bord Bia and monitoring service delivery, including (but not limited to):</p> <ul style="list-style-type: none"> • Forward planned maintenance programme; • Asset management approach; • Management of reactive works; • Project management methodology; • Performance monitoring, reporting and continuous improvement arrangements. 	1,500	750 (50%)
F	Added Value and Value for Money	1000	500

	<p>Any proposed additional benefits or added value offered by the Tenderer that enhance value for money for Bord Bia over the life of the contract, at no additional cost, including but not limited to:</p> <ul style="list-style-type: none"> • Service improvements or efficiencies beyond the core specification; • Innovations, enhanced use of technology or data to improve service delivery or reporting; • Accreditations, best-practice approaches, or tools that deliver measurable operational or financial benefits; <p>Tenderers should clearly distinguish added value proposals from core and mandatory requirements and demonstrate how such proposals will contribute to overall value for money.</p>		
	Total	10,000	

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:

Marks for pricing criteria 1 above, will be allocated using the following formula:

Cost Score	=	$\frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}}$	x	Maximum number of marks Available
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Scoring methodology marks for qualitative criteria B, C and D (Qualitative Criteria) above will be allocated as follows:

Weighting	Meaning
81% to 100%	A 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 excellent standard.
61% to 80%	A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
41% to 60%	A 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.
21% to 40%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.

1% to 20%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

Note:

Tenderers must score a minimum of 60% of the marks available for the qualitative award criteria 2 and 3 above 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 but is to support their submitted response.

SITE VISIT – IMPORTANT – PLEASE NOTE

The Contracting Authority will facilitate a site visit to Bord Bia’s Global Hub offices, 140 Pembroke Road, Ballsbridge, Dublin 4, D04 NV34, to allow Tenderers to familiarise themselves with the building and operational environment relevant to the Services.

The site visit will take place on 23rd and alternative day of 29th June 2026, with attendance arranged in the following time slots: 11:00–13:00 and 14:00–16:00.

Attendance is non-mandatory but strongly encouraged. Tenderers are solely responsible for satisfying themselves as to site conditions and requirements. No statements made during the site visit shall vary the terms of this RFT. No claims will be accepted for failure to attend or familiarise with site conditions.

Details to be confirmed via eTenders. Tenderers should use the eTenders messaging facility to request attendance, indicate their preferred time slot, and provide a list of attendee(s). Any queries arising must be submitted through eTenders, with responses issued to all Tenderers.

3.5 STANDSTILL PERIOD

3.5.1 As per EU Directive

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 14 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

Bord Bia (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

Bord Bia, the Irish Food Board, is the government agency responsible for the promotion of the food, drink, and horticulture industry, bringing Ireland’s outstanding produce to the world, thus enabling the growth and sustainability of our producers.

As a force for insight, reputation building and fostering an entrepreneurial and skills culture in the industry, we contribute to its sustainable growth at home and abroad.

With headquarters in Dublin, Bord Bia has a network of overseas offices in Amsterdam, Dubai, Dusseldorf, Lagos, London, Madrid, Milan, New York, Paris, Shanghai, Singapore, Stockholm, Tokyo, and Warsaw. More detailed information is available at www.bordbia.ie.

2. BACKGROUND

Bord Bia’s Global Hub Offices are located at 140 Pembroke Road, Ballsbridge, Dublin 4, D04 NV34, where the building is fully occupied by Bord Bia covering a total of 2,330sq m (25,090sq ft.) comprising of a six-storey over-basement building. The building has triple-glazed windows, floor-to-ceiling heights of 2.9m, and an A3 BER rating.

Bord Bia seeks proposals for the provision of general on-site (pro-active and reactive) Facilities Management Services for a period of two years, with an option to extend up to 1 year with a maximum of 2 such extension or extensions on the same terms and conditions, subject to requirements and agreement with the successful Tenderer. Tenderers must be able to undertake management of the facilities services as detailed within this Appendix 1. This includes the provision of a full-time onsite resource to support the Facilities Services contract requirements during the Contracting Authority’s operational working hours as outlined below. Tenderers must ensure that they will be able to cover holiday leave and any other absences as part of the supplied services by agreement with the Contracting Authority and detail

The provision of the Facilities Management Services will be required for business hours of 9.00am – 5:00pm, Monday – Friday (excl. Bank Holidays) and on occasions after business hours and over weekends, where work programmes or projects deem necessary (subject to agreement with the successful Tenderer).

Note: The Contracting Authority’s normal business office hours are Monday to Friday 8.30am - 5:30pm. The Facilities Services are mostly required during these opening hours (9am – 5pm), however on occasions there will be a requirement for some planned and re-active work to be

carried out outside of normal working hours or during the weekend when staff are not in the building.

Tenderers are required to demonstrate that they have the necessary skills, expertise, and resources at their disposal, together with a proven track record in providing a similar range and quality of services in directly comparable environments.

If for any reason it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the contracting authority considers that the successful tenderer has not met its obligations, the contracting authority reserves the right to award the contract to the next highest scoring tenderer on the basis of the terms advertised. This shall be without prejudice to the right of the contracting authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3. SCOPE OF TENDER

The scope of this tender includes but is not limited to: LOT 1 provides overarching facilities management, coordination and onsite resource, while LOTs 2 and 3 provide specialist hard FM services.

LOT 1:

- Supply of **Facilities Management Services** supporting the Contracting Authority's facilities and staff, including the provision of a full-time onsite resource(s).
- In addition to the full-time onsite resource, a part-time team member will be required to support facilities operations to meet operational requirements and to provide additional support during evening events (Evening Building Support). It is envisaged that these hours will run from Tuesday – Friday 3pm – 7pm and 4.30 – 8.30pm when evening events are taking place in the Bord Bia Global Hub.
- Provision of expertise to support, develop and maintain the Facilities Services, through onsite support and backup. Including support cover during leave/absence entitlements.
- Provision of a dedicated and proactive Account Management team/Manager as the first point of contact for the Contracting Authority. Monthly onsite visits required, with occasional onsite requirements throughout the month.
- Provide support for onsite Facilities Management resource ensuring contractors are vetted for at all times.
- Supply of regular reports on service usage; this will include provisions for ad-hoc reporting as required.
- Provisions for excellence in customer service, data protection and confidentiality relating to information passed through to the successful Tenderers support service, backed up by appropriate certification / agreements where relevant.
- Any other requirements deemed relevant during the contract term.
- Planned Preventative Maintenance (PPM) on an ongoing basis.
- Reactive Maintenance
- Maintenance of doors and hardware
- Building Fabric Maintenance

**May require weekend support.*

LOT 2:

Electrical Services

All Electrical requirements deemed relevant during the contract term, including:

- Maintenance of Life Support Systems.
- Maintenance of Building Management System
- Maintenance of RCD (residual circuit device)
- Electrical Distribution Board Maintenance incl. Earth & Bonding – Earthing and Grounding

**May require weekend support.*

LOT 3:

Mechanical and Plumbing Services.

- Annual LPHW, ventilation & water systems maintenance
- All Heating & Plumbing repair / maintenance services.
- Callouts to fix / replace broken & leaking taps / pipework / blocked showers & drains & sewers & septic tanks / water pumps / heating systems and all other aspects of non-planned plumbing maintenance works.

**May require weekend support.*

4. SERVICES REQUIRED

The purpose of this Request for Tender (RFT) is to appoint a suitably qualified service provider to deliver Facilities Management services at Bord Bia's Global Hub, 140 Pembroke Road, Ballsbridge, Dublin 4, on the basis of the Most Economically Advantageous Tender (MEAT).

The scope of services includes the provision of a dedicated full-time onsite Facilities Management resource, in addition to supplementary onsite support (Evening Business Support) to meet operational requirements. This additional support shall cover occasional evening events hosted at the Global Hub, as well as any other facilities-related services required outside standard business hours throughout the year.

The successful Tenderer will be required to provide suitably qualified onsite resources, including collaboration with the Evening Business Support role, to ensure adequate facilities support is maintained during evening events and any associated out-of-hours or weekend requirements. Tenderers should identify their proposed costs associated with same as per Appendix 2: Pricing Schedule- Monday – Friday (excl. Bank Holidays). Cover will be required from 9:00am to 5:00pm Monday – Friday with the Evening Business Support providing cover from 3pm – 7pm Tuesday to Friday – there may be some requirement for additional hours for evening events held in the Global Hub throughout the year (approximately 1-2 per month).

The following is a non-exhaustible list of the types of projects and activities that are envisaged to be procured through this Framework. Many projects will require a number of the various activities listed below.

4.1 LOT 1 Facilities Service Management

No.	Service	Description
4.1.1	Facilities Management Services – onsite co-ordinator	Annual requirement for Facilities Management Services – onsite co-ordinator to include resource

		cover. See below which illustrates the scope of services required.
4.1.3	Facilities Management Services	Annual service fee and support services – ie helpdesk and seeking contractor quotes.
4.1.4	Emergency Support	Support in emergencies when urgent requirements arise.
4.1.5	Management of Contractors onsite	<ul style="list-style-type: none"> □ Contractor Oversight: The on-site Facilities Supervisor will be responsible for the management and supervision of all contractors engaged in service delivery, ensuring adherence to Bord Bia standards, health & safety regulations, and contractual obligations. □ Planned Works Scheduling: Ensure effective planning, scheduling, and oversight of all planned maintenance and project works to minimize disruption and maintain operational efficiency. □ Reactive Works Support: The Facilities Management service provider must actively support the on-site resource in coordinating and managing reactive maintenance requests, ensuring timely resolution and communication.
4.1.6	Operating Procedures	The preparation of Standard Operating Procedures (SOP's) for relevant scope of works to be delivered, including the frequency at which they must be performed.

4.2 LOT 2 Electrical Services

No.	Service	Description
4.2.1	Annual thermo-graphic surveys of Low Voltage switchgear	Thermo-graphic surveys on the main low voltage switchboard and all sub-distribution boards
4.2.2	Bi-annual Visual Inspection of general services and small power	Visual inspection of the general services and small power installations on two separate occasions throughout the year and produce a complete report of the findings.
4.2.3	Bi-Annual visual inspection of lighting	Visual inspection of the lighting installation on two separate occasions throughout the year.
4.2.4	Building Management System	Working knowledge of Trend 963 - Heat and energy monitoring and reporting required
4.2.5	Quarterly emergency lighting maintenance	In accordance with the regulations (IS:3217) Test emergency lighting four times per annum - at 3-month intervals.
4.2.6	Quarterly fire alarm maintenance	Fire Alarm system testing in compliance with IS 3218, 2009 Section 8.2

4.2.7	Quarterly leak detection maintenance	Carry out maintenance of the leak detection system installation there will be four visits to site per annum
4.2.8	Bi-annual security system maintenance (including yearly monitoring)	8 Samsung IP cameras with Samsung 16 channel drive.
4.2.9	Biannual White noise system maintenance	Common area White Noise system maintenance
4.2.10	Annual lighting controls maintenance	Annual maintenance programme.
4.2.11	Pat Testing as required	Regular testing and testing of products brought onsite for events held in the building.
4.2.12	RCD Maintenance	Quarterly RCD Testing
4.2.13	Electrical Distribution Board Maintenance incl. Earth & Bonding	Site maintenance required
4.2.14	General electrical repairs and maintenance.	All other electrical repairs that may be required throughout the duration of this contract
4.2.15	Comms Room - Fire Integrity Room Testing	Annual servicing & maintenance programme
4.2.16	Annual Fire Risk Assessment	Fire suppression & fire prevention systems – risk assessment
4.2.17	Water Leak Detection Systems	Annual servicing
4.2.18	Building Fabric	Continued inspection
4.2.19	Environmental	Monitoring and reporting
4.2.20	Energy management	Monitoring and reporting
4.2.21	Building Management System	Trend BMS systems
4.2.22	Fire Alarm Maintenance	Fire Alarm Maintenance * 4 fire alarms
4.2.23	Leak Detection Maintenance	Leak Detection Maintenance * 4 alarms
4.2.24	Fire door management and maintenance	2 * Fire doors
4.2.25	Fire Damper Inspection	Annual inspection and maintenance of the fire damper systems.

4.3 LOT 3 Mechanical & Plumbing Services

No.	Service	Description
4.3.1	Annual LPHW, ventilation & water systems maintenance	Annual maintenance programme.
4.3.2	Annual Legionella Testing	Annual maintenance programme.
4.3.3	All Heating & Plumbing repair / maintenance services – inclusive of Callouts / Reactive and Planned facilities management services	Ongoing throughout the contract duration.

4.3.4	Mechanical Technical Requirements	Ensuring compliance with mechanical and building services regulations and relevant standards.
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Please note there may be requirements for weekend call outs.

Air con Maintenance

- Manage current maintenance contract for all units
- Full details of what is included in the service, how many visits per year
- Cost for extra call outs
- Minimum call out fee
- Any other costs

Preventative and reactive maintenance (including service and repairs)

- Electrical Services – Hourly rate for works during business hours 9.00am – 5.00pm Monday – Friday and hourly rate for out of hour’s workings. Materials charged separately - response time 24 hours.
- Plumbing Services - Hourly rate for works during business hours 9.00am – 5.00pm Monday – Friday and hourly rate for out of hour’s workings. Materials charged separately - response time 24 hours.

4.4 Facilities Management Services - Tracking of works and payments.

Tracking of all contract work both through the Management company and through Planned Preventative/Reactive Maintenance work directly with contractors.

- Completion of work to be confirmed.
- Advise the Facilities team in-house of PO requirements for works completed. All Invoices should be received within 30 days of completion of work.
- Review every quarter of tracker with the Facilities Manager in Bord Bia of any outstanding invoices not received for payment.

4.5 Facilities Management Professional Services - Onsite Facilities Services resource

The full-time onsite Facilities Services resource will assist in the management and delivery of the facilities function. They will be responsible for the general upkeep and appearance of the site is of the highest standard. The resource will work closely with the Contracting Authority’s Facilities Manager and Facilities team to support operations.

The onsite Facilities Services resource will provide the following services to include, but not limited to (non-exhaustive):

- **Building Services:**
 - Manage and maintain the service contracts with the Contracting Authority’s third-party facilities suppliers.
 - Monitoring and management of the - Building Management System (BMS) and action alerts and alarms accordingly.
 - Manage the air condition system including temperature control and servicing with the third-party contractor.
 - Manage the electrical, fire and security maintenance cycles.
 - Fire extinguishers, hydrants and blankets maintenance
 - Fire curtains test

- Maintenance and management of the Plant room and both the Front and Rear door accesses.
- Maintenance and management of:
 1. Toilet facilities.
 2. Water testing/flushing
 3. Basement area, including rear of building access area, waste bins and adjoining meter rooms.
 4. Stairs & Lifts. Working with lift provider on preventative maintenance schedule
- Lighting – manage the periodic checks of the lights in the building.
- Energy consumption - monitor energy usage, record, and report on abnormalities. Constantly search for improvements and efficiencies with respect to the Contracting Authority's energy services.
- Regular housekeeping inspections throughout the Contracting Authority to ensure the highest standards are being adhered to and take corrective action on identified issues.
- Be pro-active in relation to the provision of facilities support and plan as appropriate for future scenarios to ensure the best allocation and utilisation of space and resources.
- Supervise and co-ordinate the work of any contractors working on-site, ensure that work is carried out satisfactorily and follow-up on deficiencies as appropriate.
- Ensure health and safety considerations are taken into account and that staff are considered in light of work being undertaken (e.g. safety etc.).
- Building Health and Safety requirements.
- Co-ordinate the provision of essential support services such as security, Pest control, waste disposal, recycling etc.
- CCTV management.
- Respond appropriately to emergencies/urgent issues as they arise
- Building Fabric – continued inspection
- Preventative and reactive maintenance
- Fuse boards maintenance.
- Painting when required.
- General Maintenance and Carpentry services
- Key holding services
- **Environmental Sustainability:**
 - Work closely with third parties to ensure that Facilities Services meet best practise environmental efficiency standards.
 - Lead on the implementation and continued delivery of Green Initiatives within the Contracting Authority.
 - Lead on the delivery of environment and energy saving initiatives as they arise.

ONSITE FACILITIES SUPERVISOR

The Full-time onsite Facilities Services resource will be the first point of contact between the Contracting Authority's staff and the Facilities Unit in respect of assistance and issue tracking. Accordingly, customer service is a very important element of this contract. The onsite Facilities

Services resource is expected to manage and prioritise service calls promptly as they arise. See attached document - **Appendix A Facilities Supervisor** which illustrates the scope of services required.

The Onsite Facilities Co-ordinator / Supervisor is responsible for the effective day-to-day coordination and supervision of facilities services on site, ensuring buildings, systems and assets operate safely, efficiently and in compliance with Bord Bia requirements. The role oversees hard FM operations, planned and reactive maintenance, contractor performance, and health & safety compliance, while acting as the primary on-site point of contact for facilities-related issues. The post holder supports business continuity, service quality, sustainability initiatives and continuous improvement across facilities operations.

The tender submission should include:

- Draft service levels including details on KPI's, and any measures taken to ensure continuity of service.
- Tenderers policies including Health and Safety, Quality Control and any measures they have taken to reduce the environmental impact of their work.
- CVs of the Account manager (and other team members) proposed for the assignment.
- The names and contact details for three industry relevant reference sites where similar work has been successfully undertaken.

Site plans are available and will be shared with interested parties at the site visits as detailed in this RFT – see page 23.

Key Accountabilities

- Liaise with external parties such as facilities management and caterers in a timely and professional manner.
- Assist facilities management by acting as a first responder during emergency situations such as fire, accidents and/or medical emergencies and adhering to the organisation's protocols during such events.
- Maintain an efficient filing and computerised file management system (SharePoint) records system to a high standard.
- Bord Bia's policies and procedures and working to business management systems.

Required Competencies

Teamwork

- Shows respect for colleagues and co-workers.
- Develops and maintains good working relationships with others, sharing information and knowledge, as appropriate.
- Offers own ideas and perspectives.
- Understands own role in the team, making every effort to play his/her part.

Specialist Knowledge, Expertise and Self Development

- Develops and maintains the skills and expertise required to perform in the role effectively, e.g., relevant technologies, IT systems, spreadsheets, Microsoft Office, relevant policies etc.
- Clearly understands the role, objectives, and targets and how they fit into the work of the unit.
- Is committed to self-development and continuously seeks to improve personal performance.

Drive & Commitment to Public Service Values

- Consistently strives to perform at a high level and deliver a quality service.

- Is thorough and conscientious, even if work is routine.
- Is enthusiastic and resilient, persevering in the face of challenges and setbacks.
- Is personally honest and trustworthy.
- At all times, acts with integrity.

NOTE: Tenderers must clearly detail how they will cover support for holidays and any other absences of the services provision. Additional costs associated with this cover, should they be applicable, must be identified and include in the pricing schedule at Appendix 2.

Finally, Tenderers are requested to clearly demonstrate (by way of CV's) the experience of proposed key personnel/team members/Account Managers assigned to deliver and manage all aspects of the Facilities Management contract under the LOT or LOTs you are applying for.

Reporting to: Facilities Manager and Facilities Executive.

EVENING BUSINESS SUPPORT

– (*SEE ATTACHED JOB SPECIFICATION*).

The Evening Business Support provides evening oversight of the building and supports facilities operations by undertaking routine inspections, assisting with meeting room, events, managing minor reactive issues, and completing practical building support/facilities tasks required by Bord Bia to keep the premises safe, secure and presentable.

- **Reporting to:** Evening Business Support reporting to Facilities Supervisor and the Bord Bia Facilities Executive. **Hours:** Evening shift (15:00–19:00, Tuesday–Friday), subject to site requirements.
- Carry out regular patrols and evening checks of corridors, common areas, entrances and (where applicable) external areas; monitor access points and report any security concerns.
- Support building closing procedures, including checks of doors, lighting and communal areas.
- Identify, record and promptly report faults, hazards and maintenance issues to the Facilities team; assist with minor reactive tasks identified during inspections.
- Undertake general facilities and practical tasks (e.g., hanging signage/whiteboards, assembling or relocating furniture, minor door/hinge/handle adjustments, replacing light bulbs where safe, small painting/touch-up works).
- Provide facilities operational support as required, including meeting room resets, assisting with deliveries, escorting contractors during evening works, and keeping waste/recycling areas orderly.
- Comply with all health and safety procedures and support emergency response (e.g., fire alarm activations/evacuations) when required.
- *Scope limitation:* this role does not include plumbing, electrical or other specialist maintenance works.

5. ACCOUNT MANAGEMENT AND ESCALATION PATHS

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 (Account Manager) is regarded by the

Contracting Authority as a key component in the management and delivery of the overall service and this nominated point of contact must have the necessary authority to make decisions and deal directly with all matters relating to this contract. It is also important that the Contracting Authority always has a nominated named point of contact to ensure any issues which may arise are resolved in a timely manner.

Tenderers must also provide details of proposed escalation procedures within their tender proposal.

Provisions for excellence in customer service, data protection and confidentiality relating to information passed through to the successful Tenderers service, backed up by appropriate certification / agreements are required.

The successful Tenderer's Account Manager will be expected to attend on site meetings at the Bord Bia's Global Hub office located at 140 Pembroke Road, Ballsbridge, Dublin 4, DN04 NV34, as and when required during the term of the contract. The Contracting Authority will not be liable for any costs associated with these regular onsite meetings. It is anticipated that there will be at minimum a monthly onsite service review meeting with the successful Tenderer. The frequency of these meetings may be increased or decreased as the contract delivery demands by the Contracting Authority and agreed with the successful Tenderer.

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

6. REVIEW OF SUPPLIER PERFORMANCE

Supplier performance will be continually monitored over the term of the contract. Quality of service and professional service delivery will be the main criteria for measuring performance. It is essential that the successful Tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

Tenderers should provide full details of their organisation structure including staff numbers, divisions, reporting arrangements and staff chart.

7. REQUIRED DELIVERABLES

- A professional, effective, and responsive value for money fully managed Facilities Management services to the Contracting Authority and staff.
- The provision of onsite Facilities Services resource supporting the Facilities Management function during normal office hours.
- Continuous access for cover and support towards the provision of the onsite Facilities Services resources.
- Monitor, enhance and develop the Contracting Authority's Facilities Services.
- Proactive engagement with the Contracting Authority's staff to achieve the most effective use of the facilities.
- Maintain and develop the Contracting Authority's Facilities Services documentation.
- Relationship management with third party facilities service contractors.

8. CONTRACT REVIEW/OPTIONS

Tenderer(s) must note that the Contracting Authority will reserve the right to review the cost-benefit of the contract with the successful Tenderer over the term of the contract. The

Contracting Authority will at any stage be permitted to terminate or downscale the professional services contract without penalty if it wishes.

Tenderer(s) are advised to note that the Office of Government Procurement (OGP) is continuously reviewing procurement requirements across the public sector and may set up Framework Agreements for services similar to those outlined in this RFT. The Contracting Authority will be able to participate in such Framework Agreements and Tenderers are advised that this may affect the proposed contract term(s) as outlined in this RFT. Any update received in relation to this matter will be discussed and agreed with the successful Tenderer.

Other requirements:

- *Single account manager/main contact is required.*
- *Proposal for on-site versus remote/on call support.*
- *Provide user guide/guides for operations and Bord Bia staff.*
- *Any FM supplier sourcing new goods/services or works solely on behalf of Bord Bia will have to follow the public procurement rules as they apply to Bord Bia.*
- *If sub-contractors are used: details of company must be supplied to Bord Bia.*
- *Tenderer must show proof that they have teams of, for example, electricians, and plumbers.*
- *All invoices must have a purchase number on them obtained from Bord Bia.*
- *Bord Bia will hold the contracts with some/all third-party providers, but FM will manage operations requirements.*

9. TUPE – TRANSFER OF UNDERTAKINGS REGULATIONS

Transfer of Undertakings (Protection of Employment) Regulations 2003 “TUPE” – will form part of this contract. Tenderers should seek their own legal advice on the effect of the Directive of TUPE on their company should it be in a position of being the successful Tenderer. Further details of the full-time positions, relevant to TUPE considerations, are available on request to Bone Fide suppliers only – subject to strict confidentiality agreements in the format outlined below. Requests for TUPE information must be sent via the Messaging portal on eTenders only.

TUPE Details:

Employee role:	Job Title:	Start Date:	Employment Status:	Average Weekly Hrs	Rate of Pay:	Other allowances: (Pension etc).	Holidays Per Annum:
Facilities	Co-ordinator/Supervisor	X	X	35 hours	X	X	X
Facilities	Evening Business Support	June 2026	Temp: Part-time	16 hours		None	X

Available TUPE data will be provided to bona fide bidders subject to confidentiality

10. CONTRACT AWARD/CONTRACT COMMENCEMENT DATE

The anticipated contract award date is Quarter 3 2026, and commencement of this contract is September 2026. Tenderers are requested to confirm their ability to meet this requirement in their tender submission.

Appendix 2: Pricing Schedule

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: Bord Bia (hereinafter referred to as the "Contracting Authority"),

RE: Request for Tenders for the Supply of **Facilities Management and Ancillary Services (with Onsite Resource)**

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 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of **Facilities Management and Ancillary Services (with Onsite Resource)**

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 its 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 Template

Bord Bia (hereinafter referred to as the “Contracting Authority”),

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 and Ancillary Services (with Onsite Resource)**

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

Bord Bia (hereinafter referred to as the “Contracting Authority”), of 140 Pembroke Road, Ballsbridge, Dublin 4, D04 NV34 (“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 Pamela Anderson of Bord Bia, 140 Pembroke Road, Ballsbridge, Dublin 4, D04 NV34 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”).

The Client reserves the right to extend the Term for a period or periods of up to 12 months with a maximum of 2 such extensions permitted subject to its obligations at law
- 6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
- 7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
- 8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
- 10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client	SIGNED for and on behalf of the Contractor
<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (being a duly authorised officer)	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

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

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

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

2. KEY PERSONNEL

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

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Client’s Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client’s Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 4. The Client being in possession of the Contractor’s current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the

Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

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

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 - 8. 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

[Click here to enter text.](#)

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. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(D) (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 100 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:

€5,000 ("the Retention Amount") which Retention Amount shall not at any given time exceed 50 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. 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 €3,000 (per week), or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of €30,000 (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 7 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 1 months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 3 months written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

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

10. CONTRACT MANAGEMENT

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

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

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

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

13. NOTICES

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

14. ASSIGNMENT AND SUBCONTRACT

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

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

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

21. ACCESS TO PREMISES

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

22. EQUIPMENT

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

23. NON-SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

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

25. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);

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

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

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

- M. The Client does not consent to the Contractor appointing any third-party processor of Personal Data under this agreement.
- N. Save for clauses 25B, 25C, 25D (4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

KEY PERFORMANCE INDICATORS

- **Monthly Facilities Service Reports:** critical issues highlighted within the monthly Facilities Service Reports must be raised directly with the IT & Facilities Manager within 24 hours of being identified.
- **Tenderer Representation:** The Account Manager (or a pre-agreed Account Management representative) must be present at all service review meetings to record issues raised by the Contracting Authority.
- **Escalation:** The Contracting Authorities escalated items must be reported on at each stage of the escalation process. Tenderers should strive to close escalated items within 2 weeks of the items being raised.
- **Supervisor Reports:** Tenderers must provide supervisor reports to the Contracting Authority monthly via the Facilities Management Professional Services - Onsite Facilities Services resource.

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

Appendix 6: Confidentiality Agreement

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

Bord Bia of 140 Pembroke Road, Ballsbridge, Dublin 4, D04 NV34

(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 does not consent to the Contractor appointing any third-party processor of Personal Data under this agreement.
- N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority

(being a duly authorised officer)

SIGNED for and on behalf of the Contractor

Witness

Witness

Schedule A to the Confidentiality Agreement: Data Protection

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing: all 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 the Agreement which relates to an identified or identifiable natural person;

1.2 Nature of processing: Any activity which could be considered as the collection and processing of data (information) by Bord Bia about individuals who come in contact with the organisation.

The purposes for processing data are the legal and regulatory responsibilities outlined in the xxxxxxxxxxxxlude, but are not limited to: the organisation and administration of research activities; investigations and audits; promoting public awareness and understanding of the risks, rules, safeguards and rights in relation to food safety; handling complaints lodged by members of the public and cooperating with (which includes sharing information with) other food safety authorities, government departments, and other EU Member States.

1.3 Purpose of processing: to allow the Contractor to provide the services under the Agreement.

1.4 Duration of the processing: the Term of the Agreement

2 Types of personal data: As defined in Section 1.1, Schedule E (above).

3 Categories of data subject: As defined in Section 1.1, Schedule E (above).

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