Request for Tenders dated 17/07/2026

for the provision of Ground Investigation Services

for Silvermines Hydro

Tender procedure: Open procedure

Tender Deadline: 21/08/2026 12:00

Contents

Part 1: Introduction

1.1 Siga Hydro Limited (the “Contracting Authority”) invites tenders (“Tenders”) to this Request for Tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

1.2 The purpose of the ground investigations is to confirm the soil/bedrock profile and the engineering characteristics and geological formation of the overburden and bedrock. The overburden and bedrock will be assessed for ease of excavatability, hydrogeological and geotechnical characteristics, and re-use potential. The ground investigations will also determine the thickness of the overburden strata overlying the bedrock.

The Contracting Authority intends to appoint one or more suitably qualified ground investigation contractors to support the advancement and delivery of the Silvermines Hydro PCI Project.

Tenderers are required to complete the Tender Response Document (“TRD”) that is enclosed with the contract notice.

Tenderers are not required to complete the declarations in relation to the Foreign Subsidies Regulations.

1.3 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) shall remain in place for a period of 14 months (the “Term”).

1.4 The Contracting Authority reserves the right to extend the Term for a period or periods of up to twelve months with a maximum of one such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.

1.5 The total estimated value of this procurement across all Lots is €350,000 (excluding VAT). The estimated value of each Lot is set out below.

Lot	Estimated Value (Excl. VAT)
Lot 1 – Grid Connection Ground Investigation Services	€60,000
Lot 2 – Main Site (Lower) Ground Investigation Services	€260,000
Lot 3 – Main Site (Upper) Ground Investigation Services	€30,000
Total Estimated Value	**€350,000**

The estimated values above are indicative only and are provided solely to assist Tenderers in understanding the anticipated scale of each Lot. They do not constitute a guarantee of expenditure or of the volume of Services to be awarded under any Lot. The Contracting Authority reserves the right to award one, more than one, or none of the Lots, subject to the outcome of this Competition and the availability of funding.

1.6 It is the policy of the Contracting Authority to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s”) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs and / or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits. Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 Important Notices

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. The Contracting Authority shall have no liability or responsibility in relation to the accuracy, adequacy, or completeness of any information or statements or for the reasonableness of any assumption made in this RFT. The Contracting Authority will incur no liability or responsibility arising out of, or in respect of, this RFT. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

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

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

Tenderers may not rely on anything contained in this RFT as a representation of fact or promise regarding the future, nor as constituting the basis of a contract that may be concluded in relation to the Services. No contractual rights, implied or otherwise, or any other legal obligation, in relation to the Contracting Authority will exist unless and until a formal written Services contract has been executed by or on behalf of the Contracting Authority.

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

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

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

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

2.2 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;
- meeting with, raising issues and/or seeking further information from the Tenderer in respect of the RFT;
- requesting the Tenderer to provide the information or items which has/have not been provided in an incorrect form;
- waiving a requirement, which in Contracting Authority's view, is non-material, minor or procedural; and/or
- amending the relevant requirements of this RFT and inviting Tenderers to adjust their Tenders on the basis of the revised requirement.

Tenders may not be qualified, expressed to be subject to assumptions or caveats or accompanied by any statement which could be construed as placing the Tender on a different footing to other Tenders. Tenders must be submitted in compliance with this RFT. Tenderers are not permitted to insert items in their Tender in addition to those items specifically requested pursuant to this RFT, save where expressly permitted in this RFT.

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 in 3.2 below;

b. to complete a Tender Response Document;

c. to submit all documentation which this RFT requires to be submitted with their Tender;

d. to follow the format of this RFT and respond to each element in the order as set out in this RFT;

e. to conform and comply with all instructions and requirements set out in this RFT;

f. to submit the statement required under paragraph 2.4 below; and

g. not to alter or edit this RFT 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 may render the Tender non-compliant and it may be rejected.

2.3 Services contract

2.3.1 Tenderers should note the terms and conditions of the Services contract at Appendix 4 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services contract by signing the Tenderer's Statement at Appendix 3. Tenderers must submit their Tenders on the basis of the terms and conditions set out in the Services contract (appended at Appendix 4) in advance of the Tender Deadline (as defined in paragraph 2.6.2). Such draft Services contract shall not be subject to further material comments or negotiations between the Contracting Authority and Tenderers, including the successful Tenderer. Tenderers are also not permitted to include amendments to the draft Services contract as part of their Tender submissions.

Any Tenderer who seeks changes to the terms and conditions in its Tender may be treated as having submitted a qualified Tender and may have their Tender rejected. Similarly, the Contracting Authority may reject the Tender of any Tenderer who seeks to introduce changes to the terms of the contract following submission of Tenders.

2.4 Acceptance of RFT Requirements

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

2.5 Consortia and Prime / Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the Services contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium members (the "Subcontractor"). The Tenderer must clearly set out the name, title, telephone number, postal address, facsimile number and e-mail address of the nominated contact personnel of the Prime Contractor 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 (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

If a Tenderer is forming a consortium for the purposes of submitting a tender, they must identify the consortium members. Tenderers must clearly identify in their Tender which consortium member is performing which element of the Services and explain the consortium member's capability and experience as the context of the specific criterion requires. The Contracting Authority reserves the right, amongst other solutions, to require that the contract be entered into with each member of the consortium on the basis of joint and several liability or to contract with one member of the consortium as Prime Contractor to whom the other members will be sub-contractors.

If a Tenderer participates in a consortium, it may be a member of one consortium only.

2.6 Tender Submission Requirements

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required Tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until the Tender Deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the Tender Deadline.

2.6.2 Tenders must be received not later than: **12:00hrs on Friday 21 August 2026** (the "Tender Deadline").

Tenders that are received late will not ordinarily be considered in this Competition unless the Contracting Authority decides otherwise

2.6.3 Tenders must be submitted in English.

2.6.4 Each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT for each lot

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Office or PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 Queries and Clarifications

2.7.1 All queries, perceived ambiguity, discrepancy, error or omission Tenderers have relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie Queries will be accepted no later than: **12:00hrs on the 10th August 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition. The Contracting Authority reserves the right to, but is not obliged to, respond to queries received after that deadline. The Contracting Authority does not undertake to respond to all queries received.

2.7.2 The Contracting Authority intends to respond to all Tender queries and such responses 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 to issue or seek written clarifications. Once Tenderers have submitted their Tenders, they will be deemed to have fully read and understood the Tender documents and to have raised any relevant queries and received all necessary clarifications prior to submitting their Tenders.

2.7.5 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.

2.7.6 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

All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, preparation, submission, clarification, demonstrations and/or presentations in respect of their Tender shall be borne by and are a matter for discharge by the Tenderers exclusively. The Contracting Authority will not be responsible and/or liable for any costs, expenses, or losses which may be incurred by the Tenderer in connection with its participation in the competition, regardless of the conduct or outcome of the tender process.

2.9 Confidentiality

2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

a. are furnished for the sole purpose of replying to this RFT only;

b. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

c. shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

d. must be returned immediately to the Contracting Authority upon cancellation or completion of this public procurement competition if so requested by the Contracting Authority.

2.10 Pricing

2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT, which is duplicated in the TRD.

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 six months commencing from the Tender Deadline.

2.10.4 Any currency variations occurring over the term of the Services contract shall be borne by the Tenderer.

2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services contract at Appendix 4 to this RFT.

2.11 Environmental, Social and Labour Law

2.11.1 In the performance of any Services contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify and keep indemnified the Contracting Authority for any claim arising or loss or costs incurred as a result of their failure or incapacity to fulfil their obligations under the said Statutory Instrument or for any costs, claims, actions proceedings, demands, losses, awards, penalties, fines, liabilities and expenses (including without limitation, legal and professional fees) which the Contracting Authority may incur under the Statutory Instrument.

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

2.12 Publicity

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

2.13 Registrable Interest

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

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

2.14 Anti-Competitive Conduct

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition. Tenderers who endeavour to influence, collude, induce or interfere in any way with the evaluation process, any award decision or the procurement competition generally may have their Tender submission rejected. The Contracting Authority reserves the right to reject any tender proposal which it considers to be anti-competitive.

2.15 Industry Terms Used in this RFT

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

2.16 Freedom of Information

2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014, 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 such information and specify the reasons for its confidentiality or commercial sensitivity.

The nature of the documentation may then be taken into account by the Contracting Authority in considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidentiality or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Act.

The statutory requirements of the Freedom of Information Act 2014 or other applicable law will, in all circumstances, take precedence over any designation of information advised by Tenderers. Tenderers should note that on conclusion of a contract for the services that are the subject-matter of this competition, a right of access to the contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

2.17 Tax Clearance

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

2.18 Conflicts of Interest

Any conflict of interest or potential conflict of interest, whether professional or commercial 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. 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. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services contract entered into by a Tenderer. If the Contracting Authority determines that no such conflict of interest arises or that the conflict of interest is immaterial or that the Tenderer has demonstrated to the reasonable satisfaction of the Contracting Authority that appropriate safeguards and measures to manage the conflict have been put in place, then the Contracting Authority may decide to take no action. The Contracting Authority may, in its absolute discretion, decide to terminate the contract because of an actual or potential conflict of interest or due to any actual or potential conflict that was not disclosed by the Tenderer to the Authority, either before the contract was awarded or where an actual or potential conflict arose during the contract and was not brought to the attention of the Contracting Authority.

2.19 Withdrawal from this Competition

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

2.20 Site Visit

2.20.1 It is a requirement of the contract that Tenderers should view the site before submission of the tender.

A site visit to view the Contracting Authority's premises or facilities at the Silvermines Hydro Project Site, Silvermines, Tipperary, Ireland will be facilitated between Monday 27th July 2026 and Friday 21st August between the hours of 0900hrs-1800hrs. Tenderers must confirm their attendance prior to the visit by contacting Laura McSherry at lmcsherry@sigahydro.com or call 083 8604551. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

2.21 Insurance

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13m
Public Liability	€13m
Professional Indemnity	€6.5m
Product Liability	Not applicable
	Maintain a maximum of €2m for each claim for six years post contract termination.

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Services contract under this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services contract.

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

a. immediately advise the Contracting Authority of any material change to its insured status;

b. produce proof of current premiums paid upon request;

c. produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 Compliant Tenders

3.1 Only those Tenderers who have: -

(a) Submitted a compliant TRD pursuant.

(b) Declared by way of eESPD that either:

i. in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

c) Declared by way of eESPD that they satisfy the selection criteria applied for in this Competition as set out in part 2.3 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 examples, Subcontractors) , including a parent or another entity 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.

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, any Subcontractor and any relevant entity): in the case of the Prime Contractor, any Subcontractor and any relevant entity on whose capacity the Tenderer relies, all or any of the supporting documents specified at paragraph 3.2 below. If a Tenderer does not, upon request by the Contracting Authority, and within the time prescribed for this purpose, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT it may be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority and within the time prescribed for the purpose, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate the fulfilment by any entity on whose capacity the Tenderer relies of the Selection Criteria (or any one of them) in accordance with this RFT, it may be excluded from further participation in this Competition *unless* it replaces the entity with one which meets all relevant requirements of this RFT.

3.2 Selection Criteria

3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. In the event of one or more of the Selection Criteria achieving a fail, the Tenderer will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below 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 declare in the TRD that their annual average turnover for the past three financial years was above €5000,000. The preferred tenderer will be required to provide supporting evidence.

3.2.B Technical and Professional Ability

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

Tenderers must provide two comparable and relevant reference sites in the TRD.

Tenderers must declare in the TRD that they have all ISO standards and Accreditations set out in Appendix 1.

3.3 Award Criteria

3.3.1 The Services contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria. Additional guidance is provided in the TRD.

Criterion	Sample Award Criteria	Total Maximum Marks available	Minimum marks required 60%
1.	Methodology for Delivery Services Tenderers shall demonstrate: • A clear understanding of the service requirements specified in Appendix 1. • The proposed methodology for planning, mobilisation, field investigations, sampling, laboratory testing, reporting and delivery. • Demonstrate robust data management processes. • How investigation data will be managed, analysed and presented throughout the project to support decision-making. • The use of digital tools, visualisation techniques or interactive reporting solutions to communicate investigation results and provide added value to the Contracting Authority.	20%	
2.	Risk Management • Tenderers shall submit an outline project risk register identifying key technical, programme, health and safety, environmental and operational risks together with proposed mitigation measures.	5%	
3.	Contract Management • Tenderers are required to submit a detailed project	20%	

	implementation plan based on the requirements set out in Appendix 1 for the term of the contract. • Tenderers are required to explain how the contractor will meet the project scope, schedule and budget		
4.	Resources • Demonstrate the experience of the proposed Project Manager, Lead Engineering Geologist/Geotechnical Engineer and key personnel on comparable projects..	20%	
5	Environmental Impact • Demonstrate how the investigations will be undertaken to minimise environmental impacts, protect sensitive habitats, manage waste, prevent pollution and reinstate affected areas.	5%	
6.	• Pricing shall be completed in accordance with Appendix 2.	30%	N/A
	Total	**100%**	N/A

Note: Tenderers must score a minimum of 60% of the allocated marks in respect of each award criterion (other than pricing). Any Tender that fails to achieve 60% of the marks in any award criterion (other than pricing) will be eliminated and will not be considered further in the competition.

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

(a) the Tenderer submitting the following evidence in respect of the Tenderer to the extent not already provided, within seven (7) days of request by the Contracting Authority all or any of the supporting documents specified at part 3.2; and

(b) the evidence specified at 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria.

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

Weighting	Meaning
5	A response with no, or only very minor, weaknesses that fully meets or exceeds the requirements. The response is comprehensive, detailed, well evidenced and provides a high level of confidence that the Tenderer will deliver the services to an excellent standard.
4	A response that demonstrates a clear understanding of the requirements and provides good assurance that the Tenderer will successfully deliver the services. Minor weaknesses may exist but are not considered material.
3	A response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
2	A response that only partially addresses the requirements. Reservations exist regarding the proposed approach and there are significant weaknesses or omissions which reduce confidence in successful delivery.
1	A response that fails to demonstrate an adequate understanding of the requirements. Serious weaknesses, omissions or fundamental flaws exist, resulting in a high risk that the services would not be delivered satisfactorily.
0	No response has been provided, or the response fails to address the criterion or is wholly unacceptable.

Marks for pricing criteria above will be allocated using the following formula.

$$\textbf{Pricing Score} = \frac{\text{Lowest Tendered Pricing}}{\text{Tendered Pricing under evaluation}} \times \text{Maximum number of marks Available}$$

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 No contract 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 (the “Standstill Period”) if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

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

3.6 Return of Signed Contracts

3.6.1 The successful Tenderer must sign and return the Services contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services contract in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Services contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at clause 3.6.1 then the Contracting Authority may proceed to award the Services contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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

Purpose of Ground Investigations

Siga-Hydro Limited is undertaking a programme of Ground Investigation (GI) works in support of the proposed Silvermines Hydroelectric Pumped Storage Scheme located within the townlands of Gortshaneroe, Garryard West and surrounding lands at Silvermines, Co. Tipperary.

The purpose of the Ground Investigation programme is to obtain geotechnical, hydrogeological and geo-environmental information to support the planning, environmental assessment and detailed engineering design of the proposed development.

Description of the Site

The Silvermines Hydro Pumped Storage Scheme (HPSS) relates to the repurposing of a former open-pit mine, now flooded and adjacent hillside (Silvermines Mountain[1]), located ca. 1 km southwest of the village of Silvermines, in north Co. Tipperary (Figure 1) into a new energy storage facility. Within the European Union, the project is recognised as a Project of Common Interest (PCI[2]).

Fig.1 - Site Location

[1] Silvermines Mountain is a designated Special Protection Area (SPA) and Special Area of Conservation (SAC).

[2] This is a European designated priority project that will help to strengthen the European energy market and help the EU achieve its energy and climate goals. The Project has received financial backing from the EU Connecting Europe Facility (CEF) to conduct essential studies necessary for advancing the Project's design and consenting phase.

The site covers an area of ca. 148 ha and is ca. 1.7 km in length in a north-south direction and ca. 900 m wide in an east-west direction. The site has an elevation range of ca. 300 m, rising from the R499 road in the north to the crest of the Silvermines Mountain in the south at 490m AOD.

The site encompasses a disused open-pit and underground barite mine (former Magcobar Mine), part of an underground zinc-lead mine (former Garryard/Mogul Mine), and historic small-scale subsurface copper and lead workings from the 18^{th} and 19^{th} centuries, as well as an area of open hillside.

When mining activities in Magcobar ceased in 1993 groundwater pumps were switched off resulting in the flooding of mine workings and the rebounding of the water-table to return to quasi-natural levels. The underground barite mine workings are directly adjacent to the Magcobar open-pit, extending in a westerly direction from the southwest corner of the open-pit.

Relevant existing site information including surveys will be made available to the successful tenderer on request.

Underlying Geology

Glacial deposits are the predominant superficial deposit that occurs across the site, except for small areas of alluvium. In general, published information and historical ground investigation information indicate that the glacial deposits vary greatly in terms of thickness, lithology and degree of saturation. They typically tend to be thicker at the valley bottoms (>12 m) and tend to be very shallow (<0.5 m) in the upland areas.

In addition, large areas of Made Ground (with thicknesses in excess of 20 m) from the former barite open-pit mine occur across the northern part of the site, with large stockpiles of limestone rock also present.

The Silvermines district lies on the fault-bounded southern limb of the asymmetric Kilmastulla Syncline that trends east northeast - south southwest and gently plunges to the east northeast. The bedrock geology underlying the site ranges from Silurian (440-415 Ma) to Carboniferous (355-290 Ma) in age (GSI). The bedrock consists of two main lithologies; Carboniferous Waulsortian limestones that lie in the hanging wall of the Silvermines Fault, which transects the site, and extend to the north and a succession of massive Devonian and Silurian sediments and meta-sediments in the footwall to the south.

Lithologies in the vicinity of the Silvermines Fault zone pass up from alluvial and marine clastics, through transgressive muddy lagoonal and estuarine carbonates to shallow water bioclastic limestones, with the ore-hosting breccias being sandwiched between pale massive reef limestones (footwall) and upper reef limestones (hanging wall), both of Waulsortian age.

To the south, Devonian sandstones, mudstones and conglomerates form the higher ground of the Silvermines Mountain. The Devonian Old Red Sandstones are a mixture of muds, silts and sands with poorly sorted beds containing pebble conglomerates and breccias lie unconformably over Silurian Greywackes. These older sediments are thickly bedded southerly dipping mudstones interbedded with thin turbiditic siltstones.

Scope

The investigation comprises rotary drilled geotechnical and hydrogeological boreholes, machine excavated trial pits and hand auger investigations located across three distinct investigation areas to be carried out in the September 2026 to October 2026 window. This procurement is therefore divided into three independent Lots reflecting various site locations, conditions, environmental constraints and investigation objectives. Tenderers may submit tenders for one, two or all three Lots. Each Lot will be evaluated independently and the Contracting Authority reserves the right to award each Lot separately.

Supervision including Health and Safety

The Contractor shall provide a Site Supervisor for Construction in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013 and shall prepare a Safety and Health Plan for the Project. The Contractor is also responsible for providing a Site Supervisor to ensure the requirements of the Ground Investigations Specification are met in collaboration with the client appointed Investigation Supervisor.

The desk study for the site and surrounding area revealed evidence of ground contamination and hazardous conditions including historical underground mines. The site is an area of old mine workings. While it is not believed that extensive contamination exists at the site, it cannot be completely discounted, and the contractor should exercise caution. The rock dumps and spoil mounds are likely to contain elevated sulphides, and heavy metals. The contractor should wear suitable protective clothing and take all measures deemed necessary to protect personnel during the works. A full time site investigator from the Contractors GI team is required.

Site Visit

It is a requirement of the contract that the Contractor visits the site before the submission of a tender. Failure to do so, may result in the rejection of the tender by the Contracting Authority, and in the event that the tender is accepted, no responsibility for extra costs or delays shall be assumed by the Contracting Authority for any difficulties incurred with site access/set-up. Notification to Siga is required to view the site in advance of the investigation. Viewing the site is required to familiarise the Contractor with access restrictions, site constraints and issues requiring public engagement/interaction and will also allow the Contractor to investigate above ground services.

Hours of Working & Access

Work may take place on site between the hours of 7.00 am and 6.00 pm, Monday to Friday. Work outside these hours may take place only with the prior agreement of the Contracting Authority. Any changes to working hours will be forwarded to the Contractor nearer the starting date. Notice of entry and access to the site must be arranged through Siga Hydro Limited via the Investigation Supervisor.

Procurement Lots

The Ground Investigation programme comprises the following three Lots which are each described in detail in the following sections.

Lot	Description
1	Grid Connection Ground Investigation Works
2	Main Site (Lower) Ground Investigation Works
3	Main Site (Upper) Ground Investigation Works

Table 1 – Lots

Tenderers should note that Lots 2 and 3 are intended to proceed subject to the Contracting Authority obtaining the relevant statutory approvals. In respect of Lot 2, commencement is subject to the receipt of the required declaration under Section 5 of the Planning and Development Act 2000 (as amended). In respect of Lot 3, commencement is subject to the receipt of planning permission.

The Contracting Authority intends to proceed with Lots 2 and 3, subject to the relevant statutory approvals being obtained. However, where the relevant statutory approvals have not been obtained, or are granted subject to conditions that materially affect the proposed Services, the Contracting Authority may defer the commencement of, amend the scope of, or, where necessary, decide not to proceed with the affected Lot. Tenderers shall be deemed to have taken this into account when preparing their Tenders and shall have no entitlement to compensation, loss of profit or other payment arising solely from any such deferment, amendment or decision not to proceed.

Common Requirements Across All Lots

The following requirements apply to all Lots. All activities must be carried out in accordance with the Ground Investigations Specification and in collaboration with the client-side Investigation Supervisor. Tenderers shall satisfy themselves that adequate resources, experience and specialist personnel are available to them to comply with these requirements. Lot activity may be subject to various permissions and consents which will be managed by the Contracting Authority.

General Requirements

Without limitation, the Contractor shall provide for:

- preparation of investigation programme and RAMS;
- all labour, supervision, plant, equipment, transport, temporary works, consumables and incidentals necessary to complete the Ground Investigation works associated with the Lot(s) awarded in collaboration with the Investigation Supervisor. This includes providing competent site supervision throughout the works which must be present at all times works are being undertaken;
- the execution and completion of all works in accordance with the Contract Documents, the provided Ground Investigation Specification, environmental requirements contained within the relevant Appropriate Assessment documentation, current Engineers Ireland guidance and all relevant Irish, British and European Standards and in collaboration with the clients Investigation Supervisor;
- compliance with the Safety, Health and Welfare at Work Act 2005 and Construction Regulations 2013, acting as Project Supervisor Construction Stage (PSCS), and where applicable under the Contract preparing and implementing a Construction Stage Health and Safety Plan and gaining approval from the Contracting authority;
- mobilisation and demobilisation of plant suitable for operation, including in certain cases across steep ground, forestry tracks, areas with constrained access and peat areas where low ground pressure vehicles are required. The exploratory rigs/field equipment/vehicles used to access the proposed field investigation locations shall be capable of driving and setting up on such areas in compliance with the mandated constraints;
- utility and service detection and clearance prior to the commencement of activities. It is the responsibility of the Contractor to verify that each and every position is free of services;
- setting out of all GI positions referencing the coordinates provided within the Contract Documents;

- establishment and maintenance of safe working areas / access arrangements and taking all necessary precautions to protect existing infrastructure, services and third-party property throughout the duration of the works;
- providing the Investigation Supervisor with a minimum of 48 hours' notice prior to commencing fieldwork at each investigation area and shall notify the Investigation Supervisor immediately of any delays, access issues or unforeseen ground conditions that may affect the programme.
- immediately notifying the Investigation Supervisor where historical mine workings, contaminated materials or unexpected ground conditions are encountered;
- the management, transport and lawful disposal of all wastes arising from the works, including drill cuttings, purge water, drilling fluids, contaminated materials and provision of associated waste documentation;
- in-situ testing;
- collection, preservation and transport of samples and laboratory testing to be undertaken by an accredited laboratory;
- installation of groundwater monitoring wells where specified;
- reinstatement of all investigation locations as specified/authorised by the Investigation Supervisor. Note that the Contractor shall not backfill trial pits, grout boreholes, abandon wells, demobilise without approval from the Investigation Supervisor.
- factual reporting and the submission of digital data including AGS;
- a Quality Assurance system throughout the investigations including the use of calibrated equipment, competent personnel, sample traceability, chain-of-custody procedures, logging and photographic records.
- The Investigation Supervisor reserves the right to relocate positions, vary their depth or orientation, terminate investigations, substitute investigation methods, increase or decrease the quantity of positions, instruct additional sampling or testing where considered necessary with any additional activities paid in reference to the schedule rates.

Geotechnical (Rotary) Borehole General Specification

- Boreholes to be completed with Geobore-S coring (102mm core diameter) through overburden and PQ3 rotary coring with 83mm core diameter to be utilised in intact rock;
- Triple core barrel to be used to aid in core recovery with flush method as per the Ground Investigation Specification or as agreed with the Investigation Supervisor;
- Standard penetration tests in rotary boreholes within overburden, packer testing within the bedrock, and hydraulic conductivity within the bedrock (frequency to be agreed with the Investigation Supervisor depending on ground conditions encountered). SPT's shall typically be at 1m centre-to-centre (c/c) over the top 5m and at 1.5m c/c thereafter in overburden. It should also be specified that in addition, if recovery of a core run is below 80% or in zones of non-rock material, an SPT must be completed prior to the next core run (subject to instruction of the Investigation Supervisor);
- Water strikes and seepages shall be recorded where encountered in drilling. Water levels in boreholes during drilling shall be measured at the beginning and end of each shift or other rest periods. Water strikes encountered during boring to be recorded in accordance with EN 1997-2 and EN ISO 22475-1, including the depth of first ingress, the nature of inflow (seepage, dripping, or flowing), and any significant change with depth or time;
- Groundwater monitoring wells will be installed in each of the boreholes to industry standards. The groundwater monitoring well installations will typically be constructed using 50 mm diameter uPVC, and a gravel filter pack filter (silica) will be installed in the annular space between the slotted pipe section and the borehole. A geo-sock will be included to reduce entry of suspended solids into the borehole. A bentonite seal will be installed to prevent the

entry of surface water into the well pipe. The final installation details will be dependent on ground conditions and will be provided by the Investigation Supervisor

- Lockable standup borehole headworks will be required at each location, as well as a cement pad and wooden stakes / fencing for protection purposes. Each of the boreholes locations will be cleared by the Contractor to ensure safe access and working conditions.
- All rotary boreholes require ATV (acoustic televiewer). Down-hole orientation surveys will be conducted at 2 locations in each borehole using a Reflex (or equivalent) single-shot tool. Additional downhole surveys may be required depending on ground conditions encountered in each borehole, e.g. flow measurement, temperature and electrical conductivity, the requirement of such is to be determined by the design team in conjunction with the Investigation Supervisor and communicated to the Contractor.
- Sampling is required for rotary cored boreholes (e.g. Continuous rock core sampling. Core sub-sample from continuous rock core sample). Chemical/environmental sampling is required.
- Rotary boreholes shall be subject to full geological and geotechnical logging in accordance with BS 5930:2015. Logging shall include lithology, weathering, strength, discontinuity characterisation, fracture spacing, alteration, orientation (where recoverable), groundwater observations, and core recovery parameters (TCR, SCR and RQD). The data shall support rock mass classification using recognised systems including RMR and the Barton Q system.
- Core to be photographed and suitable core boxes with lockable lids to be provided.
- Geotechnical laboratory testing and chemical testing.
- A detailed Factual Report – including map and summary table of detail of borehole

Hydrogeological (Percussion) Boreholes General Specification

- Boreholes to be finished with an internal diameter of 140 mm, suitable for installation of a groundwater monitoring well installation. The groundwater monitoring well installations will be constructed using 50 mm diameter uPVC, and a gravel filter pack filter (silica) will be installed in the annular space between the slotted pipe section and the borehole. A geo-sock will be included to reduce entry of suspended solids into the borehole. A bentonite seal will be installed to prevent the entry of surface water into the well pipe. The final installation details will be dependent on ground conditions and will be provided by the Contracting Authority. A groundwater strike must be encountered before termination of each borehole, and the borehole should extend to a minimum of 5 m below the groundwater strike (however, this won't be required should large fractures or cavities be encountered during drilling).
- Accurate recording of all water strikes are critical during boring, this includes water strikes encountered during boring being recorded in accordance with EN 1997-2 and EN ISO 22475-1, including the depth of first ingress, the nature of inflow (seepage, dripping, or flowing), and any significant change with depth or time.
- Water levels in boreholes during drilling shall be measured at the beginning and end of each shift or other rest periods.
- Lockable standup borehole headworks will be required at each location, as well as a cement pad and wooden stakes / fencing for protection purposes. Each of the borehole locations will be cleared by the Contractor to ensure safe access and working conditions.
- Sampling from percussion boreholes are to be attained a minimum of every 2.5 linear metres. The material being removed from each borehole as drilling progresses shall be sampled, bagged, labelled and stored for future analysis. Detailed logging of the rock chips to BS 5930:2015+A1:2020 and BS EN ISO 14689:2018.
- Chemical testing.
- A detailed Factual Report – including map and summary table of detail of borehole

Trial Pits General Specification

- Machine excavated trial pits shall typically be extended to a depth of 3m BGL and shall be the minimum width possible using a 600mm wide bucket and allowing for overbreak to remove cobbles and boulders. Length shall be the minimum required to reach scheduled depth.
- Turf, Topsoil and any Made Ground if encountered shall be separately stockpiled to one side of the pit. On the other side of the pit, the subsoil will be stockpiled separately. In selected holes, excavated subsoil material shall be separated into three stockpiles one for cohesive material, one for granular material (if any) and one for particles of > 200mm. All three stockpiles shall be placed on tarpaulins.
- In-situ tests will be carried out at selected trial pit locations. The specific sampling and testing shall be as described in the Ground Investigation Specification.
- The ground investigation Contractor shall be responsible for all temporary support and groundwater control where required.
- Trials pits shall be backfilled in the reverse order they were excavated to reproduce the natural stratigraphical sequence and shall be completed by replacing the Topsoil and turf neatly in collaboration with the Investigation Supervisor. Reinstatement of the exploratory location and any access routes shall be to at least existing condition.
- Photographic Requirements: All pits to be photographed as per BS 5930:2015+A1:2020. At machine and hand excavated trial or inspection pit locations: one photograph of the test area before commencing, photographs of the excavation showing each pit side, at least one photograph showing the stockpiled arisings from the pit and one photograph showing the location after reinstatement.

Deliverables

The Contractor shall provide the following deliverables for each awarded Lot:

- Programme of Works including delivery schedules per deliverable;
- RAMS;
- Daily Site Records;
- Exploratory Hole Records;
- Logs (per position incl. hand trial pits, trial pits, boreholes);
- Surveyed Coordinates (in agreed standard format)
- Groundwater Monitoring Installation Details;
- Laboratory Certifications and Testing Schedules;
- Groundwater Monitoring Data;
- Core Photography;
- All appropriate digital data in agreed (standard) format;
- Factual Ground Investigation Report (see below);
- Electronic copies (PDF) of all reports, logs, laboratory certificates, monitoring records and photographic records;

Factual Reporting

The Contractor shall provide a Factual Ground Investigation Report for each Lot in accordance with BS 5930:2015+A1:2020 and BS EN 1997-2, containing all factual records from the investigation, including exploratory hole logs, sampling records, in-situ testing, groundwater observations, laboratory test results, core photography, and AGS digital data where specified. The report shall contain factual information only including

- description / scope of works completed;
- records of all exploratory holes;

- geological and geotechnical logs;
- groundwater observations;
- sampling records /in-situ and laboratory test results;
- factual description of the methods used, field observations, recorded ground conditions and groundwater observations encountered during the investigation;
- Investigation locations and coordinates and exploratory hole location drawings;
- photographic records;
- The Contractor shall provide a complete, structured digital dataset suitable for engineering analysis and integration into Power BI or equivalent data-visualisation platforms. All data shall be delivered in a consistent, machine-readable format and organised to support efficient filtering, mapping, and interpretation of site investigation results.
- summary of any departures from the specified scope.

The reports shall be suitable for incorporation into the overall Ground Investigation database for the Silvermines Hydroelectric Pumped Storage Scheme. Three fast-bound copies of the final factual report are required. In addition, the Contractor shall provide one master digital copy of all pages and drawings in the report. The copyright of the report shall be deemed to be vested in the Contracting Authority.

All geotechnical borehole information shall be provided in full AGS format within 14 days of site work completion. All GI data shall be submitted in AGS format with a copy of the final factual report.

Lot 1 – Grid Connection Ground Investigation Works

Overview of Lot 1

Lot 1 comprises a programme of geotechnical investigation works associated with the grid connection of the proposed development. The objective of this investigation is to establish the engineering characteristics of the overburden and bedrock, confirm ground conditions and obtain representative samples for geotechnical and geo-environmental laboratory testing to support the design of the cable route and off-site substation, associated infrastructure and related civil engineering works.

Scope of Investigation of Lot 1

The scope of Lot 1 comprises:

Investigation Activity	Quantity
Geotechnical Rotary Boreholes	3
Machine Excavated Trial Pits	9

Table 2 – Lot 1 Scope

Lot 1 Boreholes

3 No. borehole locations are required. Each location shall comprise cable percussion drilling through overburden to rockhead followed by rotary coring to target depth (anticipated depth of 15m below ground level (vertical inclination)). The target depth may be varied to achieve adequate rock characterisation. This will be agreed with the client's Investigation Supervisor. Borehole activities may be in sensitive areas (e.g. adjacent to rivers, railway tracks etc.).

Lot 1 Trial Pits

A total of 9 No. trial pits are to be machine excavated (Approximate locations of 7 are shown below, the other two locations are east on the cable route with exact locations to be specified prior to site investigations commencing) to planned depths of 3m below ground level with collection of soil and weathered rock samples for geotechnical, geochemical and geoenvironmental testing.

Fig. 2 below provides a plan view of approximate positions. Exact coordinates will be communicated by the client prior to works. All activities must be in accordance with relevant standards and controls, i.e. Specification for Ground Investigation in Ireland published by Engineers Ireland (2nd Edition 2016). Chemical sampling shall be in accordance with BS10175:2001.

Fig.2 - Lot 1 GI Works Location Map

Lot 2 – Main Site (Lower) Ground Investigation Works

Overview of Lot 2

Lot 2 comprises the Ground Investigation programme within the lower section of the Main Site. The investigation is intended to provide geotechnical and hydrogeological information to support the design of the lower reservoir, powerhouse, associated infrastructure and related civil engineering works.

Commencement of this Lot is subject to the statutory approvals described above.

Scope of Investigation of Lot 2

The scope of Lot 2 comprises:

Investigation Activity	Quantity
Geotechnical Rotary Boreholes	6
Hydrogeological Boreholes	7
Machine Excavated Trial Pits	17

Table 3 – Lot 2 Scope

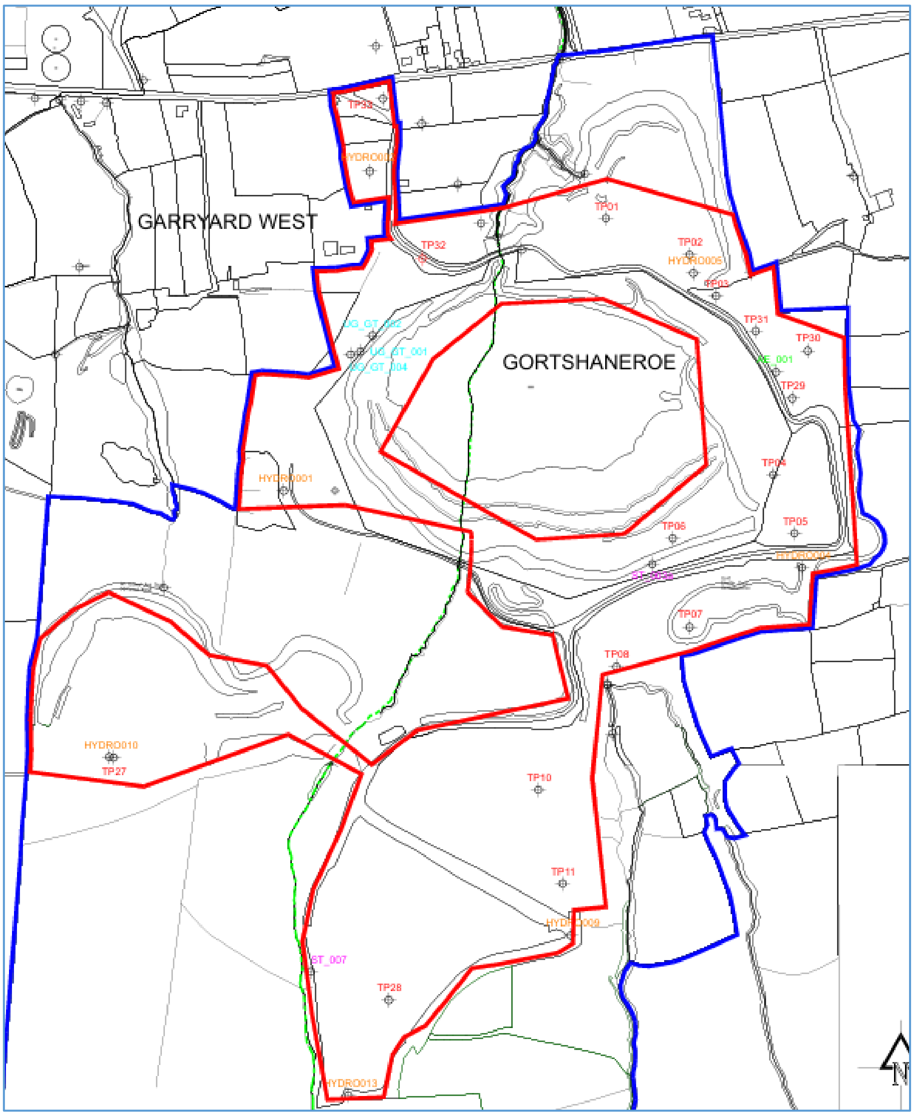

Fig. 3 - Lot 2 GI Works Location Map

Position ID	Easting (Irish Grid)	Northing (Irish Grid)	Z Datum (m OD)	Est EOH (m)	Dip (deg)	ITM Easting	ITM Northing
TP01	182842.45	171204.24	134.08	3+	N/A	582794	671234
TP02	182956.39	171154.61	134.11	3+	N/A	582908	671184
TP03	182992.74	171098.32	132.36	3+	N/A	582944	671128
TP04	183070.91	170854.81	168.75	3+	N/A	583022	670884
TP05	183099.83	170774.30	192.04	3+	N/A	583051	670804
TP06	182933.33	170767.26	174.15	3+	N/A	582885	670797
TP07	182956.78	170646.87	209.9	3+	N/A	582908	670676
TP08	182856.72	170592.15	193.54	3+	N/A	582808	670622
TP10	182750.41	170424.86	248.86	3+	N/A	582702	670454
TP11	182783.24	170296.66	279.28	3+	N/A	582735	670326
TP27	182171	170468	258.0	3+	N/A	582123	670498
TP28	182546	170137	314.45	3+	N/A	582498	670167
TP29	183095	170947	160	3+	N/A	583048	670988
TP30	183116	171012	150	3+	N/A	583069	671053
TP31	183045	171039	140	3+	N/A	582998	671080
TP32	182590	171138	120	3+	N/A	582544	671179
TP33	182538	171356	100	3+	N/A	582490	671397
ST_003a	182903	170721	190	150	45	582857	670762
ST_007	182440.17	170176.64	283.37	50	90	582392	670206
UG_GT_001	182507.4	171022.8	134.3	100	70	582459	671052
UG_GT_002	182524	171044.51	131.19	100	70	582476	671074
UG_GT_004	182494.97	171018.48	135.24	150	70	582446	671048
AE_001	183073	170983	150	50	90	583026	671024

Position ID	Easting (Irish Grid)	Northing (Irish Grid)	Z Datum (m OD)	Est EOH (m)	Dip (deg)	ITM Easting	ITM Northing
HYDRO001	182403.75	170832.16	173.89	125	90	582355	670862
HYDRO002	182520.58	171268.49	108.8	60	90	582472	671298
HYDRO004	183109.85	170727.25	192.2	143	90	583061	670757
HYDRO005	182961.09	171129.84	134.63	80	90	582913	671159
HYDRO009	182794.29	170225.15	286.7	30	90	582746	670255
HYDRO010	182165.37	170469.03	257.32	37	90	582117	670499
HYDRO013	182491	170007	333	60	90	582443	670037

Table 4 - Lot 2 GI Works Location Details

Lot 2 Geotechnical Borehole Details:

Geotechnical boreholes will be completed with Geobore-S coring (102 mm core diameter) through overburden, and PQ3 rotary coring with 83 mm core diameter in intact rock to a maximum depth of 150m. A triple-core barrel will be used to aid in core recovery.

Lot 2 Hydrogeological Borehole Details

The hydrogeological boreholes will be percussion boreholes, drilled with a percussion hammer as the hole is advanced. These boreholes are planned to be taken to a maximum depth of 143 m with an internal diameter of 140 mm. During the drilling process, it is proposed to use air flush to keep the hole clear and allow drilling to continue efficiently. No water or polymer flush will be used in these boreholes.

All boreholes will have groundwater monitoring wells installed to allow monitoring of groundwater levels and be finished as per the Ground Investigation Specification.

Lot 2 Trial Pit Details

Trial pits are to be completed with an excavator and will extend typically 3m or to refusal as per Investigation Supervisor instruction. In-situ and off-site tests will be performed on the material excavated from the trial pits.

Lot 3 – Main Site (Upper) Ground Investigation Works

Overview of Lot 3

Lot 3 comprises a limited Ground Investigation programme within the upper section of the Main Site. These works are located within environmentally designated lands, including the Silvermines Mountains West SAC and the Slievefelim to Silvermines Mountains SPA. Commencement of this Lot is subject to the statutory approvals described above.

Due to the environmental sensitivity of the area, the Contractor shall comply fully with all planning conditions, environmental controls, ecological mitigation measures and working restrictions applicable to the Services, as required under the statutory approvals in force at the time the Services are undertaken. The Contractor shall also comply with any reasonable directions issued by the Investigation Supervisor in relation to environmental protection, access restrictions, sequencing of the works and ecological supervision.

Scope of Investigation of Lot 3

The scope of Lot 3 comprises:

Investigation Activity	Quantity
Hydrogeological Borehole	1
Hand Auger Investigation Locations	16

Table 5 – Lot 3 Scope

Lot 3 Hydrogeological Borehole Details

Establishing one hydrogeological borehole which lies within both the Slievefelim to Silvermines Mountains SPA and the Silvermines Mountains West SAC.

Lot 3 Soil Sampling by Hand

The soil sampling investigations comprise 16 no. hand augured soil sample locations, including 15 no. locations within both the Silvermines Mountains West SAC and the Slievefelim to Silvermines Mountains SPA, and 1 no. additional location within the SPA only.

The figure and table below shows the location of all Lot 3 positions.

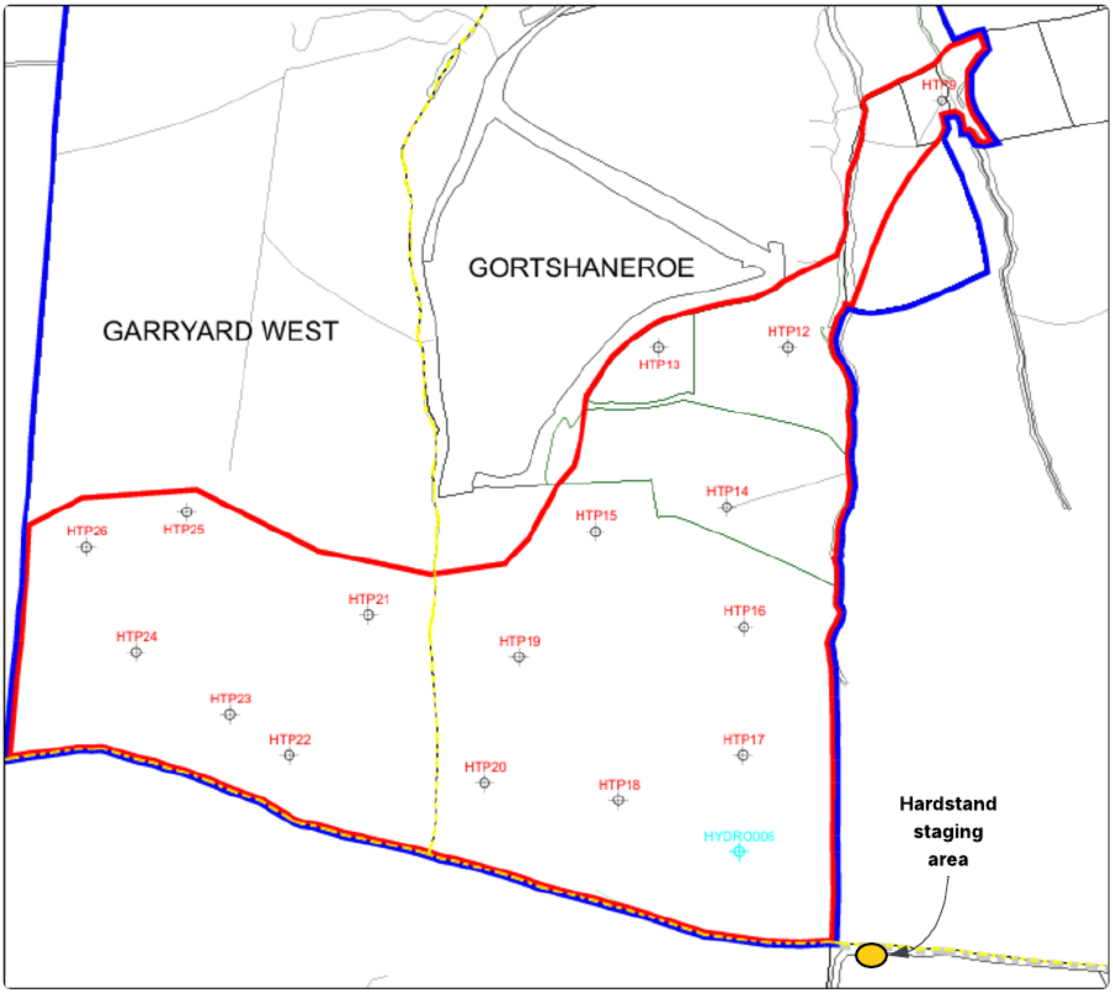

Fig. 4 - Lot 3 GI Works Location Map; Soil Sampling (red) and Borehole Position (turquoise)

Position ID	SAC/ SPA	Easting (Irish Grid)	Northing (Irish Grid)	Z Datum (m OD)	Estimated EOH (m)	Dip (deg)	ITM Easting	ITM Northing
HTP9	SPA Only	182973.20	170406.88	232.72	3+	N/A	582925	670436
HTP12	Both	182812.16	170147.35	300.64	1+	N/A	582764	670177
HTP13	Both	182677.71	170087.94	319.79	1+	N/A	582629	670117
HTP14	Both	182748.84	169980.84	345.42	1+	N/A	582700	670010
HTP15	Both	182611.26	169954.26	346.2	1+	N/A	582563	669984
HTP16	Both	182766.04	169854.99	376.31	1+	N/A	582718	669884
HTP17	Both	182765.65	169720.14	405.17	1+	N/A	582717	669750

Position ID	SAC/ SPA	Easting (Irish Grid)	Northing (Irish Grid)	Z Datum (m OD)	Estimated EOH (m)	Dip (deg)	ITM Easting	ITM Northing
HTP18	Both	182635.11	169673.24	435.76	1+	N/A	582587	669703
HTP19	Both	182531.14	169823.33	386.55	1+	N/A	582483	669853
HTP20	Both	182495.18	169691.21	435.79	1+	N/A	582447	669721
HTP21	Both	182374.79	169867.10	376.81	1+	N/A	582326	669897
HTP22	Both	182291.43	169720.27	448.42	1+	N/A	582243	669750
HTP23	Both	182229.39	169763.13	442.62	1+	N/A	582181	669793
HTP24	Both	182131.68	169828.01	440.11	1+	N/A	582083	669858
HTP25	Both	182184.05	169975.76	374.38	1+	N/A	582136	670005
HTP26	Both	182079.30	169938.24	401.05	1+	N/A	582033	669979
HYDRO006	Both	182761.5	169619.03	428.72	90	90	582713	669649

Table 6 - Lot 3 GI Works Location Details

The Contractor shall note that this Lot is subject to enhanced environmental controls as set out in the associated planning documentation. These include, but are not limited to:

- ecological protection measures and works supervision by an Ecological Clerk of Works (ECoW);
- weather-related working restrictions as determined by the investigation supervisor;
- compliance with approved access routes and plant movements;
- use of temporary measures where specified such as working platforms, bog mats, bunding, fencing, barriers;
- pollution prevention measures including fuel storage and refuelling protocols, spill response procedures, invasive species prevention, plant washdown procedures and peat protection measures;
- comprehensive reinstatement of all disturbed areas.

Appendix 2: Pricing Schedule

The tables below outline the format for presenting the price, as specified by the Contracting Authority. Tenderers are required to furnish rates and brief descriptions in each table in the TRD.

Pricing Schedule

The sub-headings and item descriptions identify the work covered by the respective items. The exact nature and extent of the work to be performed shall be ascertained by reference to the conditions of contract, the specification and appendices to the specification, as appropriate. The rates and prices entered in the Quotation Table shall be deemed to be the fully inclusive value of the work covered by the several items, including the following unless stated otherwise:

- Supervision, labour and all costs in connection therewith.
- The supply of materials, goods, storage, facilities and services, and all costs in connection therewith, including wastage and delivery to site.
- Plant and all costs in connection therewith.
- Fixing, erecting and installing or placing of materials and goods in position.
- All temporary works.

All general obligations, requirements, liabilities and risks involved in the execution of the investigation as set forth or implied in the documents on which the tender is based.

Establishment charges, overheads and profit.

Bringing plant and sampling and in-situ testing equipment to the site of each borehole; erecting, dismantling and removing on completion.

Removal of all equipment and services from site on completion.

All items shall be priced and where they are not priced they shall have €0.00 placed against them.

Professional attendance associated with the description of cores and samples and other duties as required by the Contract shall be included in the appropriate rates.

Rates for moving plant and equipment to the site of each borehole shall allow for the formation of access routes and making - good access routes and working areas on completion as required by the Contract, unless completed by the Employer.

Payment for forming boreholes shall be based on:

- Full thickness of strata investigated and described in accordance with the Specification.
- Depths measured from ground level.
- Depth measured from original ground level where an inspection pit has been excavated.
- Volume calculated as measured length x measured depth x specified width for trial and observation trenches.

Rates for forming boreholes shall allow for:

- Casing installation where necessary, and removal.
- Dealing with surface water.

- Backfilling with natural material recovered from borehole unless otherwise indicated in the Specification.
- Supply of daily report and preliminary log.
- Reinstatement of surface in areas.

Standing time shall be measured as the duration of time for which plant, equipment and personnel are standing on the instruction of the Employer or in accordance with the Contract. Standing time shall be paid for interruption of the formation of boreholes to record groundwater entry. The rates for standing time shall allow for:

- Plant equipment and personnel.
- Consequential costs.
- Changes in the programme of working.
- Recording information and preparing daily report.

The rates for hourly provision of pitting and trenching crews and equipment at locations as directed by the Employer shall allow for compliance with the requirements of the Contract, including preparation of records.

The rates for sampling and in situ testing shall allow for the standing time of associated plant. Where in situ testing is paid for on an hourly basis, the time measured shall be the actual time taken to carry out the test in accordance with the Employer's instruction and / or the Specification but excluding the time taken to erect and dismantle test equipment where this is itemised separately.

The rates for installation of instruments shall allow for:

- Clearing and keeping hole free of unwanted materials.
- All costs associated with equipment, installation, specified seals, surround, backfill materials excluding backfill below the instrument.
- Proving correct functioning.
- Time required to install instrument.
- The rate for installation shall not allow for standing time more than 30 minutes awaiting instructions from the Employer. If waiting more than 30 minutes from time of notification, standing time shall be paid to the Contractor.
- The rates for testing shall include for:
    - The supply of a copy of the preliminary test results to the Employer.
    - The cost of moisture content or density determinations where they form part of the test.

The rates for recording of water level shall allow for notices of re-entry to the Employer, owners or occupiers affected by the location or access route.

The rates quoted shall be exclusive of Value Added Tax.

The numbering and tables used below are based on the Engineers Ireland 2016 (2nd Edition) Specification for Ground Investigation document. All quantities are to be considered provisional and re-measurable. Payment for such quantities will be dealt with under Clause 3 of the Contract.

Quotation Table

Note: nr (number); m (metre);

General Items and Provisional Sums

Number	Item Description	Unit	Lot 1 Qty	Lot 1 Rate (€)	Lot 1 Tot (€)	Lot 2 Qty	Lot 2 Rate (€)	Lot 2 Tot (€)	Lot 3 Qty	Lot 3 Rate (€)	Lot 3 Tot (€)
A	**General Items and Provisional Services**										
A1	Mobilisation, establishment, demobilisation and removal of all personnel, plant, equipment, temporary works and site facilities required to complete the Lot	Sum	1			1			1		
A2	Investigation Programme, management, RAMS and PSCS obligations	Sum	1			1			1		
A3	Site Supervision	Sum	1			1			1		
A4	Traffic Management (where applicable; only the cable route trial pit may require traffic management)	Sum	1			0			0		
A5	Factual Ground Investigation Report (including digital copies)	Sum	1			1			1		
A6	AGS data submission and digital field records	Sum	1			1			1		
A7	Utility and service detection and clearance of exploratory locations	nr	12			15			0		
A8	Environmental management, ecological compliance and reinstatement obligations	Sum	0			0			1		
B	**Borehole Construction**										
B1	Move drilling plant and equipment to each borehole location, establish drilling platform and set up for drilling	nr	3			13			1		
B2	Cable percussion drilling through overburden to rockhead (to suit specified borehole construction)	m	15			0			0		
B3	Rotary coring in rock using Geobore-S (102 mm) through overburden and PQ3 (83 mm) triple core barrel in rock, including core recovery	m	30			600			0		

B4	Hydrogeological percussion borehole drilling (140 mm nominal borehole diameter), including air flush where required	m	0			535			90		
B5	Installation and completion of groundwater monitoring well including 50 mm uPVC standpipe, filter pack, bentonite seal, geo-sock, lockable headworks, protective surround and completion works	nr	3			13			1		
	**Lot 1 drilling metres remain subject to confirmation of anticipated rockhead depth.*										
C	**Exploratory Excavations**										
C1	Machine excavated trial pit, including excavation, logging, temporary support (where required), backfilling and reinstatement	nr	9			17			0		
C2	Hand auger investigation, including excavation, logging, backfilling and reinstatement	nr	0			0			16		
D	**Sampling**										
D1	Disturbed soil sample, including collection, preservation, labelling and transport (Provisional)	nr	12			30			16		
D2	Bulk disturbed sample (Provisional)	nr	9			17			0		
D3	Rock core sampling and core sub-sampling, including boxing, preservation, labelling and transport (Provisional)	m	30			600			0		
D4	Groundwater sample, including collection, preservation, labelling and transport (Provisional)	nr	3			13			1		
D5	Chemical/environmental soil sample (Provisional)	nr	9			30			16		
D6	Chemical/environmental groundwater sample (Provisional)	nr	3			13			1		
E	**In-situ Testing**										

E1	Standard Penetration Test (SPT) (Provisional)	nr	15			30			0		
E2	Hydraulic conductivity / variable head permeability test (Provisional)	nr	0			8			1		
E3	Packer permeability test (Provisional)	nr	0			4			0		
E4	Field XRF screening, where specified (Provisional)	nr	0			30			1		
E5	Hand shear vane test (Provisional)	nr	54			102			0		
E6	Plate load test (Provisional)	nr	5			0			0		
E7	Dynamic Cone Penetration (DCP) / in-situ CBR test (Provisional)	nr	5			0			0		
E8	Soakaway / infiltration test (Provisional)	nr	5			0			0		
E9	Thermal resistivity test (Provisional)	nr	5			0			0		
E10	Electrical resistivity test (Provisional)	nr	5			0			0		
F	**Groundwater Monitoring & Specialist Borehole Surveys**										
F1	Groundwater monitoring visit, including groundwater level measurement, field measurements (where specified) and recording (Provisional)	nr	9			39			3		
F2	Acoustic Televiewer (ATV) survey (Provisional)	nr	3			6			0		
F3	Downhole orientation survey (Reflex single-shot or equivalent) (Provisional)	nr	6			12			0		
G	**Laboratory Testing**										
G1	Geotechnical Soil Classification (Provisional)	suite	12			30			16		
G2	Geotechnical Soil Engineering (Provisional)	suite	6			15			0		
G3	Rock Engineering (Provisional)	suite	15			30			0		
G4	Environmental Soil (Provisional)	suite	12			30			16		
G5	Environmental Water (Provisional)	suite	3			13			1		
G6	Mine Waste Testing Suite (Provisional)	suite	0			17			0		

	**The constituent tests included within each Laboratory Testing Suite are defined below. The Investigation Supervisor shall determine the specific tests required within each suite. Tenderers shall allow for the complete suite.*										

Table 7 – Pricing Schedule

Laboratory Testing Suites referenced in the table above represent the following tests per suite. The pricing schedule is intended to be easily interpreted/completed by the tenderer. It is accepted that some variations, for example in the content of the test suites above vs. predefined lab test suites, may vary across tenderers and should be detailed in the tenderer response.

G1 – Geotechnical Soil Classification Suite

- Moisture Content
- Particle Size Distribution (Wet Sieving)
- Sedimentation by Hydrometer
- Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index)
- Organic Matter Content
- Loss on Ignition (LOI)
- Bulk/Dry Density

G2 – Advanced Geotechnical Soil Testing Suite

- Compaction Test
- Moisture Condition Value (MCV)
- Moisture Content / MCV Relationship
- Consolidation Test (76 mm)
- Consolidation Test (100 mm)
- Triaxial Shear Test
- California Bearing Ratio (CBR)
- Laboratory Permeability (Constant/Falling Head as appropriate)

G3 – Rock Engineering Testing Suite

- Point Load Strength Index
- Unconfined Compressive Strength (UCS)
- UCS including Young's Modulus and Poisson's Ratio
- Indirect Tensile (Brazilian) Strength
- Porosity and Density
- Natural Water Content
- Water Absorption
- Slake Durability
- Magnesium Sulphate Soundness
- Los Angeles Abrasion
- Deformability in Uniaxial Compression
- Liquid Limit of Weak Rock
- Ten Percent Fines (Soaked)

- Rock Abrasivity Testing

G4 – Environmental Soil Testing Suite

- CEN Compliance Leaching Test
- pH
- Acid Soluble Sulphate
- Water Soluble Sulphate
- Total Sulphur
- Chloride / Corrosion Assessment
- Metals & Metalloids
- Hydrocarbons (TPH)
- PAHs
- Asbestos Screen
- Waste Acceptance Criteria (WAC) Leachate

G5 – Environmental Groundwater Testing Suite

- General chemistry
- Major ions
- Metals
- Hydrocarbons
- PAHs

G6 – Mine Waste Testing Suite

- XRD
- Acid Base Accounting (ABA)
- Net Acid Generation (NAG)
- Contact Leach Test
- Paste pH

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement signed by the Tenderer.]

To: **Siga Hydro Limited (the "Contracting Authority")**

Re: **Request for Tenders for Ground Investigation Services**

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.

2. We accept all of the Terms and Conditions of the RFT, the Services contract and the Confidentiality Agreement and agree if awarded a Services contract to execute the Services contract at Appendix 4 to the RFT and the Confidentiality Agreement at Appendix 5 to the RFT.

3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.

4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.

5. We agree that, if awarded any Services contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.

6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.

7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.

8. We shall, if awarded any Services contract under the RFT, have in place on the Effective Date of the Services contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 4: Services contract

To be completed in conjunction with the successful Tenderer

Siga Hydro Ltd.

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for Ground Investigations Services

THIS AGREEMENT is made on the [date e.g. 2nd] day of [month] 2024 BETWEEN:

Siga Hydro Ltd. , of Units 8-9 Kenyon St, Nenagh, Co. Tipperary ("the Client");

and

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

(each a "Party" and together "the Parties").

WHEREAS:

A. By Request for Tender entitled "Ground Investigations" advertised via www.etenders.gov.ie dated insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:

   i. This Agreement and Schedules A to D attached hereto;

   ii. The RFT; and

   iii. The Submission.

2. The Contractor agrees to provide the Services described in Schedule B ("the Services" and/or the "Specification") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement:

   4.1 the Client's Contact is [name of contact person] of [address of contact person]; and

   4.2 the Contractor's Contact is [Contractor contact name] of [Contractor contact address.]

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

The Client reserves the right to extend the Term for a period or periods of up to six months with a maximum of 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 RFT.

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

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

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

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

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

Schedule A: Terms and Conditions

Contractor's Obligations

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

B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:

1. provide the Services in accordance with the Specification, the RFQ, 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. The Contractor acknowledges that it has been provided with a copy of the *Foresight Group – Supplier Code of Conduct*, November 2022 ("**Supplier Code**") and undertakes to comply, and procure compliance by its agents and Subcontractors, with the requirements of the Supplier Code in the provision of the Services.

3. comply with all local security and health and safety arrangements as notified to it by the Client;

4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement;

5. acknowledge that access to, and the timing and execution of, the Services may be subject to planning conditions, statutory approvals, ecological mitigation measures, environmental working restrictions, seasonal constraints, weather conditions and site access restrictions. The Contractor shall comply with all such requirements and shall programme and execute the Services accordingly. Where directed by the Client or the Investigation Supervisor, the Contractor shall suspend, postpone or resequence the Services to ensure compliance with such requirements;

6. not specify for use in the Project any materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry as at the time of specification as:

   (a) posing a threat to the health and safety of any person;

   (b) posing a threat to the structural stability, performance or physical integrity of the Project or any part or component of the Project;

(c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project; or

(d) not being in accordance with any relevant Irish standards, British standard, relevant code of practice, good building practice, or the latest Good Practice in the Selection Of Construction Materials published by the British Council for Offices; and

7. perform the Services in a timely fashion in accordance with any programme for the performance of the Services Programme or, in the absence of a programme, with due expedition and without delay.

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

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

E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.

G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;

ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;

iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;

iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

J. The contractor agrees that any information relating to this agreement can be checked, reviewed and audited by the European Climate, Infrastructure and Environment Executive Agency (CINEA) under the powers delegated by the European Commission, the European Court of Auditors, and the European Anti-Fraud Office.

2. Key Personnel

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

3. Payment

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

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any

queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

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

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

E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. Warranties, Representations and Undertakings

A. The Contractor acknowledges, warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;

4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;

5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

6. the status of the Contractor, as declared in their TRD remains unchanged

7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;

8. it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;

9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFQ. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

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

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

5. Remedies

A. Subject to clause 5(E), 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, any act or omission, breach of contract, breach of duty, insolvency, 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 reasonable skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.

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

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

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

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not exceed the total fee payable

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:

20% of the sum due under such payment ("the **Retention Amount**") which Retention Amount shall not at any given time exceed ten per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

6. Intellectual Property

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

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

C. All IPR title and interest in all reports, data manuals, designs and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams, drawings) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely. The Contractor shall provide all digital deliverables and associated source data in their native editable electronic formats together with any associated metadata reasonably required by the Client to use and maintain such information.

D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. The Contractor grants to the Client a royalty-free non-exclusive licence to use the Contractor's Pre-existing IPR to the extent necessary to enable the Client to derive the full benefit of the Services and the Materials. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

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

(i) procure the necessary rights for the Client to continue use;

(ii) replace the relevant deliverable with a non-infringing equivalent;

(iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

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

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

7. Confidentiality

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

1. its professional advisers subject to the provisions of this clause 7; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or

4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information.

The obligations in this clause 6 will not apply to any Confidential Information:

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

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

D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall 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.

E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. Force Majeure

A. A '**Force Majeure Event**' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the **Affected Party**") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 90 calendar days the Client may terminate this agreement on 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 fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. Termination

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one month's written notice to the Contractor.

B. Either Party shall have the right (in addition to its rights (if any) under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other Party commits any material breach of any provision of this Agreement and fails to remedy such breach(s) (if the breach(s) is 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.

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

F. If this Agreement is terminated by the Client in accordance with clause 9(a) or by the Consultant in accordance with clauses 9(b), the Client shall pay to the Contractor any amount which:

(i) is already due for payment; and/or
(ii) would otherwise have fallen due for payment

under clause 3 of this Agreement in respect of Services performed up to the date of termination and which has not otherwise been the subject of payment as at the date of the termination.

G. If this Agreement is terminated by the Client in accordance with clauses 9(b) or 9(c), the Contractor shall reimburse the Client on demand for all losses, costs and expenses in connection with such termination, including the additional costs of procuring a replacement contractor to carry out any unperformed Services.

H. Payment under clause 9(f) shall be the Contractor's sole entitlement to compensation for termination of this Agreement.

I. Except as set out in clause 9(f), the Client shall not be liable to the Contractor for:

(i) any costs, expenses, disbursements or losses;
(ii) any loss of profits, loss of business, loss of fees, loss of reputation or other similar losses; or
(iii) any indirect losses or consequential losses

arising out of or in connection with the termination of the Contractor's engagement under this Agreement.

J. Upon termination, the Contractor shall forthwith release and hand over to the Client any and all Materials and all other documents reasonably required by the Client, including, but not limited to, equipment, supplies, records and work-in-progress, whether in the form of documents, plans, calculations, drawings, computer data or other material in any medium, and any other materials or documents provided or prepared in connection with the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them.

10. Contract Management

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

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;

2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;

3. comply with all reasonable directions of the Client;

4. comply with the service levels and performance indicators set out in Schedule D;

5. notify the Client if the Project is delayed or is likely to be delayed, setting out the cause of the delay and its likely duration.]

6. provide the Client and the Investigation Supervisor with not less than two (2) Business Days' written notice prior to commencing the Services at each investigation location or work area, unless otherwise agreed in writing;

7. immediately notify the Client and the Investigation Supervisor of any unexpected ground conditions, contamination, mine workings, archaeological discoveries, protected species, environmental incidents or any other matter that may materially affect the Services or the Project;

8. comply with all reasonable instructions issued by the Client or the Investigation Supervisor in relation to the planning, sequencing and execution of the Services, including changes to investigation locations, depths, quantities, testing requirements or methodologies. Any instruction that constitutes a Variation shall be dealt with in accordance with Clause 24;

9. maintain complete and accurate site records throughout the performance of the Services and make such records available to the Client upon request; and

10. promptly report any matter which is likely to affect the programme, quality, safety or environmental performance of the Services together with the Contractor's proposed mitigation measures.

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 comply with all reasonable instructions issued by the Client or the Investigation Supervisor in relation to the planning, sequencing and execution of the Services. Without limitation, the Investigation Supervisor may instruct changes to investigation locations, depths, orientations, quantities, testing requirements, sequencing, methodologies or other aspects of the Services where reasonably required having regard to site conditions, health and safety requirements, environmental constraints or the needs of the Project.

Where any such instruction constitutes a Variation to the Services, it shall be dealt with in accordance with the Change Control Procedure set out in Clause 9.

E. The Client may, either directly or through the Investigation Supervisor, instruct the Contractor in writing to suspend all or part of the Services where reasonably required due to statutory approvals, planning requirements, environmental or ecological constraints, health and safety considerations, site access restrictions, adverse weather conditions or any other matter affecting the Project.

Upon receipt of such instruction, the Contractor shall immediately suspend the affected Services, secure the Site, protect all completed and partially completed work, and comply with any further reasonable instructions issued by the Client or the Investigation Supervisor.

The Contractor shall not recommence the suspended Services until instructed to do so in writing by the Client.

Any adjustment to the programme, the Services or the Charges arising directly from such suspension shall, where applicable, be dealt with in accordance with Clause 24 (Change Control Procedure).

11. Disputes

A. In the event of any dispute arising out of or relating to this Agreement (the "**Dispute**"), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to Kevin Galvin within the Contractor and to Darren Quinn 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.

H. If a settlement of the dispute or difference is not reached by way of mediation within a period of forty (40) Business Days of appointment of the mediator (or such longer period agreed between the Parties) either party may institute court proceedings in relation to the dispute or difference.

12. Governing Law, Choice of Jurisdiction and Execution

A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and, subject to clause 11, 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.

C. This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same agreement.

D. Each party may evidence their execution of this Agreement by transmitting by fax or by email a signed signature page of this Agreement in PDF format together with the final version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement. Each party adopting this method of execution will, following circulation by fax or by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

E. Each party agrees that any signature required for the execution of this Agreement may be an electronic signature (as defined by the Electronic Commerce Act 2000) and such a signature has the same effect as a handwritten signature.

F. This Agreement shall not be effective until each party has executed and delivered one counterpart.

13. Notices

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;
2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
3. if communicated by email, on the next calendar day following transmission.

14. Assignment and Subcontract

A. The Client may freely assign or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the Contractor. The Contractor may not assign or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the Client. 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 part, such consent not to be unreasonably withheld or delayed. The Contractor shall remain responsible to the Client notwithstanding any services it sub-contracts to a third party. 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.

C. Within five business days of receiving a written request from the Client, the Contractor shall, without being entitled to compensation, promptly execute and deliver a novation agreement in such form as the Client may reasonably require, which novates the rights and obligations of the Contractor from the Client to any third party and on execution of the novation agreement the Contractor shall, if requested by the Client and provided that the Client retains some legal interest in the Project, execute a Collateral Warranty in favour of the Client and the execution of the novation agreement shall not affect any such Collateral Warranty.

15. Entire Agreement

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

16. Severability

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

17. Waiver

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

18. Non-exclusivity

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

19. Media

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

20. Conflicts, Registrable Interests and Corrupt Gifts

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

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

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

21. Access to Premises

A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. Equipment

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("**Equipment**").

B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.

D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:

i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and

ii. replace such item with a suitable substitute item of Equipment.

E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. Non Solicitation

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

24. Change Control Procedure

A. At any time during the Term of this Agreement, either Party may propose a change or changes including to any part or parts of this Agreement ("a **Change Request**").

B. The change control procedures set out in this Schedule will apply to all Change Request irrespective of whether the Contractor or the Client proposes the change.

C. A change control notice ("**Change Control Notice**") shall be prepared for all Change Requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("**Impact Assessment**").

D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

E. The Parties must indicate their acceptance or rejection of the Change Request and/or Impact Assessment within a reasonable timeframe of its completion submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

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

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

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

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

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data.

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

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

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

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

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

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

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

iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

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

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

L. The Contractor shall:-
(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

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

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

M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

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

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

26. Additional Conditions

A. Notwithstanding any other provision of this Agreement, other than with the prior written consent of the Client, the Contractor has no authority to:

(i) make (or instruct any other Contractor to make) any material alteration to the Project or the relevant member's services;

(ii) vary, terminate, or waive compliance with the terms of the appointment of any Other Contractor or any agreement between the Client and any third party or enter into any contract, commitment or undertaking on behalf of the Client (without its prior written consent).

B. Within five business days of receiving a written request from the Client, the Contractor shall forward to the Client collateral warranties in such form as the Client may reasonably require (a "**Collateral Warranty**") executed by it in favour of each beneficiary identified by the Client in the written request or in favour of the Client pursuant to clause 14(c). Such request may be made at any time before or after completion of the Services.

C. If the Contractor fails to execute and deliver up to the Client a Collateral Warranty in favour of each Beneficiary identified by the Client in its written request or in favour of the Client pursuant to clause 14(c) within five (5) Business Days of receiving a written request from the Client, no further monies shall become due to the Contractor under this Agreement unless and until any such outstanding Collateral Warranty has been executed and delivered to the Client.

D. The Parties acknowledge that the commencement of Services relating to Lots 2 and 3 is subject to the Client obtaining the relevant statutory approvals. The Client intends to proceed with Lots 2 and 3, subject to the relevant statutory approvals being obtained. However, where the relevant statutory approvals have not been obtained, or are granted subject to conditions that materially affect the proposed Services, the Client may defer the commencement of, suspend, amend the scope of, or, where necessary, decide not to proceed with the affected Lot. The Contractor shall have no entitlement to compensation, loss of profit or other payment arising solely from any such deferment, suspension, amendment, or decision not to proceed.

Schedule B: Services: The Specification

Schedule C: Charges

Schedule D: Service Levels

Appendix 5: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 2024 BETWEEN:

Siga Hydro Limited, of Units 8-9 Kenyon Street, Nenagh, Co. Tipperary. (hereinafter “the Contracting Authority”) of the one part;

and

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

WHEREAS

A. By Request for Tenders dated 18th November 2024 entitled “Ground Investigations” (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Services described in Appendix 1 to the RFT (the “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

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

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

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 Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

   2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement “Data Protection Laws” for the purposes of this RFT shall means data protection and information privacy laws of Ireland and the European Union including but not limited to, the Data Protection Acts 1988-2018, the European Communities (Electronic Communications Netservices and Services) (Privacy and Electronic Communications) Regulations 2011, the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), and any legislation from time to time which implements or amends the GDPR or Directive 2002/58/EC all as amended or replaced from time to time, and any other legislation, codes of practice guidance, guidelines and/or opinions regarding data protection produced by the European Data Protection

Board (formerly the Article 29 Working Party) and of the Data Protection Commission 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 Client is the Data Controller and the Contractor/Service Provider is the Data Processor in respect of Confidential Information which is Personal Data. **Schedule A below** 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 10(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 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 Commissioner 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 11 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

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

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

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

M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement

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

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

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