

RFT 8311801: Request for Tenders for the establishment of a Multi Supplier Framework Agreement for the provision of Geographic Information Systems (GIS) Development, Managed Services and Support Services

Message Ref No	Question	Contracting Authority Response
715432	1) Consortium Signatures and Supporting Documents In the case of a consortium submission for Lots 1, 2, and 3, could the Contracting Authority please clarify which sections must be completed and/or signed by each consortium member separately? Which sections may be completed and signed by the Prime Contractor on behalf of the consortium? For example: • Tenderer's Statement (Appendix 3) • Declaration as to Personal Circumstances (Appendix 4) • Annual Turnover – Self Declaration • Bank Account Details • Banker's Reference • ESPD Requirements for Consortium Members	1. In the case of a consortium submission as set out in 2.5 of the RFT, please note the following; • the single entity that has been designated to carry overall responsibility for the Services Contract should sign the Tenderers' Statement • the single entity that has been designated to carry overall responsibility for the Services Contract should sign the Declaration as to Personal Circumstances of the Tenderer. Please note the obligations of Tenderers in respect of Subcontractors as set out throughout the tender documents. In particular, attention is drawn to 3.1 (c) in respect of requesting the submission of subcontractors Declaration as to Personal Circumstances of the Tenderer. • in respect of Annual Turnover tenderers should review Section 3.1 (c) regarding whether the Tenderer is relying on the capacity of other entities for the purposes of fulfilling Selection Criteria or otherwise, in order to determine Annual Turnover response requirements. • Bank account details and banker's reference is required in respect of the entity that has been designated to carry overall responsibility for the Services Contract. • ESPD Requirements for Consortium Members. Please see response to Q2 below;

Message Ref No	Question	Contracting Authority Response
	2) ESPD for consortium In the case of a consortium submission, should each consortium member complete and submit a separate ESPD, or is a single ESPD submission sufficient for the consortium? 3) Additional Information and Use of Appendices The RFT states that tenderers should not amend the tender response templates. Could the Contracting Authority please clarify whether this restriction applies solely to the structure and content of the provided templates, or whether tenderers may include supplementary appendices and supporting information where necessary? For example: • Where a consortium submission requires information to be provided for more than one consortium member; • Where supporting information is required to explain how consortium members jointly satisfy a requirement; • Where tenderers wish to provide additional relevant project references, experience, or supporting information beyond the minimum requirements set out in the TRD; • Where additional information is required to provide a complete response to an evaluation criterion. If supplementary information is permitted, should it be included within the TRD response fields or attached as separate appendices? 4) Banker's Reference Format Could the Contracting Authority please confirm whether a standard bank-issued reference letter is sufficient for the Banker's Reference requirement, or whether a specific format/template is expected?	2. Tenderers should read Section 3.1 (c) before submitting a consortium tender. 3. Tenderers should note that the Contracting Authority has not set any word or page count limits for responses. In that context, Tenderers should not amend the Tender Response Document (TRD). Furthermore, in so far as is practicable, tenders should include all relevant information within the format of the TRD, in a clear manner demonstrating how it meets the requirement of the tender. 4. A standard bank-issued reference on the banks headed paper which specifically identifies the tenderer should be included in the tender submission.

Message Ref No	Question	Contracting Authority Response
	In addition, could the Contracting Authority confirm whether the Banker's Reference should be submitted as a separate document issued by the bank (e.g. PDF on bank letterhead), or whether the information should be entered directly into the relevant response field within the tender submission? 5) Tender Submission Documents Based on our understanding of the RFT, the required submission documents at this stage are: • Tender Response Document (TRD) for Lots 1–3 (as applicable), including the relevant sections to be completed within the TRD; • Tender Response Document (TRD) for Lot 4 (as applicable), including the relevant sections to be completed within the TRD; • ESPD; • GIS Lot Preference Form (where applicable). Could the Contracting Authority please confirm whether this understanding is correct and advise whether any additional documents or supporting information are required?	5. It is a matter for each Tenderer to follow the instructions contained in the RFT and TRD when submitting their tender response.
715450	To Whom it may concern: 1. Indemnities We request a change to Clause Schedule A - H. Would the Client agree to amend the indemnity wording so that the Contractor is stated to be “liable to” the Client rather than required to “indemnify” or “save harmless” the Client, and so	As already clarified in response to a previous clarification, the Services Contract included in this tender document is a standard services contract that is used extensively across the public sector in Ireland, with minimal amendments to same. In that context, the Contracting Authority clarifies the following; 1. No. The Contracting Authority does not agree to the proposed amendment.

Message Ref No	Question	Contracting Authority Response
	that liability is expressed as being “for” relevant losses rather than “from and against” wider claims? We also request that wording is inserted after “TUPE Regulations” confirming that the Contractor shall not be liable for special, indirect or consequential claims, demands, actions or proceedings of any nature, however arising. This change is requested because the current indemnity wording is too broad and may expose the Contractor to liabilities beyond those reasonably recoverable under the contract or covered by insurance. 2. Warrant We request a change to Schedule A, Clause 4. Would the Client agree to replace the word “warrants” with “confirms”? This change is requested because the current wording may create an unqualified warranty, which could be interpreted as a guarantee. That may create difficulties from a professional indemnity insurance perspective. 3. Payment Terms We request clarification and, if required, a change to Schedule A, Clause 3(b)(3). Would the Client confirm that payment within 14 days of receipt of invoice is acceptable? This clarification is requested to ensure that the payment period is clearly agreed between the parties and that the Contractor has certainty regarding payment timing.	2. No. The Contracting Authority does not agree to the proposed amendment. 3. The Contracting Authority is, under the Prompt Payment of Accounts Act, required to make payments within a period of thirty days. However, Contracting Authorities are encouraged to make payments within 15 days of receipt of valid invoices. The Contracting Authority endeavours to discharge invoices within the requirements of the Prompt Payment of Accounts Act.

Message Ref No	Question	Contracting Authority Response
	4. Indemnities with Unlimited Liability We request a change to Schedule A, Clauses 5(a) and 6(g). In Clause 5(a), would the Client agree to amend the wording by deleting “and shall indemnify a” and replacing it with “to”? We also request that wording is inserted after “reason” confirming that the Contractor shall not be liable for special, indirect or consequential claims, demands, actions or proceedings of any nature, however arising. In Clause 6(g), would the Client agree to delete the wording “indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and” and replace it with “shall be liable to the Client for”? We also request that the same exclusion for special, indirect and consequential claims is inserted after “reason”. This change is requested because the current indemnity provisions may create an unlimited or disproportionately broad liability exposure. The Contractor’s liability should be limited to direct losses for which it is legally responsible. 5. Set Off We request a change to Schedule A, Clause 5(f). Would the Client agree to delete this clause? This change is requested because the clause appears to allow the Client to set off sums that it determines have been incurred. Any deduction or set-off should only apply where the amount has been properly established, for example by agreement between the parties or by determination of an arbitrator, adjudicator or court. 6. Time of the Essence	4. No. The Contracting Authority does not agree to the proposed amendments. 5. No. The Contracting Authority does not agree to the proposed amendment. 6. No. The Contracting Authority does not agree to the proposed amendments.

Message Ref No	Question	Contracting Authority Response
	We request a change to Schedule A, Clause 5(g). Would the Client agree to delete this clause? Alternatively, would the Client agree to replace it with wording stating that, for the performance of the Services under the Agreement, the programme of works shall be agreed between both parties? This change is requested because making time of the essence may allow the Client to terminate the Agreement and potentially claim damages if performance is not completed within the stated period. A mutually agreed programme is more appropriate for the delivery of consultancy services. 7. Retention We request a change to Schedule A, Clause 5(f). Would the Client agree to delete the retention requirement? This change is requested because retention is not appropriate for a consultant appointment. The ability to withhold retention from consultancy fees creates a disproportionate commercial position for the Contractor. 8. Liquidated Damages We request a change to Schedule A, Clause 5(h). Would the Client agree to delete this clause? This change is requested because liquidated damages and/or penalty provisions are not appropriate for a consultant appointment. The Contractor's liability should instead be addressed through the general liability provisions of the contract. 9. Intellectual Property Rights We request a change to Schedule A, Clauses 6(c) and 6(e). Would the Client agree to replace any assignment of	7. No. The Contracting Authority does not agree to the proposed amendment. 8. This Clause 5 H is marked as Not Used in the tender documents. As confirmed in response to a previous clarification question, the Contracting Authority confirms that clause 5H shall not apply to this Services Agreement. No. The Contracting Authority does not agree to the proposed amendment.

Message Ref No	Question	Contracting Authority Response
	intellectual property rights with a licence allowing the Client to use the Contractor's deliverables for the project and for the purpose for which they were prepared? We propose that the wording should confirm that the Contractor retains the intellectual property rights and copyright in all documents prepared by it, and that the Client may use or copy those documents only for the project and the purpose for which they were intended. We also request that Clause 6(e) is deleted. This change is requested because the Contractor should not be required to assign its intellectual property rights to the Client. Intellectual property and know-how developed through the project should remain with the Contractor. Where the Client is granted a licence to use the deliverables, the Contractor should not be liable for any use outside the intended project purpose. 10. Ensure, Procure and Assure Obligations We request a change to Schedule A, Clause 6(g). Would the Client agree to insert the words "use reasonable endeavours to" before the words "ensure" and "procure"? This change is requested because obligations to "ensure" or "procure" may impose an absolute obligation on the Contractor. This could unreasonably expand the Contractor's exposure, particularly where performance may depend on third parties or matters outside the Contractor's direct control. 11. Unlimited Liability We request the inclusion of a new clause addressing liability. Would the Client agree to include wording confirming that the Contractor's liability to the Client is limited to the proportion of	10. No. The Contracting Authority does not agree to the proposed amendment. 11.No. The Contracting Authority does not agree to the proposed amendment.

Message Ref No	Question	Contracting Authority Response
	the Client's losses for which the Contractor is responsible under the contract and for which the Contractor has a legal liability? We also request that the new clause confirms that the Contractor shall not be liable for special, indirect, economic or consequential claims, loss of profit, demands, actions or proceedings of any nature, however arising. In addition, we request that the Contractor's liability is capped at the level of the fee to be paid and that no action or proceedings for breach of contract may be commenced after the expiry of 6 years from completion of the services. This change is requested because the Contractor does not have insurance cover for unlimited liability. The liability position should be proportionate, insurable, capped at an appropriate level and subject to a reasonable limitation period.	
715675	Is there an existing team performing these activities such that TUPE legislation would apply to a new supplier?	The Contracting Authority confirms that the services are currently delivered through a number of framework suppliers who provide resources under their own employment arrangements. These resources are not organised into a single, dedicated team whose principal purpose is the delivery of the services in scope of this competition. On that basis, the Contracting Authority does not consider that the circumstances are such as would ordinarily give rise to a transfer within the meaning of the European Union (Protection of Employees on Transfer of Undertakings) Regulations 2003. In line with the Contracting Authority's service delivery requirements, tenderers should note that a key evaluation consideration will be the provision of a stable and consistent team with appropriate skills and experience, demonstrating continuity of personnel and effective contract management

Message Ref No	Question	Contracting Authority Response
		arrangements. Delivery models that rely on offsite, offshored, or high turnover resourcing may present challenges in meeting these requirements and should be clearly justified within the tender submission.