



Ardscoil La Salle

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**Call for Tenders dated 15/07/2026
for the supply, delivery, installation and maintenance
of tools and equipment for T4 subjects**

Tender procedure: Open procedure (OJEU)

Tender Deadline: 15:00hrs, on 24/08/2026

Contents

Part 1:	Introduction
Part 2:	Instructions to Tenderers
Part 3:	Selection and Award Criteria
Appendix 1:	Requirements and Specifications
Appendix 2:	Pricing Schedule
Appendix 3:	Tenderer's Statement
Appendix 4:	Declaration as to Personal Circumstances of Tenderer
Appendix 5:	Goods Contract
Appendix 6:	Confidentiality Agreement

Part 1: Introduction

- 1.1 The Board of Management of **Ardcoil La Salle** (the “Contracting Authority”) invites tenders (“Tenders”) to this Call for Tenders (“CFT”) from economic operators (“Tenderers”) for the supply of the goods as described in Appendix 1 to this CFT (the “Goods”).

The Goods are required to be supplied and installed on or before **1st December 2026**.

- 1.2 In summary, the Goods comprise: Tools and Equipment for the teaching of Construction Studies and Engineering, based, mostly on specifications by the Department of Education and Youth (DEY) for post-primary schools.

- 1.3 This public procurement competition will be divided into **3 (three) Lots** (each a “Lot”) as described below. Each Lot will result in a separate contract.

Tenderers **must** be able to supply each item on the specification list as per the Lot tendered for as provided in the specification and descriptions documents accompanying this CFT document and **must** provide the relevant price in the Excel pricing worksheet also. An incomplete Lot will not be considered.

Note: some lists contain more than one section, in such cases the Lot comprises of all sections mentioned. Tenderers must be aware that there will only be a tight opportunity from purchase order placement and for delivery and installation. If the Successful Tenderer(s) cannot meet the delivery requirements they state, the Contracting Authority has the prerogative to procure from the second highest ranked Tenderer.

Lot 1 - Construction Studies/Wood Technology

Lot 2 - Engineering

Lot 3 - Electronics

Note 1: We may not require all items from the DEY list nor what is listed in our Excel file.

Note 2: Companies supplying specialist pieces of equipment to practical rooms etc. must supply, install, commission, and sign off for safe use.

Pricing Documents: The relevant pricing document must be completed as part of the Tenderer’s submission.

- 1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Goods Contract”) will be issued for a term of 12 (twelve) months. (“the Term”).

It is intended to award a contract to a single supplier who is deemed to be the Most Economically Advantageous Tender for each Lot of this competition, in accordance with the award criteria set out in Part 3.3 of this CFT.

- 1.5 Not used

- 1.6 The Contracting Authority estimates that the expenditure on the Goods to be covered by the proposed Goods Contracts may amount to some **€300,000 (three hundred thousand Euros (excl. VAT))** over the Term and any possible extensions. Tenderers **must** understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SMEs”) 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 Contract 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 CFT 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 CFT 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 award of a Goods Contract does not confer exclusivity on the Successful Tenderer(s).

The Contracting Authority may cancel this Competition (or, for the avoidance of doubt, any individual Lot) at any time prior to a formal written Goods Contract being executed by or on behalf of the Contracting Authority.

2.1.3 This CFT 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 CFT.

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.

2.1.6 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.

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 CFT.

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

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

- (d) To conform to and comply with all instructions and requirements set out within this CFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this CFT in any way.

2.2.2 Without prejudice to the generality of paragraph 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 CFT.
- 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 CFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this CFT. 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 CFT, 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 and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email 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(s) 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 15:00hrs, 24/08/2026 (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 paragraphs 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 CFT for each Lot.

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 CFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 15:00hrs on 17/08/2026 (the “Queries Deadline”) 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, drawings, data, statistics, 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 CFT 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 CFT.
- 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 6 (six) months commencing from the Tender Deadline.
- 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 CFT shall be made subject to and in accordance with the Goods Contract at Appendix 5 to this CFT.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

In the performance of any Goods Contract awarded, the Successful Tenderer(s), 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 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, in 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 CFT

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

2.16 FREEDOM OF INFORMATION

- 2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers **must**, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but **must** clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its a 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 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(s) 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(s) acknowledges and agrees that the Contracting Authority has the permission of the Successful Tenderer(s) to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

Not used.

2.21 INSURANCE

- 2.21.1 The Successful Tenderer(s) shall be required to hold for the term of the Goods Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million for any one claim arising out of a single occurrence
Public Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence
Product Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence

- 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(s) 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

Not Used

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above;
- (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 Appendix 3 that they satisfy the selection criteria for each Lot applied for in this Competition as set out in part 3.2 below (the “Selection Criteria”);
 - will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

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

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

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

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

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant

Exclusion Ground;

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

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

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

3.2 SELECTION CRITERIA

- 3.2** **Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. Tenderers who fail any selection criterion will be excluded from participating in this Competition.**

3.2.A Economic and Financial Standing

Tenderers **must** declare by way of Tender Response Document (TRD) that they satisfy the financial and economic standing requirement(s) set out below in respect of each Lot tendered for and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers **must** confirm and provide a statement detailing its trading levels for previous **three (3) years** from an Auditor/Accountant.

Three (3) Audited accounts must be provided to support the statement.

In line with current legislation where a company has an annual turnover of less than €12 million then audited accounts are not necessary. In these instances, a statement of accounts from the company's accountants will suffice.

In the case of the Tenderer being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead applicant. Where group members are relying on the lead applicant's financial capacity, self-declaration/evidence will only be required of the lead.

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 Tender Response Document (TRD) that they satisfy the technical and professional requirement(s) set out below in respect of each Lot tendered for and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

This criterion is a pass or fail criterion. Tenderers who do not give a comprehensive response to **all elements** of this criterion may fail this tender process.

3.2.B (i) Previous Experience

All Tenderers **must** demonstrate that they have the required level of experience to provide high quality products and services of a similar type to those sought herein.

Evidence Required

The following documents or information **must** be provided as evidence of compliance with the technical and professional capacity criteria.

List and describe details of the principal contracts provided in the past 3 years (public or private), similar in nature, scale and value to the requirements being sought in this competition - a minimum of two examples **must** be provided. Complete the following

information for each referenced contract in the Tender Response Document (TRD):

These examples must be applicable to the Lot being tendered for.

- (i) Client name.
- (ii) Detailed contract description along with a description of its comparability with the subject matter of this Call for Tender.
- (iii) Delivery date.
- (iv) Contract value.
- (v) Range of materials, tools, connections, finishing's, machinery provided, spare parts, including your experience in providing green and eco-smart options.
- (vi) The breakdown of where products originate from in order of value (*for example 80% China, 13% Central Europe, 7% United Kingdom*). Outline how this contract is comparable with the subject matter of the contract being tendered for.

Tenderers are reminded that the Contracting Authority may contact any or all the referees for verification purposes without prior notice being given to the Tenderer. The Tenderer should inform the customer organisation that the example contract has been used and the Contracting Authority may contact the referee for verification purposes without prior notice to the Tenderer.

Response must also include an **organisational chart** of the structure of your organisation (including the number of staff and their experience/expertise and training provided to them for providing a sustainable option to the customer).

Only include the organizational chart once if applying for more than one Lot.

3.2.B (ii) Environment and Sustainability Efficiencies

Tenderers **must** demonstrate in a clear and comprehensive manner how they propose to deliver and manage the contract from an environmental and sustainable perspective setting out details of any environmentally friendly or sustainable initiatives they propose to adopt in the provision of the Goods. Your response **must** include, but not be limited to:

- Details of sustainability measures for example – warehouse/premises energy optimisation projects completed, waste management, transport and logistics measures, off-setting of carbon emissions, Corporate Social Responsibility policies etc., sustainable purchasing, green screening of suppliers, minimisation of waste, collection and recycling of packaging material.

3.2 B (iii) Certificates of Compliance/Certification

Tenderers **must** be able to provide certificates of compliance/test certificates to the appropriate standards of IS/EN for each item of tools/equipment/machinery you have proposed.

Tenderers **must** be able to verify CE Product Certification.¹

Each of these **must** meet the minimum standard expressed by the specifications in Appendix 1. Tenderers **must** also provide evidence of what 'makes the item green', where applicable, for example, Cradle to Cradle Certified, FSC Certified, SFI Standard, Energy Star Certified, Green Guard Certified, NEMA Premium, SMaRT Certified, PVC Free, Biodegradable, Compostable, Non-toxic, Energy Saving.

Please highlight the items in the appropriate column in the Excel file which accompanies this document.

You **must** complete the declaration in the **Tender Response Document**.

Rule: All required **warranties** are included in the Specifications and the Pricing Schedule (Excel document). Please highlight the number of years warranty is valid for in the Pricing Schedule. The completed Pricing Schedule **must** be submitted with your completed Tender Response Document. Please note that upon request you **must** be able to provide warranty documentation to those stated where they either meet and or exceed the requirements specified by the DE and the Contracting Authority.

Note 1: Any products with warranties below these minimum warranty levels will not be considered.

Note 2: No marks are allocated for the submission of photos as this is a requirement. It is required that tenderers submit photos/pictures of the items proposed, in the pricing sheet and or a specific brochure of the proposed products. Photos/pictures should be clear to the eye on paper distinguishing each item.

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

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:

Only those Tenderers who have qualified in accordance with paragraph 3.2 of this CFT will proceed to be evaluated under this paragraph 3.3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable

¹Tenderers should evaluate the risk of UK-derived standards in relevant products or services becoming misaligned with EU Standards post-Brexit. Reliance on internationally recognised standards may not be sufficient to comply with specific EU standards. The absence of the CE mark becomes an immediate technical barrier to trade. As a third country, UK manufacture will lose access to this certification. Legal responsibility for a UK product thereafter will lie with the importer of that product. EU product certification can only be made by an EU Notified Body. UK Notified Bodies will lose this status. For products currently assessed by a UK Notified Body, an alternative EU Notified Body will be required to certify those products to ensure compliance with EU standards.

rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

Award Criteria

1000 marks in total are available in this section. The costs proposed will be awarded from 25% of the marks available. The qualitative award criteria will be assessed out of the remaining 75% of the available marks.

Tenderers are required to provide in no less than an A4 page (for each of the areas within this section) a proposed plan for the functionality and suitability of the items proposed; the training, technical support and after-sale services offered; their order and delivery procedures; and their sustainability approach, based on the requirements as set out in **Appendix 1: Requirements and Specifications**, (see minimum Specifications in the Excel pricing worksheet), detailing but not limited to the following;

Award Criteria <i>(All sub-criteria are of equal marks proportionate to the requirement unless otherwise stated)</i>	Weight- ing of Award Criteria	Maximum marks available	Minimum marks to be achieved
Part 1 - Qualitative Award Criteria	75%	750 marks	450 marks
A. Functionality & Suitability of Items Proposed: Tenderers are required to demonstrate in a clear and comprehensive manner how the items proposed are fit for use within the specific post-primary school classroom environment. The response <u>must</u> include but not be limited to: • Safety • Ease of use for those learning new skills • Quality and robustness of the tools/equipment, and material used • Durability and repairability, in part or whole Note: A response should be given for each of the concerns, where applicable to the items proposed. This response should highlight to the Contracting Authority, that the tenderer understands the school environment, the longevity required from the items proposed & the requirement for the items to withstand the test of time from daily use by those learning new skills.	30%	300 marks	180 marks
B. Training, Technical Support and After-Sale: Tenderers are required to demonstrate in a clear and comprehensive manner: • The training required/on offer for the use and	20%	200 marks	120 marks

preventative maintenance of specific items proposed by current and new staff throughout the duration of the contract. • The ongoing technical support on offer for specific items proposed for the duration of the contract, including technical support contact details and lead times. • Returns policy and escalation procedure, including how their organisation will deal with queries raised by the school and lead times for response and resolution. Queries might be related, but not limited to: delivery issues, faulty or damaged items, product substitution, invoicing and billing.			
C. Order & Delivery Procedure: Tenderers are required to document their flexible ordering facilities available along with the delivery procedures, including but not limited to lead times from placement of order to delivery, installation, and commissioning of the tools and equipment to the point of use as described by the school. The response must also detail all items that require a different/longer lead time; stock issues, if any; and the tenderer's efforts to ensure continuous supply.	15%	150 marks	90 marks
D. Sustainability: Tenderers are required to outline their approach to minimise environmental impact, including details of how their proposed offering provides quantifiable, verifiable and measurable environmental benefits. The response should include, but not be limited to: • Use of sustainable and renewable materials and recyclability of tools and equipment, in part or whole, if any. • How they propose to minimise/recycle packaging in an effort to reduce waste and eliminate the use of single-use plastics. • Proposed strategy to reduce climate impact in the operation of the specific requirements under this contract with regard to the reduction of CO2 emissions. • Buy-back or trade-in options. • Any other environmentally friendly initiatives.	10%	100 marks	60 marks

Part 2 – Quantitative Criteria	25%	250 marks	N/A
E. Ultimate Cost The Costs proposed are to be expressed in Euro and should be exclusive of VAT. Prices must be all-inclusive (i.e., including but not being limited to packaging, delivery, installation, commissioning, training, technical support, removal and proper disposal of all packaging by the Successful Tenderer(s), and all other costs/expenses). The marks will be awarded by way of the following mathematical formula – the lowest fee(s) proposed divided by the fee offered per individual proposal, multiplied by the maximum marks on offer in this criterion. Please complete the Excel pricing schedule as detailed in Appendix 2.			
Total Marks	100%	1000 marks	

EVALUATION OF AWARD CRITERIA

Scoring Methodology for Qualitative Award Criteria (Non-Cost)

Weighting	Meaning
91% - 100%	An excellent response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.
60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	No Response.

Scoring Methodology for Quantitative Award Criteria (Cost)

Marks for Cost Criterion will be allocated using the following formula:

Cost Score	=	$\frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}}$	x	Maximum Number of Marks Available
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Tenderers **must** achieve the Minimum Weighted Mark for each and all qualitative criteria to pass to the next stage of the Competition for the Lot.

All Tenders that achieve all the Minimum Weighted Marks required in all qualitative criteria will be evaluated under the Cost Award Criterion.

Tenderers who fail to achieve the Minimum Weighted Mark (60%) in any of the Qualitative Award Criteria (A, B, C, D) will be eliminated from the Competition and shall not be evaluated for Cost.

Tie Break: If the evaluation results in a tie between two or more Tenders, then the Tender with the highest overall 'Qualitative' score shall be deemed the Most Economically Advantageous Tender.

In the event of a tie where there is no difference in the 'Qualitative' scores, then the Tender with the highest score for the criterion 'Cost' shall be deemed the Most Economically Advantageous Tender.

Tenderers should ensure their proposals contain all the information referenced in respect of the award criteria above and detailed elsewhere in this document. This is to enable the Contracting Authority to make a full and fair assessment of their proposal.

Tenderers should note that the Contracting Authority reserve the right to confirm that the technical capacity of the Tenderer remains valid and undiminished, vis-a-vis their proposal, prior to the award of any contract.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this CFT, 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 CONTRACT(S)

- 3.6.1** The Successful Tenderer(s) **must** sign and return the Goods Contract and the Confidentiality Agreement, both in duplicate to the Contracting Authority no later than 7 (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(s) 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 CFT 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.

1.1 Overview of the School

Ardscoil La Salle is a coeducational secondary school with 296 students and operates under the patronage of Le Cheile with a Lasallian ethos. It is in Raheny, Dublin 5.

1.2 Overview of the Requirements

Ardscoil La Salle is seeking proposals for the supply, delivery, installation and maintenance of sustainable (where possible) tools and equipment for the teaching of Construction Studies and Engineering. It is intended to award a contract to a single supplier for each Lot of this competition. Tenderers **must** be able to supply each item on the specification list as per the Lot tendered for as provided. An incomplete Lot will not be considered unless the tender says otherwise.

The School requires a high quality, flexible and responsive service evolving towards green sustainable options, for the draw-down of the goods over an extended period with agreed timelines for delivery of goods with the Successful Tenderer(s).

Tenderers should note that the goods required pursuant to this competition are set out as **3 (three) Lots**. **Ardscoil La Salle** will draw down goods from the preferred supplier as suits their needs. It is possible that not all items may be drawn down upon. It is essential that tenders for equipment for school use shall:

- Comply fully with the specifications and be durable and safe for school use;
- Comply fully with Standards as detailed and comply fully with European Standards (EN), both established and developing, and that Certificates of successful independent testing to the relevant Standard(s) by a recognised body are available on request;
- Include the completed and signed certificate of compliance;
- A clear attempt by the company to source environmentally friendly and sustainable equipment and/or products without sacrificing quality;
- Timber or part timber items to be procured from legal sources, evidence of such to be available upon request;
- Only brands with a very good reputation for spare part(s), saws and cutting blades availability should be proposed, that meet the specifications of the items listed and requirements of the tender, with Brexit being considered as a factor; and
- Be accompanied by documentation of enough detail for a full evaluation.

Important notes to Tenderers:

- i. The requirements are subject to approval and funding from the Department of Education and Youth. Equipment wholly or partly funded from public funds is subject to inspection by officers from the Department of Education and Youth.
- ii. Warranties: Please note that the School requires a **minimum** of those stated in the specifications/pricing schedules.

- iii. The winning tenderer(s) **must** be able to provide a specific brochure of the items, with pricing and product codes, along with the availability to order the products tendered for, online.

1.3 Health & Safety

All products supplied **must** comply with the appropriate standards contained in relevant EU Directives as well as the provisions of all relevant Safety, Health and Welfare at Work (General Application) legislation.

The Successful Tenderer(s) **must** have a current and valid safety policy or equivalent in accordance with the Safety, Health & Welfare at Work Act 2005 (as amended). When delivering products to our premises the Successful Tenderer(s) shall comply with all safety requirements and procedures.

1.4 Governing Legislation & Codes of Practice

The Successful Tenderer(s) **must**, in relation to the following matters, meet the standards in place based on the European Union regulations as specified below:

- S.I. No. 283 of 2014 European Union (Batteries and Accumulators) Regulations 2014 (as amended);
- S.I. No. 282 of 2014 European Union (Packaging) Regulations 2014 (as amended);
- S.I. No. 149 of 2014 European Union (Waste Electrical and Electronic Equipment) Regulations 2014 (as amended);
- S.I. No. 513 of 2012 European Union (Restriction of Certain Hazardous Substances in Electrical and Electronic Equipment) Regulations 2012 (as amended); and
- Circular 20/2019: Promoting the use of Environmental and Social Considerations in Public Procurement.

1.4.1 WEEE Certificates

Under the S.I. No. 149 of 2014 European Union (Waste Electrical and Electronic Equipment) Regulations 2014, all retailers supplying EEE and automotive and/or industrial batteries **must** register as a retailer with their Local Authority or with the Compliance Scheme responsible for their area, with each individual retail premises registered.

Subject to Schedule A Clause 1B4 of the Goods Contract the Successful Tenderer(s) shall:

- (i) be in possession of a valid 'Certificate of Registration' which is issued annually by the WEEE Register Society Ltd., for all products in respect of electronic and electrical equipment and batteries; and
- (ii) confirm that all products are Restriction of Certain Hazardous Substances (RoHS) compliant. Certificates and confirmation as at point (ii) **must** be produced on request to the Contracting Authority.

1.5 Goods Specification and Functional Characteristics

All Goods supplied **must** meet the requirements set out in the Appendix 2 Pricing Schedule of this CFT, be fit for purpose, robust, sustainable, suitable for student use, and of a quality acceptable to the Contracting Authority.

All Goods should conform to the Declaration of Performance (DoP), CE marking regulations and comply with the relevant technical European Union EN standards where applicable. Where requested by the Contracting Authority, the Successful Tenderer(s) shall provide certificates of conformity with respect to the compliance of specific Good(s). The certificates of conformity and DoP may be requested at any time during the Contract.

The Successful Tenderer(s) shall be responsible for ensuring that the Goods manufactured for the Contract whether manufactured directly by the Tenderer or manufactured by a third party, fully comply with technical European Union EN standards and any other standards/regulations as applicable, for the duration of any Contract.

If at any time during the term of the Contract the Contracting Authority finds that the Good(s) are not operationally fit for purpose or of an acceptable quality, the Successful Tenderer(s) shall provide a substitute product acceptable to the Contracting Authority at no extra cost.

Tenderers are required for all items under the subcategory Power Tools, Cordless (both sold with a battery and without) to ensure that the submitted products battery packs are compatible with the same battery pack system across the entire range of submitted cordless power tools.

1.6 Substitution of Goods

No (i) Goods changes (ii) substitution or (iii) changes to the product specification is/are allowed unless agreed (in writing) in advance with the school, and in accordance with the procedures in this section.

The substituted Good **must**, at a minimum, meet or exceed the product specification, technical merit and functional characteristics of the Good which the Contractor 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, 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 Contractor has demonstrated to the satisfaction of the school such changes:

- are necessary;
- are unavoidable; and
- **must** not constitute a material change to the original Good(s).

Any proposed substitution of any Good **must** be notified to and agreed in writing in advance with the Contracting Authority. Written notice of any proposed substitution **must** be provided with a 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 school has determined that the proposed substituted Good complies with the Contractor's Tender (in respect of product specification and price), at their sole discretion.

1.7 Goods and Associated Service Issues

In the event of any defect in Goods becoming apparent after delivery, the Contractor shall remove the rejected Goods within two calendar days from the date of notification to the Contractor of their rejection and arrange to replace the Goods or credit the school as instructed. If at any time during the term of the Guarantee Period as detailed in Pricing Schedule and the subsequent Schedule C Charges, the school Board of Management finds that the product(s) are not operationally fit for purpose or of

an acceptable quality, the Contractor shall either repair the equipment if requested by the school or provide a substitute product acceptable to the school at no extra cost and a new Guarantee Period shall apply in respect of that substitute product. Detailed worksheets clearly outlining all service, Guarantee Period and/or repair work carried out of the supplied equipment **must** be signed by an identified member of the school staff with a copy left onsite. A copy of all worksheets **must** also be made available to the school on request.

1.8 Quality of the End Product

All products supplied under a Goods Contract **must** be fit for purpose, be green and sustainable, repairable and recyclable where available, be compatible with its counterpart where applicable, have available spare-part options where applicable and of a quality acceptable to the Board of Management. If at any time during the Term of the Goods Contract the Board of Management find that the Goods are not fit for purpose or of an acceptable quality, the Successful Tenderer(s) shall provide a substitute acceptable at no extra cost.

1.9 Samples

Not used.

1.10 Training and Technical Support

The Successful Tenderer(s) **must** provide advice on the appropriate use, storage, maintenance, application etc., of the products in order to maintain warranty terms and conditions.

The Successful Tenderer(s) **must** provide the training required/on offer for the use and preventative maintenance of specific items proposed by current and new staff throughout the duration of the contract, including advice on the proper handling and usage of the heavy-duty machinery, with particular emphasis on the safe operation of the products provided, along with any technical advice required throughout the duration of the contract.

The Successful Tenderer(s) **must** also provide a list of items the tenderer offers maintenance service on, including response times, temporary replacement of defective tools and or equipment, and timing for maintenance, substitution or return where items may have been damaged and/or faulty.

1.11 Contractor's Personnel

The Successful Tenderer(s) will –

- Have sole responsibility for all personnel engaged in providing the goods and any necessary training to the school;
- Provide notice of the identities of personnel needing site access – all personnel **must** carry identity cards, which include a recent photograph; and
- If the Successful Tenderer(s) personnel enter the school grounds while it being a building site, they must obey site rules and expectations as per the construction company.

The management reserves the right to insist that any personnel of the successful company who behaves inappropriately is removed from the premises and replaced. All bad language and derogatory comments will not be tolerated, nor will any racism or discrimination of any kind towards any other

person.

1.12 Supply, Delivery, Installation, Removal or Re-Installation of Goods

The Successful Tenderer(s) will be required to supply and provide delivery of the first contingent of items required by the school on or before **1st December 2026**. The school will draw up a potential list of requirements in due course, after the award of the contract. The school principal or named nominee **must** be notified in advance to facilitate the delivery of the goods between the hours of **08:00 – 16:00**.

Contract Period: 12 (twelve) months, from commencement at the estimated contract start date of **1st October 2026**.

Warranties and contract(s) will commence on the day of delivery.

This tender includes the supply, delivery, installation, commissioning and maintenance of the equipment specified.

1.13 Account Management

The Successful Tenderer(s) is required to provide The Board of Management with a nominated, dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the goods required, maintenance, spare parts, and warranty, for example.

1.14 Pricing Proposal

The pricing schedule in Appendix 2 **must** be completed – along with the Pricing Schedule for the Lot, which is attached as separate Excel spreadsheet documents. All prices should be given in Euro and should be exclusive of VAT. Prices **must** be all-inclusive (i.e., including but not being limited to packaging, delivery, installation, disconnection of some machinery, and proper disposal of all packaging by the Successful Tenderer(s) maintenance of heavy-duty equipment/machinery and all other costs/expenses).

Tenderers **must** confirm that all prices quoted in the Tender will remain valid for six (6) months commencing from the closing date for the receipt of tenders.

Tenders should note that cash-on-delivery payments will not be made. The school office will issue a purchase order(s) to the Successful Tenderer(s). Payment will be made on receipt of official invoice(s) when all items pertaining to that purchase order have been delivered and installed.

1.14.1 e-Invoicing

Over the Term of the Goods Contract, the provision or use of e-Invoicing that meets the requirements of Directive 2014/55/EU to comply with future national legislation implementing Directive 2014/55/EU and government policy shall be required by the Client to comply with Government policy.

Note: The Contracting Authority has the option to procure school goods and services, equipment and consumables from suitable frameworks produced by the Office of Government Procurement (OGP), Education Procurement Service (EPS) and Department of Education and Youth (DEY).

1.15 Packaging and Markings

Items shall be supplied in boxes or other suitable environmentally friendly packaging that protects the contents inside. A delivery docket shall be provided with each delivery. The delivery docket should clearly identify - the items that have been delivered, - where relevant, items on order that will be delivered at a later date, and - where relevant, items that cannot be supplied at any date in the future – corresponding to purchase order numbers.

1.16 Warranty

Tenderers **must** provide details in their tender submission of the level of warranty/guarantee that will be provided for each item being tendering for, indicating the duration in years.

1.17 Returns Policy

The Successful Tenderer(s) will be required to put in place formal procedures for accepting returns, in exchange for a full refund of purchase price or replacement or substitution of any Goods found to be damaged or faulty, or any Goods incorrectly supplied.

Any international returns (from Ireland) will be at the expense of the Successful Tenderer(s) / Contractor(s) and **must** be collected within one week of notification.

Returns requests in case of School error shall be agreed with the School and shall not be refused unreasonably.

1.18 Escalation Procedures

The Successful Tenderer(s) will be required to put in place formal procedures for resolving problems and complaints that the school might have. The Successful Tenderer(s) **must** acknowledge and reply to the school's complaints within 1 working day. Tenderers are required to provide details of their escalation procedures, including contact names and phone numbers, in the event of faults or problems not being resolved within the timescales agreed.

The Successful Tenderer(s) **must** keep a record of all complaints notified to it in respect of the Goods Contract concerned.

1.19 Sustainability

The Successful Tenderer(s) **must** outline their green and sustainable approach and solutions to minimise environmental impact, including but not limited to the use of sustainable and renewable materials and recyclability of tools and equipment, in part or whole, if any; waste management and recycling; reduction of CO2 emissions; buy-back or trade-in options; and any other environmentally friendly initiatives.

1.20 Key Performance Indicators

The following are the Key Performance Indicators which will be used to monitor the running of the

contract:

- Delivery – have delivery times been met along with delivery accuracy?
- Quality of product - is the quality of the product (including environmental requirements) as expected?
- Invoicing – accuracy of documentation?
 - The invoice **must** contain product code, description, units, and cost per unit, subtotal, total. It is paramount that the school is issued the contract prices by the Successful Tenderer(s) in advance of placing their first order.
 - Each order placed by the school **must** have the correct product code, price, and unit size on their purchase order. It is the Successful Tenderer(s)'s responsibility to communicate errors to the school and request that they be corrected BEFORE the order is processed.
- Prompt availability of spare parts and maintenance to minimise downtime.

Note: Please see the Specifications included in the Excel pricing sheet to review the specifications required for the Lot.

Appendix 2: Pricing Schedule

2.1 – Form of Tender

THIS FORM OF TENDER **MUST** BE COMPLETED AND RETURNED BY ALL TENDERERS.

Failure to sign this Form of Tender will invalidate the offer.

(for reference only – please complete version in the Tender Response Document)

To: Ardcoil La Salle
From: [Insert Tenderer Name]
Re: Call for Tenders for the supply, delivery, installation and maintenance of tools and equipment for T4 subjects

- a) I/We have examined the Tender Documentation and hereby offer to provide the services in accordance with the details contained within the Call for Tender Document.
- b) All costs **must** be quoted in Euro and exclusive of VAT. The best offer under each Lot will receive 100% of available marks and the other bids will score a percentage of the total available marks based on the percentage price difference from the best offer.

2.2 – List of Items (25% - 250 marks)

Tenderers are required to complete the Excel Pricing Sheet, in the Pricing Schedule File. Tenderers are advised that where a unit Cost (ex VAT) is required and a Tenderer leaves that cell empty or inserts a zero (0), then this item will be deemed to be free of charge.

Note: The quantities provided are for illustrative purposes only and does not represent a commitment to this volume of possible orders under the contract. Tenderer(s) are requested not to insert additional columns or options when completing the Pricing Schedule File.

Marks for Cost Criterion will be allocated using the following formula:

Cost Score	=	$\frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}}$	x	Maximum Number of Marks Available
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Appendix 3: Tenderers' Statement

(for reference only – please complete version in the Tender Response Document)

[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: Ardscoil La Salle (the "Contracting Authority")

RE: Call for Tenders for the supply, delivery, installation and maintenance of tools and equipment for T4 subjects

Having examined your Call for Tenders (the "CFT") 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 CFT.
2. We accept all of the Terms and Conditions of the CFT, the Goods Contract, and the Confidentiality Agreement and agree, if awarded a Goods Contract, to execute the Goods Contract at Appendix 5 to the CFT and the Confidentiality Agreement at Appendix 6 to the CFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the CFT.
4. We agree to supply the Contracting Authority with the Goods in accordance with the CFT 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 CFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Deadline, specified at paragraph 2.10.3 of the CFT.
8. We shall, if awarded any Goods Contract under the CFT, have in place on the Effective Date of the Goods Contract all insurances (if any) as required by paragraph 2.21.1 of the CFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and/or legal basis to the Contracting Authority upon request.

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

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

(for reference only – please complete version in the Tender Response Document)

Re: Call for Tenders for the supply, delivery, installation and maintenance of tools and equipment for T4 subjects

NAME: [Insert Declarant Name]

ADDRESS: [Insert Declarant Address]

I, [Insert Declarant Name], of [Insert Entity Name] do solemnly and sincerely declare that:

1. I am a [Insert Declarant Role] of [Insert Entity Name] and am authorized by [Insert Entity Name] to make this declaration which relates to a tender ("the Tender") submitted by [Insert Entity Name] in response to a CFT dated [Insert Publication Date] and titled **Call for Tenders for the supply, delivery, installation and maintenance of tools and equipment for T4 subjects** published by [Insert School Name] ("the Contracting Authority").
2. Neither [Insert Entity Name] nor any person who is a member of the administrative, management or supervisory body of [Insert Entity Name] nor any person who has powers of representation, decision or control in [Insert Entity Name] 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 [Insert Entity Name] 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. [Insert Entity Name]:
 - 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. [Insert Entity Name]:
 - a. has, in the performance of all public contracts, complied with applicable obligations in

the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

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

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

Signature of Declarant

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Goods Contract

[Insert School Name]

and

[Insert Successful Tenderer's Full Legal Name - to be completed on signing.]

AGREEMENT

Relating to the Supply of Goods pursuant to

Call for Tenders

for the supply, delivery, installation and maintenance of tools and equipment for T4 subjects

[insert Lot information if/as appropriate]

THIS AGREEMENT is made on the [date e.g. 2nd] day of [month] 20[year] BETWEEN:

[Insert School Name], of **[Insert School Address]** (“the Client”);

and

[Contractor's Full Legal Name], of **[Insert Contractor's Address]** (“the Contractor”)

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

WHEREAS:

- A. By Call for Tender entitled **“Call for Tenders for the supply, delivery, installation and maintenance of tools and equipment for T4 subjects”** advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] and dated **[Insert Date of Publication]** (“the CFT”), the Contracting Authority invited tenders from economic operators (“Tenderers”) for the provision of the goods described in Appendix 1 to the CFT (the “Goods”). References to the CFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between **[Insert Date of Publication]** and **[Insert Queries Deadline]** (the “CFT Clarifications”). The CFT (including the CFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the CFT dated **[Insert Date of Submission]** (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between **[Insert Date of Publication]** and **[Insert Queries Deadline]** (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 CFT;
 - iii. The Submission.
2. The Contractor shall sell, and the Client shall purchase in accordance with this Agreement (“Agreement”) the Goods described in Schedule B (“Goods”). Schedule B details the nature, quantity, quality, time of delivery and functional specifications of the Goods in accordance with the CFT and the Submission (“the Specification”).
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client’s Contact is **[Insert School Contact Name]** of **[Insert School Contact Address]**; the Contractor’s Contact is **[Insert Contractor Contact Name]** of **[Insert Contractor Contact Address]**.
5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on **[Insert Expiry Date]**, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully

extended as agreed between the Parties ("the Term").

Delete and replace with "Not Used" if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to **12 (twelve)** months with a maximum of **1 (one)** 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 CFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

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

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the 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 the 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 5 the Contractor shall:
1. supply the Goods in accordance with the Specification, the CFT, 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 the 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 provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 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 warnings.
 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. *Select either D or E and replace with "Not Used" if not applicable:*

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. *Select either D or E and replace with "Not Used" if not applicable:*

Without prejudice to any general right to damages under this Agreement where the Contractor does not deliver the ordered amount within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [Insert Amount] per week/day, or part thereof, for each week/day of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of [Insert Amount]. Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and;

2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

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 [Insert Number of Days] 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 [Insert Number of Days] calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within [Insert Number of Days] calendar days 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 for [Insert Period] from the date of delivery (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 repaired or replaced 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

- 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 of 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. *Delete and replace with "Not Used" if not applicable:*
 - it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 - 7. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [Insert Date as seen in the Declaration] which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged; and
 - 8. 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, representations and undertakings as set out in clause 6A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

7. REMEDIES

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

- 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.
- 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. *Delete and replace with "Not Used" if not applicable:*

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 [Insert Amount] – eg: [Insert Number/Percentage] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

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

[Insert Amount]

("the Retention Amount") which Retention Amount shall not at any given time exceed [Insert Number/Percentage] 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 CFT ("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 specifically 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 30 (thirty) 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 1 (one) month written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 1 (one) month 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 (or its subcontractor(s), if any) falls 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 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 CFT 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 [Insert Client Contact] within the Client respectively.

C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The

Contractor shall comply fully with the requirements of the Agreement at all times

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 the 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 provision of the services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [Insert Frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

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

M. **(IF YOU ARE NOT CONSENTING TO A THIRD-PARTY PROCESSOR – DELETE IF NOT IN USE)**
The Client 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 Client consents to the Contractor appointing [Insert Third-Party Processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

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

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

26. ADDITIONAL CONDITION(s)

[Delete and replace with 'not used' if not applicable:]

This is a free text area to allow the Client to include any additional conditions to the Contract, for example a price review clause. Such additional conditions can be set out here by the Client]

Schedule B: Goods: The Specification

[Insert Appendix 1 of CFT & Response to the Award Criteria set out by the Preferred Supplier when completing contract]

Schedule C: Charges

[Insert the Preferred Supplier(s) pricing sheet(s), with brands and warranties along with the overall price EX-VAT and any specific payment arrangements when completing contract]

Schedule D: Service Levels

[Insert for example the Key Performance Indicators set out in Appendix 1, along with any other key **must** do's from the Preferred Supplier, at CFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

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

Appendix 6: Confidentiality Agreement

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

The [Insert School Name], of [Insert School Address] (hereinafter “the Contracting Authority”) of the one part; and

[Insert Contractor’s Full Legal Name: to be completed on signing.], of [Insert Contractor’s Address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Call for Tenders dated [Insert Publication Date] for the supply, delivery, installation and maintenance of tools and equipment for T4 subjects (the “CFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods described in Appendix 1 to the CFT (the “Goods”) (“the Competition”). The Contractor submitted a response to the CFT dated the [Insert Date of Tender Submission].

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 provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made [Insert Frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

(IF YOU ARE NOT CONSENTING TO A THIRD-PARTY PROCESSOR - DELETE IF NOT IN USE)

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

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the Confidentiality Agreement]

Processing, Personal Data and Data Subjects

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

End of Document