



Seirbhís Thithe
an Oireachtais
Houses of the
Oireachtas Service

**Request for Tenders Dated [29/06/2026]
for the Supply of
Fish to the Houses of the Oireachtas Catering
Facilities**

Tender Procedure: Open Procedure

Tender Deadline [29/07/2026]

Tender Reference Number 2026/1012

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Part 1: Introduction

- 1.1 The Houses of the Oireachtas Commission** (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the supply of the goods as described in Appendix 1 to this RFT (the “Goods”).
- 1.2** In summary, the Goods comprise: The supply and delivery of fish to the Houses of the Oireachtas Catering Facilities.
- 1.3** 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 “Goods Contract”) will be issued for a term of one year (“the Term”).
- 1.4** The Contracting Authority reserves the right to extend the Term for a period or periods of up to one year with a maximum of three such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.5** The Contracting Authority estimates that the expenditure on the Goods to be covered by the proposed Goods Contracts may amount to some €350,000.00 excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.6** 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 Goods 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 Goods Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 Important Notices

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Goods Contract.

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

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 (“e ESPD”). Tenderers may submit an eESPD which has already been used in a previous procurement procedure provided that they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;

- b)** To submit all documentation which this RFT requires to be submitted with their Tender;
- c)** To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- d)** To conform to and comply with all instructions and requirements set out in this RFT;
- e)** To submit the statement required under paragraph 2.4 below; and
- f)** Not to alter or edit this RFT in any way.

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

2.3 Goods Contract

2.3.1 Tenderers should note the terms and conditions of the Goods Contract at Appendix 5 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Goods Contract by signing the Tenderer’s Statement at Appendix 3. Tenderers may not amend the Goods 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 Goods Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Goods Contract (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).

2.6 Tender Submission Requirements

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

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

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

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

2.6.2 Tenders must be received not later than **[12:00 noon]** on **[29/07/2026]** (the “Tender Deadline”). Tenders that are received late **will not** be considered in this Competition.

2.6.3 Tenders must be submitted in English.

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

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read

immediately using Word or PDF Reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 Queries and Clarifications

- 2.7.1** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **[12:00 noon]** on **[18/07/2026]** 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.
- 2.8.2** Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for purposes of tendering and their return after evaluation or participation in field trials (if any) will be borne exclusively by the Tenderer.

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 three months commencing from the Tender Deadline and prices may be increased or decreased only, following quarterly market analysis and performance review meetings in accordance with the Goods Contract at Appendix 5 to this RFT.

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

2.10.5 Payments for Goods supplied under this RFT shall be subject to and made in accordance with the Goods Contract at Appendix 5 to this RFT.

2.11 Environmental, Social and Labour Law

2.11.1 In the performance of any Goods 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 goods 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.

2.12 Publicity

No publicity regarding this Competition or any Goods 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 Goods 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 2018, 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 Goods 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 Goods 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 Goods 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 Award to Runner Up

2.20.1 If for any reason it is not possible to conclude the contract with the designated successful tenderer emerging from this competitive process, or if the Contracting Authority considers that the successful tenderer has not met or cannot meet its obligations; the Contracting Authority reserves the right to invite the next highest scoring tenderer to a meeting to discuss the potential to award them the framework / contract, on the basis of the same terms, at any time during the 24 month tender validity period, at their sole discretion. This shall be without prejudice to the right of The Contracting Authority to cancel this competitive process and initiate a new contract award procedure at its sole discretion. In addition, and in light of the investment made in the procurement process, if following the conclusion of the framework agreement and or initial contract with the designated successful tenderer, the initial contract and/or framework agreement is terminated for whatever reason, the Contracting Authority reserves the right, at its sole discretion to award the framework agreement and the initial contract or just the framework agreement to the next highest scoring tenderer emerging from the original process willing to contract at any time during the tender validity period. The contract awarded will take account of work completed as relevant and any review mechanisms which may have applied within the period of time that has passed since the submission of tenders. The right to replace the initial contractor with a runner up within the tender validity period, constitutes an unequivocal, clear and precise review clause for the purposes of Article 72(1)(d)(i) and 72(1)(a).

2.21 Insurance

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

Type of Insurance	Indemnity Limit
Employer's Liability	€12,700,000
Public Liability	€6,500,000
Product Liability	€6,500,000
Motor / Fleet Policy	Confirm cover in place

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Goods Contract under this Competition, (i) they will, from the Effective Date of the Goods Contract (as defined in the Goods 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 Goods Contract.

- 2.21.3** The successful Tenderer will, during the term of the Goods 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.

2.22 Samples

- 2.22.1** In circumstances where there is a requirement to provide samples under the Selection Criteria, Tenderers must, when submitting any sample(s), furnish such documentation and manuals (if any) relating to (but not being limited to) the:

- a)** operation;
- b)** certification;
- c)** quality control;
- d)** installation;
- e)** care;
- f)** maintenance;
- g)** repair;
- h)** testing;
- i)** training;
- j)** safety;
- k)** storage; and
- l)** disposal of the sample

- 2.22.2** The Tenderer must in its Tender, provide a clear and complete list of all documentation and manuals applicable to any sample, or alternatively, where no such documentation or manuals exist, the Tenderer must provide a statement to that effect. All documentation and manuals submitted (where requested) must be in the English language only.

- 2.22.3** The Tenderer will be responsible for the insurance and transportation of samples used in presentations, demonstrations or field trials.

- 2.22.4** Any samples required must be furnished upon written request of the Contracting Authority.

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.

3.2 Selection Criteria

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.

Please see and complete section 2.2 Financial Information of the Tender Response Document.

- (a) Confirmation that the tendering party turnover exceeded €175,000.00 for one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.
- (b) Confirmation of financial standing 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.

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

3.2.B Technical and Professional Ability

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

Provide a brief description of the tenderer's (or the business's) history/profile which indicates their involvement in supplying similar goods within this industry. Tenderers should clearly demonstrate that they can supply personnel with relevant experience.

Please see and complete sections 2.3 to 2.6 of the TRD, Company Staff Profile, Declaration re Statutory Obligations and previous contracts.

Please see and complete section 3.0 of the TRD, Mandatory Requirements Pass / Fail Criteria.

3.2.C Food Traceability

Tenderers must declare by way of eESPD that they comply with Regulation (EC_ No 178/ 2002) for setting out the basic principles of food law to protect human health and consumer interests applying to all stages of production, processing and distribution of food and feed. Tenderers must provide, upon request, proof of registration and a copy of last independent hygiene audit for each and any of the premises that may be used to service this contract, who carried out the audits, the result of the audit and a copy of the last sample goods recall. This registration and audit must have regulatory approval such as EHO or other competent authority such as DAFM, SFPA, LA Vets or international equivalent.

3.2.D HACCP/ European Union Regulations/ National Regulations

Tenderers must declare by way of their eESPD that they comply with the standards in place based on the HACCP and European Union / National regulations as detailed below: (Legislative references may be subject to change, in particular with the amendment of statutory provisions and the introduction of new requirements.) **See Appendix 1 Section 2.**

3.3 Award Criteria

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

AWARD CRITERIA	Reference Section in RFT	MARKS ALLOCATED	% Weighting
1. Proposed cost of providing the Goods Cost of the Goods over the period of the contract based on the schedule in Appendix 2A. Scores for overall cost will be awarded as follows: <u>Maximum points available x Lowest responsive valid tender</u> Value of individual tender (200 marks)	Appendix 2A, Pricing Schedule	200	20%
2. Quality of the Tenderer's proposed Contract Management Plan and quality of the Tenderer's Methodology for Continuity of Supply and Reliable Deliveries (350 Marks) Sub-criterion 2.1 - Contract Management (150 marks) Sub-criterion 2.2 - Continuity of Supply, Reliable Deliveries and Order Placement (200 marks)	Appendix 1, Requirements & Specification, Section 7,8 and RFT Schedule A, Section 11.	350	35%
3. Quality of the Tenderer's proposals in respect of proposed Quality Standards, Goods Recall and Product Traceability Sub-criterion 3.1 - Quality Standards, Audit Reporting and HACCP (150 marks) Sub-criterion 3.2 - Product Traceability and Microbiological Testing (150 marks)	Appendix 1, Requirements & Specification, Section 1 and 15.	300	30%
4. Environmental Sustainability Proposal (150 Marks)	Appendix 1, Requirements & Specification, Section 20.3	150	15%
Total		1000	

Tenderers should note that they must **achieve a minimum of 50 % on each individual non-cost related criterion including sub criterion**, in order to avoid elimination from the competition.

Cost Criteria [20%]: the highest score is awarded to the Tenderer with the lowest notional ultimate cost. All other Tenderers cost scores are calculated pro rata in relation to this score.

All other Award Criteria [80%]: Scoring of these criteria will be based on the tender responses and the full provision of the information requested. The Evaluation Group will assess the information provided and attribute scoring on a rating of 1 – 100% (pro rata) as follows:

Score	Meaning	Interpretation
90-100%	Outstanding	A very comprehensive response demonstrating an extensive understanding, offering full assurance to client – fully supported with no reservations.
80-89%	Excellent	An excellent response demonstrating an excellent understanding, offering assurance to client – strongly supported.
70-79%	Very Good	A very good response demonstrating a very good understanding, offering assurance to client – fully supported.
60-69%	Good	A good response demonstrating a good understanding, offering assurance to client – well supported.
50-59%	Acceptable	An acceptable response demonstrating a minimum understanding, offering assurance to client – satisfactorily supported
Less than 50%	Unacceptable	Response demonstrates a limited understanding with limited or insufficient or no detail with a risk of non-delivery.

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

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

3.4 Presentation of Proposals

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

3.5 Standstill Period

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

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 Return of Signed Contracts

3.6.1 The successful Tenderer must sign and return the Goods Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than seven calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Goods Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Goods 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 Goods 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 Goods. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is **not** sufficient in this regard.

Introduction

The Houses of the Oireachtas Commission (“the Contracting Authority”) requires suppliers to provide daily delivery of a range of fresh fish and smoked fish to the Houses of the Oireachtas Catering Facilities for use in its restaurants and catering outlets throughout the year. Detailed specifications of the fish required can be found in section 1 of this Appendix 1 as well as Appendix 2A Pricing Schedule.

The Contracting Authority is responsible for the running of the Houses of the Oireachtas, or Irish Parliament, (Dáil Éireann, Seanad Éireann and Oireachtas Committees), and acts as governing body of the Office of the Houses of the Oireachtas Service (“the Service”) (further information is available at www.oireachtas.ie).

Tenderers should note that aside from routine requirements, the business of the House is often unpredictable and can result in sudden and immediate demand and for orders to be delivered on the same day.

Specification of Requirement

Please also see detailed Product Specification in Appendix 2A Excel Spreadsheet.

1. Goods Minimum Standards

The following are the minimum standards required for the supply of Fish with further specification standards detailed in Appendix 2A Pricing Schedule.

Marine products must be caught or produced through sustainable practices and methods which, at a minimum, take into account compliance with relevant local, national and EU/international laws, resource management, conservation and waste management for the specific species and production method.

The substitution of comparable marine species for those specified/offered in the tender will be accepted, if necessary, to meet these requirements.

Fish products which carry a quality assurance label or other third-party certification which addresses each of the above requirements and is certified by a body conforming to EN 45011, ISO/IEC 17065 or equivalent will be deemed to comply.

All Goods must be fit for purpose and of a quality acceptable to the Contracting Authority and

must be supplied in accordance with the product specifications set out in the Tender and must, at a minimum, meet or exceed the specifications in this Appendix 1 and the additional specifications if detailed in Appendix 2A Pricing Schedule. In addition, all products delivered must be fresh from production and not be frozen and subsequently thawed out by the Supplier before delivery to the Contracting Authority at 0C – 5C, unless by prior agreement.

All labelling must comply with national and European food labelling as follows:

- Product description under which the product is sold
- List of ingredients and quantity of ingredients
- Net quantity/weight
- Dates – expiry date/best before date
- Any special storage instructions or conditions of use
- Name or business name and address of the manufacturer or packager, or of a seller within the European Union including EC plant number.
- Nutritional Information and energy value per 100g or mm
- Allergen information as listed in Annex 11 to FIC
- Batch number
- Instructions for use
- Be in the English language only
- Nutritional declaration as set out in FIC, mandatory from 13th December 2016

Fish products must be sourced from EU approved premises as detailed in Directive EC 853/2004.

No fish or fish products are to be used from species and stocks identified in a 'fish to avoid' list that reflects the state of fish stocks in different regions. The following may be used as a guide: the Marine Conservation Society [Fish to Avoid](#)

All fish products are to be free of foreign bodies and contain no artificial and or chemical residues.

Requirement	Description	
Visual, Physical Standards and Sensory Standards	Slices of fish muscle are removed from the carcasses by cuts made parallel to the backbone and from which all internal organs, heads, fins, bones (other than pin bones) and substantially all coloured flesh have been removed.	
	The maximum tolerance for nematode worms is 3 per 3.5kg unit, no other parasites are permitted.	
	Maximum glaze 15% (optimum 9% - 10%). The fillets must not gape or exhibit abnormal texture faults.	
	Eyes	Bright, bulging with clear cornea and shining black pupil.
	Gills	Glossy bright red or pink with clear mucous if present
	Skin	Colours and distinct to species.
		Glossy. Scales adhering tightly and clear mucous if present.
	Belly (whole fish)	No indication of burst belly, excessive belly flap (greater than 10% of total fillet weight) not permitted.
		Lining intact, fish adhering to bones.
	Belly cavity (gutted fish)	No viscera or blood visible.
	Colour	Blemishes, bruises and blood clots and other localised discolouration which materially affect the appearance of the fish and/or the eating quality must be absent.
	Smoked Fish	Must be no traces of dried blood or pieces of gut adhering to the

		product and should feel springy to the touch.
Sensory Standards	Smell	Free from off odours, slight sea smell.
		Filletts must not contain abnormal odours or flavours, i.e. weedy or diesel.
	Taste	Free from off flavours.
	Texture	Firm and elastic to touch. Fish must be plump with no sign of emaciation (full fish).
		Must be firm and just moist with no sign of stickiness if in fillet form.
Portion size	Portion size is determined by the portion size, where applicable, as detailed in Appendix 2A Pricing Schedule.	
	Order will be by product weight.	
	Fish which is deemed skinless must contain no more than 10sq. cm of skin per 3.5kg.	
	No more than 15sq. cm of belly lining must be permitted per 3.5kg.	
Packaging	Filletts of fish must be delivered in non-returnable containers suitable in nature as to avoid tainting the fish.	
	Fish shall be packed on ice from a potable water supply.	
Shelf life	Use by date should be 5 days which includes delivery day.	

2. Hazard Analysis & Critical Control Point (“HACCP”) and European Union Regulations.

The Tenderer must, in relation to the following matters, meet the standards in place based on the HACCP and European Union regulations as specified below:

-
- Personnel involved in the production / handling / processing/delivery
 - Management of premises including cleaning, security and pest control
 - Procurement of ingredients
 - Processing of product
 - Product packaging and labelling
 - Product sizes
 - Traceability of product
 - Storage of product during processing and packaging including temperature requirements regarding same.
 - Refrigerated transport of product to arrive in Contracting Authority location at less than 5°.

Normative References (as may be amended to as legislation changes or added to, as new relevant legislation becomes mandatory)*

- Regulations EC 852, 853 and 854 of 2004 on hygiene
 - Regulation EC 2011/10 relating to food contact materials plastics
 - Regulation EC 1925/2006 relating to product health claims
 - Regulation EC 1169/2011 relating to provision of food information
 - Regulation EC 1924/2006 relating to nutrition and health
 - Regulation EC 178/2002 relating to traceability and recall
 - Regulation S.I. 341:2007 relating to NSAI hygiene in food retailing and wholesaling
 - Regulation EC 1169/2011 on food information to customers, including allergen declarations
 - Regulation EC 853/2001 relating to specific hygiene rules for food of animal origin
 - Regulation EC 178/2002 relating to general principles and requirements of food
 - Codex Alimentarius: Standard for Smoked Fish, Smoke-Flavoured Fish and Smoke-Dried Fish CODEX STAN 311-2013
 - Codex Alimentarius: Code of Practice for Fish and Fishery Products*
 - Regulation S.I. 432:2009 relating to food and feed hygiene
 - Regulation S.I. 117:2010 as amended on official control of foodstuffs
 - Regulation S.I. 483:2002 as amended relating to labelling, presentation and advertising of food stuffs
 - Regulation S.I. 98:2002 on minimum standards and registration rules
-

- Regulation EC 1333/2008 on food additives used in curing

**The Codex Alimentarius, or “Food Code”, is a collection of standards, guidelines and codes of practise adopted by the Codex Alimentarius Commission. The Commission is the central part of the Joint Food and Agriculture Organisation of the United Nations (FAO)/World Health Organisation (WHO) Food Standards Programme.*

The Supplier must have a formal documented and controlled system that addresses the following requirements at a minimum and must provide a copy of this documented system upon request by the Contracting Authority during the term of the Goods Contract:

- Regulatory compliance including evidence of regulatory approval such as Environmental Health Officer (EHO), British Retail Consortium (BRC) etc. (or international equivalent)
- Fully documented hazard analysis critical control point (“HACCP”) plan demonstrating how food safety hazards are controlled and prevented in the processing, packaging and distribution of the product.

In respect of Suppliers who have establishments handling products of animal origin for which hygiene conditions are laid down in Regulation (EC) No 853/2004, approval by the competent authority such as: Local Authority, Department of Agriculture, Food & Marine, Health Services Executive, Sea-Fisheries Protection Authority or EU equivalent must be in place and must be available on the up-to-date listing of Approved Food Establishments in the Member States of the European Union as detailed on www.fsai.ie.

**Any references to any statute or statutory provision shall be deemed to include any statute or statutory provision which amends, extends, consolidates, re-enacts or replaces same, or which has been amended, extended, consolidated, re-enacted or replaced (whether before or after the date of the Contract) by same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.*

3. Information Reporting

The successful tenderer shall be required, during the Term of any Goods Contract, to supply the Contracting Authority with such reports as described below. The required management information is to be provided and returned in a format specified by the Contracting Authority on an agreed regular basis. Reports shall be in electronic spreadsheet format and e-mailed to the contract manager as standard.

The following are the minimum types of reports required:

- Delivery Lead Times
- Product Substitution
- Order Fill Rate

- Invoicing Accuracy
- Complaints Reported/Goods Recalled

Some additional reports may be required during the Term of any Goods Contract, in line with unforeseen future requirements. If such additional reports are necessary, the Contracting Authority undertakes to limit such additional reporting requirements to the necessary minimum. Suppliers shall be required to assist with the development of any additional and different reports.

All management information shall be readily available for the Contracting Authority within 5 working days from the quarterly, bi-monthly, monthly end or following a request in writing. Reports shall be made available in electronic and paper formats as requested by the Contracting Authority.

4. Sampling procedure

All Goods supplied under a Goods Contract must be fit for purpose and of a quality acceptable to the Contracting Authority.

Prior to the award of any Goods Contract, the tenderer who has been identified as the most economically advantageous will be required to provide samples for quality appraisal. Samples will be tested by appropriate members of the Oireachtas Kitchen Team against the specifications in Appendix 1 and 2A to ascertain that they meet the requirements and are fit for purpose. Samples may be evaluated in an operational environment.

It is anticipated that the samples required will include:

- i. the Goods identified as high value in the Pricing Schedule as they represent the most important Goods by estimated spend; and
- ii. randomly selected Goods. These Goods will be identified in advance of the quality evaluation.

The Contracting Authority reserves the right to request samples of all Goods.

All samples provided **must** meet each of the specifications and requirements in Appendix 1 and 2A of this RFT and must be fit for purpose. Where, during the sampling process, any of the products submitted fail to meet this required standard, the Tenderer will be required to substitute the Good with Goods of the required standard within a stated reasonable time period as notified by the Contracting Authority in writing at no additional charge. The substituted products, once accepted, will then constitute the sample for the purposes of any Goods Contract awarded.

Where the substituted product **does not**, within a stated reasonable time period as notified to the Tenderer in writing, meet the required standard in Appendix 1 and Appendix 2A of this RFT or are not fit for purpose, the Tenderer may be eliminated from the Competition and the Contracting Authority reserves the right to award the Goods Contract to **the next highest ranked Tenderer**.

All samples must be supplied without charge and all samples must be supplied at a time and date arranged by the Contracting Authority. A full and complete specification must be supplied in soft copy for all products to be evaluated. Samples will not be returned.

The Contracting Authority reserves the right to request samples of some or all Goods at any time during the Term of the Goods Contract. In respect of those Goods that have not been tested, the Contracting Authority reserves the right to reject any Goods supplied but not yet tested if they fail to meet the requirements in Appendix 2A during the Goods Contract.

5. Goods Substitutions/Changes

No (i) Goods changes (ii) substitution (iii) change in pack size or (iv) changes to the product specification is/are allowed by the Supplier unless agreed (in writing) in advance with the Contracting Authority and in accordance with the procedures in this section 5.

The substituted Good must, at a minimum, meet or exceed the product specification, technical merit and functional characteristics of the Good which the Supplier seeks to change or substitute. Any such amended Goods must be equal to or of superior quality to that of the Good that is being replaced. Furthermore, any such changes must meet the Specifications required in this Appendix 1 and Appendix 2A and the prices charged for such substitute good must not exceed the original price tendered for the Good.

Subject to the Contracting Authority's obligations at law, any changes will only be permissible where the Supplier has demonstrated to the satisfaction of the Contracting Authority that such changes are:

- necessary;
- unavoidable;
- must not constitute a material change to the original Good.

Written notice of any proposed substitution must be provided to the Contracting Authority, with minimum **of 7 working days' notice** of any proposed change. A response to the proposed substitution will be issued in writing by return.

For the avoidance of doubt, substituted Goods shall only be supplied where the Contracting Authority has determined that the proposed substituted Good complies with the Supplier's Tender (in respect of product specification and price), at the Contracting Authority's sole discretion.

New product development must be presented and agreed in writing with the Contracting Authority.

6. Specification and Goods Changes

Goods specifications as detailed in Appendix 1 and Appendix 2A of this RFT may be amended during the term of the Goods Contract if required by the Contracting Authority due to changes in legislation or menu planning.

Annual reviews of product listing may also be carried out by the Contracting Authority during the term of a Goods Contract. Addition and/or removal of products may be made to the listing to reflect requirements. Where new products are added, the price will be agreed with the relevant Supplier in advance and will be fixed until expiry of any Goods Contract in place.

7. Ordering

7.1 Ordering Procedures including emergency deliveries

Orders will be required to be processed within one working day. Orders must be available to be received 8am to 6pm Monday and Friday, 8am to 8pm Tuesday to Thursday, by phone, email and/or web portal. All orders should be logged with time and date. Orders placed outside of these times must also be catered for.

The business of the Houses is often unpredictable which can result, on rare occasions, in a sudden and immediate demand as a result of potential late night Dáil / Seanad sittings and for orders being placed for delivery on the same day; it is acknowledged that compliance with the requirement may be dependent on product availability, technical specification, and volume which will be considered on a case-by-case basis. These emergency deliveries must be delivered into the Catering Facilities in a manner agreed in advance with the Contracting Authority. Tenderers are required to provide details as to how they would meet this requirement. The Contractor will be expected to rectify any issues that have arisen due to a delivery shortfall or non-compliance wherever possible.

7.2 Minimum Order Quantities

No minimum order quantities or delivery charges in respect of those delivery quantities shall apply and all orders received, irrespective of value, will be delivered in the mutually agreed timeframe. There will be requirements for small delivery quantities of less than standard case size to be delivered as required by the Contracting Authority.

8. Deliveries

All deliveries will be required one working day (day one for day two) from receipt of order. However, it may be necessary in certain cases, to specify a shorter delivery period. Delivery times must be such that catering staff are available to receive and approve deliveries in the presence of the delivery person.

Deliveries must be available for up to five days per week as required with delivery times and delivery locations on site being mutually agreed between the Supplier and the delivery location.

These times may change during the term of the Goods Contract due to security concerns within a location.

Adequate time must be given by the Suppliers, at the time of delivery, to allow catering staff to inspect for correct temperatures, quality and quantity. Should deliveries be left on site at other times, outside those agreed for the delivery location, then the Supplier may be required (at the discretion of the Contracting Authority) to take back Goods and issue a credit note.

In the event of an unusual/emergency request being received the Supplier will ensure that this request will be given an urgent delivery priority rating and be delivered in a mutually agreed delivery time. Such requests will only be placed with the authorisation of the authorised officer of each delivery location.

Delivery days are Monday to Friday. Deliveries must be made between the hours of 8am and 10.30am.

9. Invoicing

Priced delivery notes must be supplied with each delivery and must quote the number of the relevant purchase order, the delivery price and the delivery address. Value Added Tax shall be itemised separately on each invoice. Payment terms must be stated on each invoice. Invoices must show the Supplier's VAT Number and must be submitted with a copy of the signed delivery note at the time of submission. The signature on the delivery note must be that of the Contracting Authority's staff. Delivery notes must be supplied on headed company paper.

10. Health and Safety, Uniforms, Identification and Conduct of Personnel and Confidentiality

10.1 Health and Safety

The successful tenderer must always comply with all applicable Health and Safety Legislation for the duration of the contract. The successful tenderer shall fully acquaint itself with all statutory obligations and responsibilities with reference to health and safety regulations and guidelines.

The successful tenderer shall be required to comply with the Houses of the Oireachtas security procedures in the delivery of the Services. Specific security procedures will be agreed at commencement of contract.

10.2 Conduct of Personnel

Staff should always be attired in the successful tenderer's uniform and must have photo ID available on arrival which shows company identification. The successful tenderer's staff must be clearly identifiable as working for the successful tenderer including displaying identification badges when on the Houses of the Oireachtas campus. When on site, staff and delivery drivers must behave in such a manner that reflects well on both their employer and on the Contracting Authority and should be respectful and courteous to Service staff and all persons that they

encounter.

Smoking and vaping are restricted to designated areas within the Houses of the Oireachtas campus. The successful tenderer's personnel will otherwise be required to refrain from smoking or vaping whilst carrying out collections and deliveries.

Unless otherwise agreed, the successful tenderer's personnel are strictly prohibited from using the Service's telephone, email, or internet facilities.

10.3 Confidentiality

The successful tenderer is responsible for ensuring that all staff maintain confidentiality in respect of any information observed or overheard by its staff while carrying out their duties.

The successful tenderer will be required to provide a written copy to the Houses of the Oireachtas of the policy they have in place with their employees regarding the use of mobile phone recording and video apps. Tenderers shall be asked to sign Confidentiality Agreement(s).

The successful tenderer's personnel must also adhere to the Houses of the Oireachtas policy regarding the use and misuse of mobile phones, mobile phones with camera and other camera or recording equipment. The Contracting Authority does not permit the taking of photographs or the use of recording equipment of any kind without prior authorisation.

11. Waste Management

The Supplier(s) must collect any packaging, damaged or rejected stock from each delivery location, whether that damage is uncovered upon delivery or is subsequently found to be damaged (for example in circumstances where delivery arrangements are agreed and in place for Goods to be delivered outside delivery location opening hours). Goods which exceed temperature limits on delivery shall be returned, at no cost to the Contracting Authority.

The Contractor must have written procedures describing its practices to prevent the generation of food waste while still ensuring the safety and preservation of food.

Suppliers are required to provide food products packaged in a form that reduces waste to a minimum, while still ensuring the safety and preservation of food. Packaging materials should be recyclable at point of use except where food safety considerations would prevent this. Individual portions should only be provided where explicitly requested by the contracting authority.

In addition, suppliers are required to comply with all applicable obligations arising under the European Union (Packaging) Regulations 2014, for example relating to the separation and recovery of packaging waste. The specific steps taken to comply with applicable obligations under the Packaging Regulations must be detailed. Compliance will be verified pre-award and also as part of the ongoing contract management process.

12. Microbiological Testing

The Supplier must provide independent test results i.e. microbiological information to the Contracting Authority's catering department upon request as required, for all Goods over the Term of the Goods Contract, at the Supplier's own cost, within 3 working days of such a request.

The test results shall outline the test parameters and results recorded. Evidence of test result compliance must be made to the Contracting Authority in the form of a written agreement.

13. Goods/Service Issues

Goods on delivery that are found to be unfit for use should be returned and replaced by the Supplier at their own expense. In the event of any defective Goods becoming apparent after delivery, the Supplier shall remove the rejected Goods within one calendar day from the date of notification of their rejection and make arrangements to replace the Goods or credit the Contracting Authority as instructed (including in circumstances where vacuum is not sealed properly).

In the event of any defective Goods becoming apparent, appropriate action will be taken by the Supplier to remedy the situation. If there is no improvement or repetition a written warning will be issued by the Contracting Authority.

14. Customer Complaints and Corrective action

The Supplier must have a formal written procedure for dealing with general Customer complaints (in addition to serious customer complaints). This procedure must include a clear path communication process, a system for reporting root cause, corrective and preventative actions. The timelines involved must be (at a minimum) written acknowledgement of the incident to the Contracting Authority – a maximum of 2 working days. Investigation results and report (including resolution/corrective action) must be furnished to the Contracting Authority, within a maximum of 10 working days from receipt of a complaint.

In the event that a customer complaint is of a medical nature then the Contracting Authority will require a thorough investigation.

Goods which exceed temperature limits on delivery shall be returned, at no cost to the Contracting Authority.

The results of the Supplier's investigation and resolution/corrective action must be forwarded to the Houses of the Oireachtas Catering Manager, in a written report. The timelines involved must be (at a minimum) written acknowledgement of the incident to the Contracting Authority – a maximum of 2 working days. Investigation results and report (including resolution/corrective action) must be furnished to the Contracting Authority, within a maximum of 10 working days from receipt of a complaint.

If laboratory analysis is required, this shall be undertaken by the Contracting Authority and charged back to the Supplier.

15. Goods Recalls

In the event of a Goods recall, advice and/or alert to the Contracting Authority, the Supplier must have written formal procedures in place for identifying the Goods, advising and/or alerting the delivery locations, removing from the delivery locations all Goods that are subject to a Goods recall, and offer replacement/ alternative Goods (which must be then agreed in accordance with

the procedures set out in section 5 of this Appendix 1). The implementation of these procedures shall result in minimum cost and disruption. The Supplier acknowledges and agrees that if the Goods recall and Contracting Authority advice and/or alert procedures proposed do not meet requirements, the Contracting Authority reserves the right to prescribe Goods recall, advisory and/ or alert procedures to be adopted by the Supplier.

A summary of all Goods recalls/alerts/advisories/complaints, their investigation, conclusion, resolution and subsequent corrective and or preventative actions must be provided in the Tender and/or during the Term of the Goods Contract, upon request, within 2 working days.

If there are any bacterial or contamination issues with goods supplied, the Contracting Authority must be notified immediately.

16. Additional Goods Support

The Supplier must be in a position to provide market intelligence in relation to fish to the Contracting Authority on an agreed basis to include information on seasonal produce, market trends and information. A seasonal report is to be provided the first week of every month detailing in season and out season fruit and vegetables for that particular month.

17. Stock Shortages

Notification of Goods shortages shall take place prior to delivery of up to one hour upon receipt of the order and a suitable Good(s) offered and agreed with the Houses of the Oireachtas Catering Manager.

18. Specification Data Sheets and Electronic Catalogue/Brochure

Full and complete soft copy specification data sheets (“SDS”) for all Goods must be provided at the time of contract award and during the Term of the Goods Contract upon request by the Contracting Authority. In particular, each individual SDS must provide the key defining technical merits and functional attributes / characteristics for each Good to be supplied during the Term of the Goods Contract.

A soft copy (electronic) catalogue/brochure, searchable by Supplier product code), listing all Goods agreed during the Term of the Goods Contract to the Houses of the Oireachtas must be provided by the Supplier. This brochure/catalogue must be of a format that can be easily searchable electronically using the Supplier product code (e.g. pdf type) and must contain such information as:

- A photo of each Good
- Supplier product codes – per the Supplier’s Tender submission
- Descriptions, technical merits and functional characteristics
- Allergen information

- Shelf life from date of production and date of delivery

19. Delivery Requirements

19.1 Security

Suppliers should note that deliveries and employees of the Supplier may be subject to routine security clearance procedures prior to each delivery and employees being allowed entry onto the Houses of the Oireachtas site. Co-operation with these procedures and any of the Houses of the Oireachtas security regulations is mandatory.

19.2 Delivery Personnel and Vehicles

Delivery personnel must have the following competency and professionalism:

- Delivery personnel must behave in a hygienic manner.
- Delivery personnel must adhere to personal hygiene regulations and rules.
- Delivery personnel must have a good level of personal hygiene, i.e. clean in appearance, clean hair and nails.
- Delivery personnel must not engage in unhygienic practices, i.e. spitting, etc.
- Delivery personnel must not smoke in food vehicle or on the food premises or on a smoke free campus
- Delivery personnel must wear suitable and clean protective clothing (Personal Protective Equipment (PPE)) including footwear and headwear where necessary.
- Delivery personnel must observe all hygiene rules set out in the Contracting Authority Location.
- Delivery personnel must cover cuts with blue waterproof adhesive dressing
- Delivery personnel must handle all food deliveries with care
- Delivery personnel must have received training in food safety commensurate with their work.
- During delivery if the delivery personnel observe any defects in the Goods then he/she must segregate the items in question, record and return to the Supplier.
- The delivery personnel must accept any food items rejected by the Contracting Authority due to deviations from the Specifications, including acceptable levels/criteria stipulated in the Supplier's HACCP plan.

The following standards must be in place with regard to delivery vehicles:

- The vehicle must be clean and weatherproof and refrigerated to less than 5°C.
- The internal surfaces of the vehicle body must be impervious and easy to clean and the vehicle body must be sealed, to prevent the entry of pests, exhaust fumes and other sources of contamination.
- The vehicle must not store any items likely to contaminate food, e.g. cleaning chemicals, etc.
- Shelving in a food vehicle must be smooth, impervious and easily cleanable.
- All products must be segregated from other food products, to avoid cross contamination, if transported in the same delivery vehicle. This separation must be physical separation, not just packaging.

19.3 Examples of Key Performance Indicators (KPIs) for this contract:

- 98%. - All deliveries arrive within the designated time schedule
- 98%. – All products delivered to the Contracting Authority match the quantity and specification requirements
- 98% - All deliveries are delivered in the correct format, within the correct temperature and meet HACCP quality standards.
- 98% - Each delivery is accompanied with a priced delivery note and all products are charged at the quoted price.

20. Award Criteria

AWARD CRITERIA	Reference Section in RFT	MARKS ALLOCATED	% Weighting
1. Proposed cost of providing the Goods Cost of the Goods over the period of the contract based on the schedule in Appendix 2A. Scores for overall cost will be awarded as follows: <u>Maximum points available x Lowest responsive valid tender</u> Value of individual tender (200 marks)	Appendix 2A, Pricing Schedule	200	20%

2. Quality of the Tenderer's proposed Contract Management Plan and quality of the Tenderer's Methodology for Continuity of Supply and Reliable Deliveries (350 Marks) Sub-criterion 2.1 - Contract Management (150 marks) Sub-criterion 2.2 - Continuity of Supply, Reliable Deliveries and Order Placement (200 marks)	Appendix 1, Requirements & Specification, Section 7,8 and RFT Schedule A, Section 11.	350	35%
3. Quality of the Tenderer's proposals in respect of proposed Quality Standards, Goods Recall and Product Traceability Sub-criterion 3.1 - Quality Standards, Audit Reporting and HACCP (150 marks) Sub-criterion 3.2 - Product Traceability and Microbiological Testing (150 marks)	Appendix 1, Requirements & Specification, Section 1 and 15.	300	30%
4. Environmental Sustainability Proposal (150 Marks)	Appendix 1, Requirements & Specification, Section 20.3.	150	15%
Total		1000	

Tenderers should note that they must **achieve a minimum of 50 % on each individual non-cost related criterion including sub criterion**, in order to avoid elimination from the competition.

Cost Criteria [20%]: the highest score is awarded to the Tenderer with the lowest notional ultimate cost. All other Tenderers cost scores are calculated pro rata in relation to this score.

All other Award Criteria [80%]: Scoring of these criteria will be based on the tender responses and the full provision of the information requested. The Evaluation Group will assess the information provided and attribute scoring on a rating of 1 – 100% (pro rata) as follows:

Score	Meaning	Interpretation
90-100%	Outstanding	A very comprehensive response demonstrating an extensive understanding, offering full assurance to client – fully supported with no reservations.
80-89%	Excellent	An excellent response demonstrating an excellent understanding, offering assurance to client – strongly

		supported.
70-79%	Very Good	A very good response demonstrating a very good understanding, offering assurance to client – fully supported.
60-69%	Good	A good response demonstrating a good understanding, offering assurance to client – well supported.
50-59%	Acceptable	An acceptable response demonstrating a minimum understanding, offering assurance to client – satisfactorily supported
Less than 50%	Unacceptable	Response demonstrates a limited understanding with limited or insufficient or no detail with a risk of non-delivery.

N.B. Where responses exceed the maximum page / word count stated, only information provided within the allowed page limit can be evaluated. The page count begins at the start of the response. Font size 11.

Additional referenced material may be provided separately i.e., Organisation Charts, Accreditation and Certifications, SOPs, Excel sheets, Gantt charts or other pertinent literature. For the avoidance of doubt, please note only clearly referenced material will be taken into consideration. Supporting documents can be used but it is not sufficient to state the information required is contained in any brochures or technical information attached.

20.1 Award Criteria 2. Tenderer's proposed Contract Management Plan and quality of the Tenderer's Methodology for Continuity of Supply and Reliable Deliveries – 350 marks

Sub-criterion 2.1 - Contract Management (150 marks)

Tenderers must submit a clear and comprehensive proposed contract management plan that demonstrates the Tenderer's proposed methodology in respect of the management of the supply and delivery of the Goods.

Your response must include details of the resources and staff (including an organisation chart) the Tenderer proposes to assign to manage, liaise and oversee the Goods Contract and must demonstrate:

- Approach and implementation of the Goods Contract with the House of the Oireachtas Catering staff in respect of order placement and Goods receipt.
- Proposed contract management actions to ensure quality standards and services are being

delivered to the Houses of the Oireachtas. This should include review meetings; any follow up requirements and how they are managed.

- Proposed methodology for management, investigation and resolution in the event of a Goods recall and a customer complaint in accordance with the requirements of this RFT.
- A summary of all Goods recalls/alerts/advisories/complaints, their investigation, conclusion, resolution and subsequent corrective actions and or preventative actions must be included in your response.
- The Contracting Authority requires tenderers to produce a report (quarterly) detailing the pricing charged for each item against the market price for that period and the variable +/- values if applicable. Tenderers are asked to provide a summary of what this report will include.

Tenderers are encouraged to submit appendices and supporting documentation ONLY where appropriate.

Sub-criterion 2.2 - Continuity of Supply, Reliable Deliveries and Order Placement (200 marks)

Tenderers must set out their proposed methodology for ensuring continuity of supply of the Goods which demonstrates how they propose to hold adequate minimum stock of the Goods as well as fleet maintenance procedures for the term of the Goods Contract, to ensure the non-occurrence of stock-outs, product shortages and late deliveries, and their process for reviewing same, including but not limited to:

- The stock levels that are proposed to be held for the Goods, how shelf-life requirements are adhered to, stock review frequency and inventory replenishment procedures, including timelines for monitoring same.
- The proposed methodology for management of vehicle fleet including refrigeration, to ensure that deliveries are not delayed due to logistics issues.
- In the event of a disaster within the Tenderers business how orders/deliveries are continued and how customers are kept informed. Please detail your disaster recovery procedures.

Tenderers are encouraged to submit appendices and supporting documentation ONLY where appropriate.

20.2 Award Criteria 3. Quality of the Tenderer's proposals in respect of proposed Quality Standards, Goods Recall and Product Traceability (300 Marks)

Sub-criterion 3.1 - Quality Standards, Audit Reporting and HACCP (150 marks)

Tenderers must submit a clear and comprehensive response that demonstrates the tenderer's

methodology in achieving the supply and delivery of the goods to the quality standard outlined in Appendix 1 of this RFT.

Your response must include, but not be limited to:

- Details of how products meet the quality standard as outlined in **section 1**, Appendix 1 of this RFT.
- Details of the tenderer's proposed quality management and assurance system in this regard.
- Detail of third-party accreditations (e.g. Department of Agriculture, ISO suite of certifications, BRCGS Food Safety or equivalent) and recent audit reports.

Sub-criterion 3.2 - Product Traceability and Microbiological Testing (150 marks)

Tenderers are reminded that in accordance with section 1 of this Appendix 1, the Supplier must have a product traceability system under HACCP, in respect of all Goods.

- The Tenderer must demonstrate in a clear and comprehensive manner that their proposed product traceability system in respect of the Goods will ensure product traceability from catch, processing, distribution to invoicing of sales.
- As per section 12 of this Appendix 1, the Contractor must provide independent test results i.e. microbiological information to the Contracting Authority's catering departments upon request as required, for all Goods over the Term of the Goods Contract. Tenderers must detail the procedures they have in place to carry out microbiological testing as part of their response.

Tenderers are encouraged to submit appendices and supporting documentation ONLY where appropriate.

20.3 Award Criteria 4. Tenderer's proposals in respect of Environmental Sustainability – (150 marks)

In line with Circular 20/2019: Promoting the use of Environmental and Social Considerations in Public Procurement & the Climate Action Plan 2024, Tenderers must demonstrate how it will support and implement environmental standards and sustainable efficiencies in its practices and in the delivery of Services. Such measures must include but may not be limited to:

- Products sourced from sustainable and certified sources promoting good environmental practices and tackling social issues.
- Proposals for food products packaged in a form which reduces waste to a minimum while still ensuring the safety and preservation of food.
- Reduction in food containers made of single use plastic.

Tenderers should detail evidence of any environmentally friendly initiatives they have in place in response to protecting the environment. Responses must have a clear focus on the fishing industry.

Examples may include but not be limited to the following:

- Minimisation of waste (food, water, electricity, general waste);
- Sourcing sustainability produced products;
- Transportation of products; to include but not limited to:
 - 'Clean' (low- and zero-emission) delivery vehicles.
 - Training provided in Fuel-efficient driving techniques of delivery personnel.
 - Eco-Friendly Route planning to prioritise the roads and directions that are the most fuel efficient.
- Organic Goods
- Proposals for food products packaged in a form which reduces waste to a minimum while still ensuring the safety and preservation of food;
- Recycling

Tenderers are encouraged to submit appendices and supporting documentation ONLY where appropriate.

Appendix 2: Pricing Schedule

Please see Appendix 2A - Detailed Product Specification and Pricing Schedule that tenderers must complete.

The Contracting Authority is aware of the difficulties for suppliers to provide an annualised price for produce with a large number of external factors that can impact on a price regularly. As a result, the Contracting Authority is proposing to independent market representing pricing every quarter, allowing for a 10% variant above and below the proposed pricing which would allow for variants in costs allowing for saving to the Contracting Authority and additional payments to the successful supplier if the price spikes, during that quarter period. If the pricing goes above 10%, the supplier should offer an alternative produce; if this continues for more than five orders, it may be decided to remove this item until it falls below the 10%, and as close to the proposed core price.

The Contracting Authority does not warrant or represent that expenditure will meet, exceed or be less than the estimated annual usage amounts set out in Appendix 2a Pricing Schedule and by submitting a Tender, tenderers so acknowledge and agree.

Instructions to Tenderers on completion of Appendix 2a Pricing Schedule

- Populate Column G in Appendix 2A pricing schedule.
- The unit of measure provided (Column E) is the metric to be used for pricing. Estimated annual quantities are included in Column H
- The prices entered in Column G will be the contracted price for the first Quarter of business. All price adjustments up or down must be agreed in writing by the Contracting Authority.

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: **The Houses of the Oireachtas Commission** (the "Contracting Authority") RE: Request for Tenders for the Supply of Fish to the Houses of the Oireachtas Catering Facilities.

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 Goods Contract, we hereby declare the following:

1. We understand the nature and extent of the Goods 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 Goods Contract and the Confidentiality Agreement and agree if awarded a Goods Contract to execute the Goods 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 Goods in accordance with the RFT and our Tender.
5. We agree that, if awarded any Goods 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 Goods Contract under the RFT, have in place on the Effective Date of the Goods 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 Goods 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).

Print name	
Signed (Authorised signatory)	
Company	
Address	
Date	

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of Fish to the Houses of the Oireachtas Catering Facilities

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 goods supplied, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
 - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. **[Click here and insert name of entity]** does not come within the category of
-

prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [\[Click here and insert name of entity\]](#) relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signature of Declarant

Declared before me by [Click or tap here to enter text.](#) who is personally known to me (or who is identified to me by [Click or tap here to enter text.](#) who is personally known to me) or*

[Click or tap to enter a date.](#)

(signed): [\[Insert Signature\]](#)

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: Goods Contract

The Houses of the Oireachtas Commission

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the Supply of Goods pursuant to

Request for Tenders for the supply of Fish to the Houses of the
Oireachtas Catering Facilities Tender Ref. No. 2026/1012]

This Agreement is made on the **[Date E.G., 2nd] Day of [Month] 20[Year]** between:

The Houses of the Oireachtas Commission, of Leinster Houses, Kildare Street, Dublin 2, D02 XR20 (“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 supply of the goods described in Appendix 1 to the RFT (the “Goods”). 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 shall sell and the Client shall purchase in accordance with this (“Agreement”) the Goods described in Schedule B (“Goods”). Schedule B details the nature, quality, time of delivery and functional specifications of the Goods 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 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 **[Fergal Mc Loughlin]** of **[Leinster House, Kildare Street, Dublin 2 D02 XR20]**; 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 [three] 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 (being a duly authorised officer)		Signed for and on behalf of the Contractor	
Name	[Complete fields]	Name	[Complete fields]
Signature	[Complete fields]	Signature	[Complete fields]
Witness name	[Complete fields]	Witness name	[Complete fields]
Witness signature	[Complete fields]	Witness signature	[Complete fields]

Schedule A: Terms and Conditions

1. Contractor's Obligations

- A.** The Contractor undertakes to act with due care, skill and diligence in the supply of Goods 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 supply of Goods 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. supply of Goods 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. supply of Goods 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 Goods supplied, 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 15, 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 11.
- 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.** 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. The Goods

- A. The Contractor shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.
- B. Unless otherwise stated in the Specification:
 - 1. Where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client's vehicle.
 - 2. Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.
 - 3. The Goods shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warning.
 - 4. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.
 - 5. The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.
 - 6. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.

- D. Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods 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 Goods and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

E. **Not Used**

3. Inspection of Goods

- A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 3B.
- B. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:
1. treat the Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Goods in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods.
- OR**
2. have such Goods promptly, and in any event within **[seven]** calendar days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.
- C. Rejected Goods shall be removed by the Contractor from the Client within **one** calendar day from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within one calendar day of such notification, the Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Client at the risk of the Contractor. Any

costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Contractor.

- D. For the avoidance of doubt, the Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 3B.
- E. The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client's acceptance of them.
- F. The Contractor hereby guarantees the Goods up to the 'best-before-date' the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

4. Risk and Title

- A. The Goods ordered under this Agreement shall be delivered to any location specified by the Client, in Ireland, without limit to the number of locations, in the quantities and by the dates specified in the orders, unless otherwise stated. Any extension of the delivery time shall not constitute a general waiver or acquiescence on the part of the Client. All such Goods shall be delivered free of encumbrances or retention of title clauses or similar provision. The Charges quoted shall be based on the understanding that the Goods are to be delivered carriage paid to the various locations as specified in the order, along with the necessary delivery documentation. Pending such delivery, the Goods shall remain at the risk of the Contractor.
- B. Title shall pass to the Client on payment for the Goods.

5. Payment

- A. Subject to the provisions of this clause 5 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 11A 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 Goods for any billing period (including whether or not Goods 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. Where indicated in the Specification, the Charges shall include the cost of instruction of the Client's personnel in the use and maintenance of the Goods and such instructions shall be in accordance with the requirements detailed in the Specification.
 - 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 supply of the Goods will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

6. Warranties, Representations and Undertakings

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- 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 supply the Goods 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 supply the Goods (to include manufacture and distribution process) 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.** **Not Used**
 - 7.** the Client shall be under no obligation to purchase any minimum number or value of Goods.
- B.** The Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on his premises which are the property of the Contractor and shall insure the same against any form of loss or damage and the Contractor so acknowledges and confirms.
- C.** The Contractor confirms and undertakes that the Goods supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Submission (to include any samples furnished thereunder) and the Specification (Schedule B) and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.
- D.** The Contractor undertakes to ensure that all and any necessary consents and/or licences are obtained and in place for the purposes of this Agreement. 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.
- E.** The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements,
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representations and undertakings as set out at clause 6A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

7. Remedies

- 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 7A 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(D), 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 Goods of approved quality, 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 120 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:
10 per cent of invoice value ("the Retention Amount") which Retention Amount shall not at any given time exceed 10 per cent of the Charges. In such event the Client shall identify the particular Goods 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 Goods 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 7F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

8. 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 8; 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 8; 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 8 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. 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.

- D.** The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9. 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 9B 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 10 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.

10. Termination

- A.** This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one month's written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving one month's written notice to the Client.
- B.** Either Party shall have the right (in addition to its rights under clause 10(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.

11. 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.
- D.** The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums paid upon 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 11D.

12. 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 [Fergal McLoughlin] 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.

13. 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.

14. 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 14.
- 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Non-Exclusivity

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

20. 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.

21. 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 Goods 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 21C 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.

22. 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 Goods are being performed for the Client under this Agreement.

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 supply of Goods (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 supply of the Goods 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 supply of Goods. 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 bi-annually and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

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

- M.** The Client consents to the Contractor appointing a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.
- N.** Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O.** The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. Additional Condition(s)

Schedule B: Goods: 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

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 its 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, and all information in any of the aforementioned forms emanating from those who work in the parliamentary workplace, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, whether in the course of availing of the Goods or contained in any correspondence or other document in any of those forms arising in respect of the Goods, which relates to an identified or identifiable natural person;
- 1.2 Nature of processing: [Insert RFT title]
- 1.3 Purpose of Processing: to allow the Contractor to supply the Goods under the Agreement;
- 1.4 Duration of the processing: the Term of the Agreement.
- 1.5 Types of personal data: Names and contact details of personnel of the Contractor or the Client involved in the processing and personal data emanating from the Client pursuant to its instructions or in conjunction with the Contractor (including but not limited to personal data of its employees, agents, independent contractors and/or Sub-contractors) or of those who work in the parliamentary workplace and avail of the Goods, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, including identification information (e.g. name or other unique identifier), and contact information (e.g. email address, postal address, telephone contact numbers); from time to time, the personal data may include special categories of data (that is, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation) and data to which Article 10 of the GDPR and section 55 of the Data Protection Act 2018 applies (criminal convictions, criminal allegations, and security measures relating to those matters or otherwise to criminal offences).
- 1.6 Categories of data subject: Persons working in the parliamentary workplace, in particular Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents

working in the Houses and the staff of the Houses of the Oireachtas Service; (where distinct) personnel of the Contractor or the Client involved in the processing.

Appendix 6: Confidentiality Agreement

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

The Houses of the Oireachtas Commission, of Leinster Houses, Kildare Street, Dublin 2, D02 XR20 (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 supply of Goods described in Appendix 1 to the RFT (the “Goods”) (“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 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 supply of goods. 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. (If you are not consenting to a third-party processor (delete if not in use)):

The Contracting Authority does not consent to the Contractor appointing any third-party processor of Personal Data under this Agreement.

(or if using a third-party processor (delete if not in use)): The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement.

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

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

Signed for and on behalf of the Client (being a duly authorised officer)		Signed for and on behalf of the Contractor	
Name	[Fergal McLoughlin]	Name	[Complete fields]
Signature	[Complete fields]	Signature	[Complete fields]
Witness name	[Complete fields]	Witness name	[Complete fields]
Witness signature	[Complete fields]	Witness signature	[Complete fields]

Schedule A to the Confidentiality Agreement: Data Protection

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 its 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, and all information in any of the aforementioned forms emanating from those who work in the parliamentary workplace, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, whether in the course of availing of the Goods or contained in any correspondence or other document in any of those forms arising in respect of the Goods, which relates to an identified or identifiable natural person;
- 1.2 Nature of processing: [Insert RFT title]
- 1.3 Purpose of Processing: to allow the Contractor to supply the Goods under the Agreement;
- 1.4 Duration of the processing: the Term of the Agreement.
- 1.5 Types of personal data: Names and contact details of personnel of the Contractor or the Client involved in the processing and personal data emanating from the Client pursuant to its instructions or in conjunction with the Contractor (including but not limited to personal data of its employees, agents, independent contractors and/or Sub-contractors) or of those who work in the parliamentary workplace and avail of the Goods, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, including identification information (e.g. name or other unique identifier), and contact information (e.g. email address, postal address, telephone contact numbers); from time to time, the personal data may include special categories of data (that is, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation) and data to which Article 10 of the GDPR and section 55 of the Data Protection Act 2018 applies (criminal convictions, criminal allegations, and security measures relating to those matters or otherwise to criminal offences).
- 1.6 Categories of data subject: Persons working in the parliamentary workplace, in particular Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses and the

staff of the Houses of the Oireachtas Service; (where distinct) personnel of the Contractor or the Client involved in the processing.