

**Request for Tenders dated 4<sup>th</sup> August 2026 to  
establish a  
Multi Supplier Framework Agreement for the  
provision of  
Procurement Support Services (Goods and  
Services) For Services Contracts with an  
Estimated Value of €50,000**

**Tender Reference: PAS139F**

**Tender procedure: Open procedure Tender**

**Deadline: 12:00pm (Noon) 8<sup>th</sup> September 2026**

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- 1.1 The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the “Contracting Authority”) is issuing this request for tenders (“RFT”) as a central purchasing body for use by the Framework Clients (defined below). The Office of Government Procurement (the “OGP”) is an office within the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation tasked with sourcing goods and services on behalf of the public service. References to the Contracting Authority will be deemed to include the OGP.

(The Contracting Authority invites tenders (“Tenders”) from economic operators (“Tenderers”) for appointment to a multi-supplier framework agreement (the “Framework Agreement”)] for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

- 1.2 The Services comprise procurement support and assistance in connection with goods and services procurements conducted under the Open and Restricted procedures. Each SRFT will identify whether the assignment concerns an Open or Restricted procedure and the procurement stage or stages for which support is required.

This Framework may be used for operational procurement support requirements with an estimated total value of €50,000 excluding VAT or more. Requirements below €50,000 excluding VAT are outside the scope of the Framework.

The Framework Member shall adapt its approach and deliverables to the procedure, stage, timetable and governance arrangements specified by the Framework Client.

It is not necessary for every assignment to include all activities described in this Appendix.

The indicative activities that a Framework Member may be required to perform are set out in Appendix 1. In summary, the Service is to support the contracting authority to:

- draft and assemble tender documentation (for example instructions to tenderers, the European Single Procurement Document set-up, selection and award criteria, evaluation and scoring sheets, draft contract provisions and notices) using approved OGP templates or other authorised templates where the Client is required to do so.

Templates shall be tailored only to the extent necessary to reflect the Framework Client’s approved requirement, procedure, governance arrangements and assignment-specific circumstances.

The Framework Member may propose drafting, formatting or usability improvements but shall not materially amend an approved legal or policy template without Framework Client approval and any required legal or policy review.

- support the development and structuring of requirements and specifications, working with the contracting authority and its technical and subject-matter experts, with responsibility for the technical content remaining with the authority and its technical experts
- manage clarifications and the administration of the procedure on the eTenders platform;
- coordinate and facilitate the evaluation process, including moderation governance and

documentation, without displacing the evaluation committee's decisions

- prepare award and standstill documentation and the materials supporting the contracting authority's award decision
- assemble a Regulation 84-aligned, audit-ready handover file at the close of each assignment and
- transfer knowledge to the Client's team through tidy files, completed templates and handover notes.
- Where required by the SRFT, the Framework Member shall prepare, organise or assist in completing the procurement records and draft reporting materials necessary to support the Framework Client's procurement file, including Regulation 84 documentation where applicable.

The nature and extent of this support shall reflect the activities performed under the Services Contract. The Framework Member is not responsible for records relating to procurement stages or decisions outside its assignment unless expressly required and the necessary information is made available to it.

The Framework Client remains responsible for approving the statutory procurement record and satisfying its legal record-keeping obligations.

The Framework Member may prepare, coordinate, administer, document and quality-assure procurement activities within the scope of an assignment. The Framework Client remains responsible for determining its requirements and procurement approach, obtaining any necessary legal, policy, technical or specialist advice, approving procurement documents and making all exclusion, selection, evaluation, award and contract-execution decisions.

The Framework does not provide a general legal, strategic, policy, technical, ICT, management-consultancy or managed contract-administration service.

The activities described in Appendix 1 are indicative and non-exhaustive. An SRFT may include an activity not expressly listed only where it is ancillary or closely related to the Procurement Support described in Appendix 1 and remains within the overall nature and advertised scope of the Framework.

### 1.3 Framework Agreement

This competition will result in the establishment of a single Framework Agreement for the provision of Procurement Services.

A maximum of **18 Framework Members** will be appointed to the Framework Agreement, subject to sufficient suitable tenders being received.

| Description                                         | Minimum Number of Framework Members | Maximum Number of Framework Members |
|-----------------------------------------------------|-------------------------------------|-------------------------------------|
| Procurement Support Services for Goods and Services | 5                                   | 18                                  |

Membership of the Framework Agreement will be determined based on the evaluation of Tenders received in response to this Request for Tender (RFT).

References throughout this RFT to the "Framework Agreement" shall be deemed to refer to the Framework Agreement established under this competition.

The OGP has considered whether the Framework should be divided into lots in accordance with Regulation 46 of the Regulations. It has decided to establish a single lot because the Services comprise a common and integrated procurement-support capability applicable across the Open and Restricted procedures; individual requirements will vary primarily by scale, duration, grade mix and Client need rather than by a distinct technical specialism.

#### **Tender Response Format and Submission of Tenders**

Tenderers are required to complete and submit the Tender Response Document ("TRD") provided as a separate attachment to this RFT, in accordance with the requirements set out in Section 2.6. Completion of the TRD is a mandatory requirement of this Competition. The purpose of the TRD is to simplify and streamline the tender response process for Tenderers and to facilitate a consistent and efficient evaluation process for the Contracting Authority.

Tenderers may submit one Tender only in response to this Competition whether alone, as consortium member or relied-on delivery entity, except disclosed non-exclusive subcontracting where permitted. The Tender must comprise a fully completed TRD together with all supporting documentation required under this RFT. Failure to complete and submit the TRD in the format specified may result in the Tender being deemed non-compliant.

Tenderers must complete and submit all three Parts of the Tender Response Document ("TRD") as three separate documents:

- **Part A — Selection Criteria, Tenderer Statements and Declarations;**
- **Part B — Qualitative Award Criteria (Non-Cost); and**
- **Part C — Cost Award Criterion.**

Tenderers must not combine Parts A, B and C into a single document.

The completed TRD must be submitted in accordance with the submission requirements set out in Section 2.6 of this RFT. The Tenderer's response in the TRD must address all requirements of this RFT and provide all information requested by the Contracting Authority.

Only one Tender submission shall be accepted from each Tenderer for consideration under this Competition

1.4 It is anticipated that a **minimum of 5 and a maximum of 18 members** (each a “Framework Member”) will be appointed to the Framework Agreement. The following entities (each a “Framework Client”) may award (or “call off”) contracts (each a “Services Contract”) under the Framework Agreement in accordance with the rules set out in the form of Framework Agreement set out at Appendix 5. The Contracting Authority is also a Framework Client.

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);
2. Entities in the Irish health sector including but not limited to the Health Service Executive (HSE) and the Health Information and Quality Authority (HIQA), provided that such entities are contracting authorities within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
3. Contracting authorities which are Third Level Educational Institutions (including universities, technical universities, institutes of technology and members of the Education Procurement Service);
4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
5. An Garda Síochána (Police);
6. The Irish Prison Service; and  
The Defence Forces.

- 1.5 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 Framework Agreement that may result from this Competition will be for a term of 48 months (“the Term”).
- 1.6 NA
- 1.7 The Contracting Authority estimates that the maximum aggregate expenditure under the Framework Agreement may amount to approx €20 million excluding VAT over the 48-month Framework Term. This is an estimate only and does not constitute a commitment or guarantee as to the value or volume of Services that may be awarded.
- 1.8 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts 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.

### 2.1 IMPORTANT NOTICES

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

**2.1.2** The Contracting Authority / Framework Client 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 Framework Agreement and/or a Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

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

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

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

The award of a Framework Agreement or a Services Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that neither the Contracting Authority nor any Framework Client shall be under any obligation to purchase any minimum value of Services under any Framework Agreement.

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

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

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data

has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

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

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

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

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

## 2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document (“eESPD”). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;:
  - (i) the information contained in it continues to be correct; and
  - (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out within this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

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

Tenderers will be assessed on a pass/fail basis against each of the compliance requirements set out below. Subject to paragraph 2.2.1 and the Contracting Authority’s obligations under applicable law, a Tenderer that fails a compliance requirement may be excluded from further participation in the Competition. The Contracting Authority reserves the right, where legally permissible and appropriate, to seek clarification or further information or to waive a requirement that it considers to be non-material or administrative error.

| No. | Compliance requirement                                                                                                                                                                                                                                                    | Assessment  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1   | The Tender has been submitted through the eTenders postbox facility by the Tender Deadline and in the format and structure required by the RFT.                                                                                                                           | Pass / Fail |
| 2   | The Tenderer has completed and submitted a valid eESPD, together with any separate eESPD required in respect of a consortium member, Subcontractor or other entity on whose capacity the Tenderer relies.                                                                 | Pass / Fail |
| 3   | The Tenderer has completed and submitted the required Tender Response Documents, including a response to each qualitative Award Criterion set out in paragraph 3.3.1 of the RFT.                                                                                          | Pass / Fail |
| 4   | The Tenderer has completed and submitted Part C of the Tender Response Document, including a daily rate for each of the four Functional Profiles, in accordance with Appendix 2 to the RFT.                                                                               | Pass / Fail |
| 5   | The daily rate submitted for each Functional Profiles is equal to or below the applicable maximum capped daily rate set out in paragraph 3.3.1 and Appendix 2 to the RFT. A rate exceeding the applicable maximum capped daily rate will constitute a compliance failure. | Pass / Fail |
| 6   | The Tenderer has submitted all declarations, confirmations and signed documents required by the RFT, including the Tenderer’s Statement at Appendix 3 and any conflict-of-interest declaration required by the RFT.                                                       | Pass / Fail |

|   |                                                                                                                                                                                     |             |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 7 | The Tender remains valid for the Tender validity period specified in paragraph 2.10.3 of the RFT and has been submitted in the English language in accordance with paragraph 2.6.3. | Pass / Fail |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|

## 2.3 FRAMEWORK AGREEMENT AND SERVICES CONTRACT

- 2.3.1 The award of Services Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.
- 2.3.2 Tenderers should also note the terms and conditions of the Services Contract set out at Appendix 6 to this RFT.
- 2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 to this RFT by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the Services Contract.

## 2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

## 2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

## 2.6 TENDER SUBMISSION REQUIREMENTS

### 2.6.1

The Contracting Authority is using the postbox facility on eTenders and tender responses must be submitted electronically via the eTenders postbox facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will not be accepted.

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

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

Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

- Email: [irish-eproc-helpdesk@eurodyn.com](mailto:irish-eproc-helpdesk@eurodyn.com)
- Phone: +353-818001459

### Accessing documents

It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

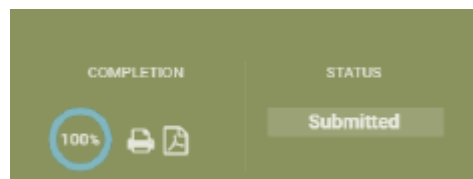
- a) Log-in to the system;
- b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- c) Click on the hyperlink for the competition which will bring you to the Cft Workspace
- d) In the Show Cft Menu for the competition click on the “Expression of Interest” in the drop down menu
- e) (e) Complete the “Association with the Cft” tab.
- f) (f) This will then provide you with a link to “Tender” under the Show Cft Menu

### Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:

If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say OFFLINE, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.



**PLEASE UPLOAD YOUR RESPONSE AS A ZIP FILE TO PROTECT THE INTEGRITY OF YOUR FILE NAMES.**

### Tender Submission Structure

Tenderers must upload their Tender as a ZIP file containing the completed documents and supporting evidence required by the RFT.

The ZIP file must contain, as separate files:

1. any separate eESPD required in respect of a consortium member, Subcontractor or other entity on whose capacity the Tenderer relies;
2. the completed TRD Part A — Selection Criteria, Tenderer Statements and Declarations;
3. the completed TRD Part B — Qualitative Award Criteria (Non-Cost);
4. the completed TRD Part C — Cost Award Criterion;
5. the signed Tenderer’s Statement at Appendix 3; and

6. each other declaration or supporting document expressly required to be submitted with the Tender.

Each document must be uploaded as a separate file within the ZIP file. Tenderers must not combine Parts A, B and C of the TRD into one document.

- 2.6.2 Tenders must be received not later than 12:00pm (Noon) 8th September 2026 (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT

- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF reader. The Contracting Authority is not responsible for corruption in electronic documents. Documents should not be saved with a filename containing any of the following characters: ~ " # % & \* : < > ? / \ { | }.

## 2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Queries will be accepted no later than **12:00 Noon on 25<sup>th</sup> August 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact potential Framework Clients regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right, at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on [www.etenders.gov.ie](http://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, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

## 2.9 CONFIDENTIALITY

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

## 2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for **12 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 6 to this RFT.
- 2.10.6 The professional-grade rates submitted by a successful Tenderer and accepted at Framework establishment shall become that Framework Member's initial maximum Framework Rates.  
No increase to a Framework Member's maximum Framework Rates shall be permitted before the second anniversary of the Effective Date of the Framework Agreement.

### Base Month and Review Index

For the purpose of the first Rate Review:

- the Base Month shall be the calendar month immediately preceding the first anniversary of the Effective Date;
- the Base Index shall be the All Items Consumer Price Index for Ireland published by the Central Statistics Office for the Base Month;
- the Review Month shall be the calendar month immediately preceding the second anniversary of the Effective Date; and
- the Review Index shall be the All Items Consumer Price Index for Ireland published by the Central Statistics Office for the Review Month.

For example, if the Effective Date of the Framework is 15 December 2026:

- the Base Month will be November 2027; and
- the Review Month for the first Rate Review will be November 2028

### Review Requests

*No review before month 24; thereafter CPI capped at 3% per review, non-retrospective and never above absolute caps.*

On the second anniversary of the Effective Date, and on each subsequent anniversary during the Framework term, a Framework Member may submit a written request to the Contracting Authority for a review of its maximum Framework Rates.

For the first review, the percentage movement in CPI shall be calculated as follows:

$$\text{CPI percentage movement} = ((\text{Review Index} \div \text{Base Index}) - 1) \times 100$$

For each subsequent review:

- the index figure used as the Review Index for the previous approved review shall become the new Base Index and
- the period between that index month and the new Review Month shall constitute the applicable reference period.

This ensures that the same CPI movement is not counted more than once.

#### **Maximum Permitted Increase**

Any increase shall be limited to:

- the percentage increase in CPI over the applicable reference period; or
- 3%,

**whichever is lower.**

Accordingly:

- where CPI increases by less than 3%, the maximum permitted increase shall be limited to that lower percentage;
- where CPI increases by more than 3%, the maximum permitted increase shall be 3%; and
- where CPI is unchanged or decreases, no upward adjustment shall apply.

Any permitted increase shall:

- be applied only to the Framework Member's then-current maximum Framework Rates
- not cause a rate to exceed the published maximum capped daily rate for the relevant professional grade
- take effect only after the Contracting Authority has approved the adjustment in writing and
- apply from the effective date stated in the Contracting Authority's written approval.

Only one adjustment may be approved in respect of a Framework Member's maximum Framework Rates at each applicable anniversary.

Where the percentage increase in CPI over the applicable reference period exceeds 5%, the maximum permitted increase shall be 5%. Where the percentage increase in CPI is less than 5%, the maximum permitted increase shall be limited to that lower percentage. Where CPI is unchanged or decreases, no upward adjustment shall apply

#### **No Automatic or Retrospective Adjustment**

An adjustment shall not:

- arise automatically
- apply retrospectively
- compensate for an adjustment not requested or approved in an earlier review period
- carry forward any CPI movement above the 5% maximum from one review period to another
- permit recovery of the difference between the Framework Member's submitted rate and the published maximum capped daily rate or

- cause a rate to exceed the published maximum capped daily rate for the relevant professional grade.

The Framework Member shall provide the calculation and any information reasonably required by the Contracting Authority to verify the requested adjustment.

The Contracting Authority may approve, partially approve or reject the requested adjustment in accordance with this clause and the Framework Agreement.

Where an adjustment is approved, the adjusted rate shall become the Framework Member's revised maximum Framework Rate for the relevant professional grade. The Framework Member may continue to tender a lower rate in any Mini-Competition.

#### **Published Absolute Rate Ceilings**

The following published maximum capped daily rates shall remain the absolute ceilings throughout the Framework term:

| Functional profile                       | Absolute maximum capped daily rate, excluding VAT |
|------------------------------------------|---------------------------------------------------|
| Level 4 — Expert Procurement Lead        | €1,500                                            |
| Level 3 — Lead Procurement Specialist    | €1,200                                            |
| Level 2 — Procurement Specialist         | €1,000                                            |
| Level 1 — Procurement Support Specialist | €800                                              |

*The Personnel Grades are the functional capability profiles described in Appendix 1, section 1.14. The grade assigned to work shall be determined by the competence, autonomy, responsibility and complexity of that work and not by the corporate or organisational title of the person proposed or deployed*

#### **Replacement, Rebasing or Discontinuance of CPI**

If the CPI is rebased, replaced, discontinued or materially altered, the Contracting Authority may use:

- the applicable conversion factor published by the Central Statistics Office; or
- the official successor index published by the Central Statistics Office.

Any such adjustment shall preserve, as nearly as reasonably practicable, the economic effect of the original indexation mechanism and shall not increase the 5% maximum applying to the relevant review.

#### **Application to Services Contracts**

This clause governs the maximum Framework Rates applying to Mini-Competitions issued after an approved adjustment takes effect.

An adjustment to a Framework Member's maximum Framework Rates shall not automatically amend:

- a Services Contract already awarded
- a fixed price accepted under an existing Services Contract
- a daily or hourly rate accepted under an existing Services Contract or
- another price or payment term under an existing Services Contract.

The prices and rates applying to an existing Services Contract shall remain governed by that Mini Competition Services Contract.

The Client may state whether a separate price-review provision will apply during the term of the proposed Services Contract. Any adjustment under a Mini Competition Services Contract must be expressly provided for in that Services Contract and shall not arise solely

because the Framework Member's maximum Framework Rates have been adjusted under this clause

## **2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW**

- 2.11.1** In the performance of any Services Contract awarded, the successful Tenderer(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3** The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

## **2.12 PUBLICITY**

No publicity regarding this Competition or any Framework Agreement, Mini Competition, or 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, any Framework Client, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority or any Framework Client 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/Subcontractor. The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at [www.irishstatutebook.ie](http://www.irishstatutebook.ie). The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or a Mini-Competition or terminating any Framework Agreement and / or Services Contract entered into by a Tenderer.

## **2.14 ANTI-COMPETITIVE CONDUCT**

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

## **2.15 INDUSTRY TERMS USED IN THIS RFT**

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

## **2.16 FREEDOM OF INFORMATION**

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

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

## **2.17 TAX CLEARANCE**

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

## **2.18 CONFLICTS OF INTEREST**

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

## **2.19 WITHDRAWAL FROM THIS COMPETITION**

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

## 2.20 SITE VISIT

### 2.20.1 *Not Used*

## 2.21 INSURANCE

### 2.21.1 The successful Tenderer(s) shall be required to hold for the term of any Services Contract awarded pursuant to Mini-Competition **insurances of the type and to the minimum level specified in the SRFT.**

Tenderers should note that they are not obliged to have insurances in place in order to enter into a Framework Agreement with the Contracting Authority.

The types of and minimum levels of insurance required are not likely to exceed the following insurances unless otherwise determined by the Framework Client. Framework Clients reserve the right to request additional levels of cover on a case-by-case basis depending on the value of the services contract

Tenderer's Daily Ceiling Rates must include for all cost factors related to the insurances set out in Table below, including those insurances that may be required by the Framework Client(s).

In the case of Employer's Liability and Public Liability Insurance policies, an indemnity to Principals clause should be included, and these document/s should be made available to the Contracting Authority upon request prior to the award of (and shall be a condition of) any Services Contract.

| Type of Insurance                                                                                                                                                                                                                                          | Indemnity Limit                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Employer's Liability</b>                                                                                                                                                                                                                                | €13 Million limit for any one claim or series of claims arising out of a single occurrence and unlimited in the period of insurance |
| <b>Public Liability</b>                                                                                                                                                                                                                                    | €6.5 Million limit for any one claim or series of claims arising out of a single occurrence per period of insurance.                |
| <b>Product Liability</b>                                                                                                                                                                                                                                   | N/A                                                                                                                                 |
| <b>Professional Indemnity</b>                                                                                                                                                                                                                              | Minimum €500,000 limit for any one claim period of insurance                                                                        |
| <b>Crime Insurance</b>                                                                                                                                                                                                                                     | €100,000 Any one claim, including cover for social engineering and third-party theft.                                               |
| <b>Cyber Insurance/data protection liability (where the contract involves the clients data)</b>                                                                                                                                                            | €500,000 Any One Claim and in the aggregate per insurance policy year                                                               |
| <i>The Contracting Authority reserves the right to require increased levels of Professional Indemnity and Cyber Liability insurance, which may be assessed on a case-by-case basis having regard to the nature, scope profile of the Services Contract</i> |                                                                                                                                     |

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract arising from a Mini-Competition pursuant to the Framework Agreement,

- i. they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified in the relevant SRFT,
- ii. the territorial limits and jurisdiction of its insurance policies include Ireland and
- iii. they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Framework Member(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 and the Framework Client 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.

### 3.1 COMPLIANT TENDERS

- 3.1 Only those Tenderers who have:-
- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
  - (b) Declared by way of eESPD that either:
    - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
    - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
  - (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

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

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

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

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

- (i) a Declaration in the form attached at Appendix 4;

- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any subcontractor, supplier, or other entity on whose capacity the prime contractor relies does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition *unless* it replaces the entity concerned with one which meets all relevant requirements of this RFT.

## 3.2 SELECTION CRITERIA

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

Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

### 3.2.A Economic and Financial Standing

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

#### 1. Turnover

The Tenderer must demonstrate an average annual turnover of at least €100,000 excluding VAT over the three most recent financial years for which accounts are available or, where it has traded for less than three years, over the period for which accounts are available.

*NOTE: the turnover criterion applies to the tendering entity or the combined resources lawfully relied upon*

#### **Required evidence**

An auditor's/accountant's statement for the period covered by the accounts to confirm the Tenderer's turnover for each of the three most recent financial years for which accounts are available or, where establishment is more recent, for each year the Tenderer has been established

#### 2. Solvency

The Tenderer must demonstrate that it is able to pay its debts as they fall due.

#### **Required evidence**

A letter from the Tenderer's principal auditor/accountant confirming that the Tenderer is able to pay its debts identified on the current statement of assets and liabilities as they fall due

*A Tenderer relying on another entity's capacity to meet this requirement is jointly liable for performance, as permitted by the Regulations.*

Prior to award of a place on the Framework Agreement, or when requested by the Contracting Authority, Tenderers will be required to provide the supporting evidence as noted above.

Tenderers must provide the supporting documentation without delay when requested. Where a Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must explain the reason and, where the Contracting Authority accepts it as valid, provide other suitable documentation demonstrating its economic and financial capacity to the Contracting Authority's satisfaction.

### 3.2.B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirements set out below and that they can provide the supporting documentation without delay when requested.

Comparability will be assessed having regard to the nature of the work, the procurement procedure supported, the responsibilities undertaken, the complexity of the assignment and the outputs delivered. Contract value will not, on its own, determine whether an example is relevant.

Where a Tenderer relies on experience or capacity belonging to another entity or to particular personnel, it shall demonstrate that the relevant capacity will be available for the performance of the Framework

#### Reliance on Another Entity

A Tenderer may rely on relevant capacity or experience held by a consortium member, subcontractor or other entity in accordance with the RFT and applicable procurement law. The Tenderer must identify the entity, the capacity or experience relied upon, the entity's proposed delivery role, and the commitment or other evidence required to show that the relevant resources will be available. Experience of a parent, associated or group entity is not attributed automatically.

#### 3.2.B 1. Relevant Experience and Contract References — Pass/Fail

The Tenderer must provide **three contract references** demonstrating experience in providing the public procurement support services set out in the Requirements and Specification:

1. one contract relating to an **Open Procedure**;
2. one contract relating to a **Restricted Procedure**; and
3. one contract relating to either an **Open or Restricted Procedure**, at the Tenderer's choice.
4. At least one of the three references must demonstrate that the Tenderer provided procurement support services with a value of not less than €50,000 excluding VAT. That reference may relate to either an Open Procedure or a Restricted Procedure.

A contract may relate to:

- a single procurement project or assignment; or
- a defined period of operational procurement support provided during the term of a contract.

Each contract reference must:

- have been completed within the previous five years
- The relevant period
- the procurement support services provided during that period;
- the Open or Restricted Procedure experience relied upon;
- the Tenderer's responsibilities;
- the outputs delivered; and
- the value of the procurement support services provided during the relevant period
- have been performed for a public body
- relate to the procurement of goods or services

- concern a procedure conducted in accordance with Directive 2014/24/EU and applicable national implementing legislation and
- demonstrate that the Tenderer provided support across all of the following stages
- procurement planning and preparation
- preparation of procurement and tender documents
- management or support of the tender process, including clarifications
- support for tender evaluation and evaluation-panel moderation
- support for contract award, standstill and contract finalisation and
- maintenance and handover of a complete and auditable procurement record.

#### **Information required for each reference**

The Tenderer must provide:

- the name of the public body;
- a description of the goods or services being procured;
- the procurement procedure used;
- the start and completion dates of the assignment;
- the value of the procurement support services provided, excluding VAT;
- a brief description of the services and stages supported;
- the Tenderer's role;
- the main outputs delivered; and
- the name, position and contact details of a referee.

Where the Tenderer relies on the experience of a consortium member, subcontractor or other entity, that entity must perform the part of the Services for which its experience is relied upon.

#### **Verification Provision**

The Tenderer must provide three acceptable references meeting all the requirements above.

The references must comprise:

- one Open Procedure
- one Restricted Procedure and
- one further Open or Restricted Procedure.

The Contracting Authority may contact the referees to verify the information provided. If a referee does not respond, the Contracting Authority may request alternative evidence relating to the same contract.

Where verification establishes that information provided by the Tenderer is materially inaccurate or misleading, the Contracting Authority may reject the Tender in accordance with applicable procurement law and the provisions of this RFT

**Initial submission evidence:** three completed Previous Experience Evidence Templates, limited to two A4 pages per contract example. Signed reference letters are required only if subsequently requested. The Contracting Authority may verify references using the named contact.

### 3.2.B 2. Capacity to Resource the Services— Pass/Fail

The Tenderer must demonstrate that, at the Tender Deadline, it has or will have access to sufficient personnel resources to provide each of the four Functional Profiles identified in Appendix 1 during the Framework Term.

Capacity may be demonstrated through:

- the Tenderer's own personnel
- consortium members
- Subcontractors or
- another entity whose resources will be available to the Tenderer in accordance with this RFT.

This Selection Criterion assesses only whether the Tenderer has access to sufficient personnel resources across the four Functional Profiles in Appendix 1.

Personnel or resource arrangements identified at selection stage are evidence of available capacity only. They will not automatically constitute Key Personnel or personnel proposed for a future Services Contract.

**Evidence required:** Complete A10 — Resource Capacity Schedule in TRD Part A.

The Resource Capacity Schedule will be assessed on a pass/fail basis only. Information supplied under A10 will not be comparatively evaluated or used to support a score under Q2.

|                                                                                                 |
|-------------------------------------------------------------------------------------------------|
| <b>Initial submission evidence:</b> this is required as part the initial response in TRD Part A |
|-------------------------------------------------------------------------------------------------|

### 3.2.B 3. Information-Security Capability — Pass/Fail

The Tenderer must demonstrate that it has established information-security arrangements appropriate to its organisation, delivery model and the nature of the Services.

The arrangements must address:

- information and access controls
- secure handling and storage of information
- incident response and recovery
- relevant third-party technology risks and
- personnel awareness or training.

This Selection Criterion assesses, on a pass/fail basis, whether the Tenderer has established information-security arrangements appropriate to its organisation, delivery model and the nature of the Services.

The assessment is limited to the existence of arrangements dealing with:

- information and access controls
- secure handling and storage of information
- incident response and recovery
- relevant third-party technology risks and
- personnel awareness or training.

No particular certification, proprietary system or enterprise-scale information-security arrangement is required. Equivalent documented arrangements appropriate to the Tenderer's organisation and delivery model will be accepted.

Q3 assesses how the Tenderer proposes to apply governance, information-handling and security controls to the delivery of the Services. It does not reassess the existence of the arrangements considered under this Selection Criterion.

**Evidence required:** A concise summary, confirming the established arrangements used by the Tenderer to address the five matters listed above

Tenderers should not include an assignment-specific secure-delivery methodology in this selection-stage response. The proposed application of security controls to the Services should be addressed only under Q3 in TRD Part B

|                                                                                                 |
|-------------------------------------------------------------------------------------------------|
| <b>Initial submission evidence:</b> this is required as part the initial response in TRD Part A |
|-------------------------------------------------------------------------------------------------|

#### 3.2.B 4. Quality-Management Arrangements — Pass/Fail

The Tenderer must demonstrate that it has established quality-management arrangements appropriate to the Services.

The arrangements must address:

- responsibility for quality
- document and version control
- review and approval of material deliverables
- corrective action and
- maintenance of assignment records.

No particular certification, accreditation or form of management system is required. Equivalent documented arrangements appropriate to the Tenderer's organisation and delivery model will be accepted.

The scale, duration, certification status or sophistication of the Tenderer's quality-management arrangements will not be comparatively evaluated under this Selection Criterion and will not, by itself, attract marks under Q1.

Q1 assesses how the Tenderer proposes to apply quality-assurance controls to the delivery of the Services. It does not reassess the existence of the arrangements considered under this Selection Criterion

**Evidence required:** A concise summary, confirming the established arrangements used by the Tenderer to address the five matters listed above. Supporting policies, certifications or other documentary evidence may be requested subsequently for verification.

Tenderers should not include their proposed Framework delivery methodology in this selection-stage response. The application of quality assurance to the Services should be addressed only under Q1 in TRD Part B

|                                                                                                 |
|-------------------------------------------------------------------------------------------------|
| <b>Initial submission evidence:</b> this is required as part the initial response in TRD Part A |
|-------------------------------------------------------------------------------------------------|

### 3.3 AWARD CRITERIA FOR SELECTION AS A FRAMEWORK AGREEMENT MEMBER

3.3.1 Appointment to the framework will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

| No. | Quality criterion                                                                                            | Marks | Minimum marks | Page limit |
|-----|--------------------------------------------------------------------------------------------------------------|-------|---------------|------------|
| Q1  | Service Delivery, Quality Assurance, Knowledge Transfer and Support for Sustainable Procurement Requirements | 200   | 120           | 6          |
| Q2  | Resourcing, Role Allocation, Grade Integrity and Delivery Continuity                                         | 120   | 72            | 3          |
| Q3  | Governance, Audit-Readiness Information Security and Responsible Technology Use                              | 80    | 48            | 3          |
|     | Total quality marks                                                                                          | 400   |               | 12         |

A Tenderer must achieve at least 60% of the marks available for each qualitative criterion. Failure to achieve the minimum threshold for any qualitative criterion will render the Tender disqualified for appointment.

The page limit for Q2 includes the illustrative resourcing model. One page of the Q2 response may be presented in landscape orientation for this purpose.

All text, tables, diagrams and examples forming part of a response count towards the applicable page limit. Cover pages and criterion-specific introductory pages also count towards the page limit.

Material exceeding the applicable page limit will not be evaluated. Unused pages from one criterion may not be transferred to another criterion.

#### Q1 — Service Delivery, Quality Assurance, Knowledge Transfer and Support for Sustainable Procurement Requirements

Tenderers are required to describe their proposed approach to providing adaptable, reliable and audit-ready Procurement Support for Goods and Services.

The response should address:

- mobilisation and proportionate assignment planning
- use and tailoring of approved templates
- assignment-level quality assurance, including review of material deliverables, identification and correction of errors, confirmation of Framework Client instructions and approvals, and control of document versions
- eTenders administration, clarifications and procurement communications
- evaluation and moderation support, while preserving Framework Client decision-making
- preparation of award, standstill and outcome materials
- management of dependencies, approvals and delivery risks
- preparation of clear and auditable records appropriate to the Services performed
- proportionate handover, including support with Regulation 84 documentation where required
- assignment-specific knowledge transfer and provision of usable handover materials and
- the proposed method for supporting the incorporation and documentation of green or socially responsible procurement requirements specified or approved by the Framework Client.

In addressing sustainable procurement support, the Tenderer should explain how it will, where relevant:

- identify potentially applicable national GPP criteria, templates or guidance for Framework Client consideration and use those criteria, templates or guidance where specified or approved by the Framework Client
- coordinate with the Framework Client and its subject-matter experts where specialist input is required
- incorporate Framework Client-approved requirements into procurement documentation
- review the drafting and operational application of Framework Client-approved requirements to support their clear, proportionate and measurable incorporation into procurement documentation
- maintain an appropriate record of the source, consideration, application and Framework Client approval of the relevant requirements, including, where requested, support in documenting a Framework Client decision not to use otherwise applicable national GPP criteria and
- identify and escalate any matter requiring environmental, scientific, technical, legal, policy or other specialist advice outside the scope of the Framework.

The Tenderer should explain how its proposed approach will be adapted to assignments of differing value, duration, complexity.

Tenderers are not required to address every activity in equal detail. Having regard to the six-page response limit, the response should focus on the material features of the proposed methodology and should not reproduce general corporate policies or information already provided at selection stage.

The response should present a clear and integrated methodology providing assurance that the Services will be delivered consistently and to the required standard.

Where an established quality-management arrangement is referred to, marks will be based only on the Tenderer's explanation of how that arrangement will be applied in practice to the delivery of the Services

**NOTE: Sustainable procurement assessment boundary**

*The sustainable procurement element of Q1 concerns the Tenderer's proposed method for providing procurement support. It does not assess the Tenderer's general corporate environmental or social performance or its capacity to provide separate sustainability consultancy services.*

*No additional marks will be awarded merely because the Tenderer:*

- *has general corporate ESG or corporate social-responsibility policies*
- *has organisation-wide environmental or carbon-reduction commitments unrelated to the Services*
- *holds environmental accreditations or certifications not required for performance of the Services;*
- *employs or has access to a larger number of sustainability specialists or*
- *has general sustainability consultancy capability.*

*Marks will be based on the clarity, credibility and practical effectiveness of the Tenderer's proposed method for incorporating, documenting and quality-assuring Framework Client-approved sustainable procurement requirements as part of the procurement Services.*

*The Framework Client remains responsible for determining and approving the environmental and social requirements to be included in its procurement.*

**Q2 — Resourcing, Role Allocation, Grade Integrity and Delivery Continuity**

Tenderers are required to describe their proposed approach to resourcing and managing the delivery of the Services under the Framework.

The response should demonstrate how the Tenderer will ensure that it is capable of performing the range of Services covered by the Framework and should address:

- allocation of responsibilities across the four Functional Profiles
- selection and deployment of personnel with capability appropriate to their assigned responsibilities
- development of a proportionate grade and resource mix for individual assignments

- mobilisation and coordination of assignment resources
- supervision and quality-review arrangements
- management of overlapping assignments
- integration of consortium members, Subcontractors or other delivery partners, where applicable
- continuity during performance
- personnel replacement and handover
- avoidance of unnecessary use of higher Functional Profiles and
- maintenance of grade and pricing integrity.

Tenderers must include one concise illustrative resourcing model for a representative Framework assignment. The illustrative model should identify:

- the Functional Profile allocated to each principal activity or deliverable
- the responsibilities allocated to each Functional Profile
- the capability required for the responsibilities allocated to each Functional Profile
- the proposed supervision and quality-review arrangements
- how personnel would be selected and assigned at the appropriate Functional Profile
- how unnecessary use of higher Functional Profiles would be avoided; and
- how the proposed resource allocation would support effective and value-for-money delivery.

The illustrative resourcing model is intended to demonstrate the Tenderer's proposed approach.

***Tenderers should not identify named personnel or submit CVs at Framework-establishment stage. Named personnel, their availability and their suitability for a particular assignment may be requested and evaluated under the relevant Mini-Competition***

Marks will be based on:

- the credibility and effectiveness of the proposed method for selecting and assigning personnel with capability appropriate to the required responsibilities;
- the credibility and proportionality of the proposed grade and role allocation;
- the effectiveness of the proposed mobilisation, deployment, supervision and coordination arrangements;
- the proposed approach to managing overlapping assignments;
- the credibility of the proposed continuity, replacement and handover arrangements;
- the effective integration of consortium members, Subcontractors or delivery partners, where applicable;
- the proposed controls for maintaining grade and pricing integrity; and
- the extent to which the approach supports effective, efficient and value-for-money delivery of the Services.

*Marks will not be awarded for the size of the Tenderer's workforce or general or excess capacity beyond the selection minimum*

Any resourcing, deployment, supervision, continuity or grade-integrity commitment relied upon to obtain marks under Q2 shall form part of the successful Tenderer's Framework delivery commitments

### **Q3 — Governance, Audit-Readiness Information Security and Responsible Technology Use**

Tenderers are required to describe their proposed approach to governance, procurement integrity, audit-readiness information handling and secure delivery of the Services.

The response should address:

- governance, Framework Client sign-off and escalation;
- preservation of Framework Client decision ownership;
- identification and management of actual, potential or perceived conflicts of interest;
- creation and maintenance of clear and audit-ready records;

- secure handling of Framework Client information;
- assignment access controls;
- use of approved systems and communication channels;
- management of access by personnel, Subcontractors and relevant third-party providers;
- identification and notification of information incidents;
- management of relevant digital tools;
- appropriate human review of material outputs; and
- proportionate application of controls according to assignment risk.

Where AI or automated tools may be used, the Tenderer should explain how confidential information, human review, transparency and Framework Client decision ownership will be protected.

This criterion assesses the proposed application of controls to delivery of the Services. It does not reassess the information-security capability assessed under Selection Criterion 3.2.B.3.

Tenderers are not required to propose the use of AI, and no additional marks will be awarded merely for proposing particular technologies, certifications or enterprise-scale systems.

## Qualitative Marking Methodology

Each qualitative criterion will be assessed holistically using the following published rating scale.

| Rating                | Score           | Descriptor                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exceptional</b>    | <b>90-100%</b>  | A comprehensive, compelling and highly credible response that addresses all material aspects of the criterion. The response demonstrates extensive understanding and provides an exceptionally high level of assurance through specific, relevant and persuasive supporting evidence. Any weaknesses are minor and have no material effect on the assurance provided |
| <b>Excellent</b>      | <b>80 - 89%</b> | A detailed, robust and highly credible response that addresses the criterion to a very high standard. The response demonstrates a thorough understanding and provides a high level of assurance through relevant supporting evidence. Any weaknesses or omissions are minor and do not materially affect the proposed delivery of the requirement                    |
| <b>Very Good</b>      | <b>70-79%</b>   | A clear, credible and well-supported response that addresses the material aspects of the criterion. The response demonstrates a strong understanding and provides substantial assurance that the requirement will be delivered. The response may contain limited weaknesses or omissions, but these do not materially undermine the overall approach                 |
| <b>Satisfactory</b>   | <b>60-69%</b>   | An acceptable response that demonstrates an adequate understanding of the requirement and provides the minimum required assurance that the criterion will be met. The response may contain identifiable weaknesses, limited detail or limited supporting evidence, but these do not prevent the response from providing the minimum required assurance               |
| <b>Unsatisfactory</b> | <b>0-59%</b>    | A response that does not provide sufficient assurance that the criterion will be met. The response may be incomplete, unclear, generic, inadequately supported, materially inconsistent with the requirement or subject to one or more material weaknesses. The nature and significance of the deficiencies will determine the score within the band                 |

### Page Limits

- A4 page size; minimum 10-point font; minimum 2 cm margins; single or greater line spacing.
- Portrait orientation, except one landscape page within Q2 for the illustrative resourcing model.
- All text, tables, diagrams and examples count. Cover pages and dividers within a criterion count.
- Only material within the applicable page limit is evaluated. Unused pages cannot be transferred.
- Unrequested appendices, policies, brochures, certificates, CVs, case studies or external links are not evaluated.

### Cost Assessment — Blended Daily Rate (600 Marks)

The cost element will be assessed using a standardised Blended Daily Rate. Tenderers must complete the Daily Rate Card at C2 of Part C of the Tender Response Document, replicated for information in Appendix 2.

A maximum daily rate, excluding VAT, must be entered for every professional grade. The Tenderer need not employ a separate permanent person at each grade but must demonstrate access to all four grades, be capable of providing each grade and enter a genuine deliverable rate, taking account of any delivery partner relied upon.

Each submitted professional-grade rate must:

- be expressed in euro;
- be exclusive of VAT;
- be equal to or below the published maximum capped daily rate for the relevant grade;
- represent the maximum daily rate at which the Tenderer is prepared to provide that grade of Services, subject only to any adjustment expressly permitted under the Framework Agreement; and
- be used in calculating the Tenderer's standardised blended daily rate.

Each Tenderer shall submit a daily rate for each profile at or below the published absolute cap.

The standardised blended daily rate is calculated using the fixed Framework-establishment evaluation mix below.

| Functional Profile                       | Absolute cap, ex. VAT | Fixed mix |
|------------------------------------------|-----------------------|-----------|
| Level 4 — Expert Procurement Lead        | €1,500                | 5%        |
| Level 3 — Lead Procurement Specialist    | €1,200                | 35%       |
| Level 2 — Procurement Specialist         | €1,000                | 45%       |
| Level 1 — Procurement Support Specialist | €800                  | 15%       |

**Standardised Blended Daily Rate = (Level 4 Rate × 0.05) + (Level 3 Rate × 0.35) + (Level 2 Rate × 0.45) + (Level 1 Rate × 0.15)**

The compliant Tender with the lowest Blended Daily Rate will receive 600 marks. Each other compliant Tender will receive a proportionate score calculated as follows:

**Cost score = Lowest compliant Blended Daily Rate ÷ Tenderer's Blended Daily Rate × 600.**

The fixed evaluation mix is used solely to provide a consistent basis for comparing Tenders at Framework-establishment stage. It does not:

- guarantee any volume or value of Services;
- prescribe the personnel or grade mix for a Mini-Competition or Services Contract
- require a Framework Client to purchase Services at each Personnel Grade; or
- entitle a Framework Member to deploy or charge for a Personnel Grade that is not appropriate to the responsibilities specified in the relevant SRFT.

The Framework Client will identify the applicable responsibilities, Personnel Grades and pricing basis in the relevant SRFT.

Work shall be priced at the Personnel Grade applicable to the responsibility and complexity of the work specified in the SRFT, irrespective of the corporate title or organisational seniority of the person proposed or deployed.

Cost marks will be rounded to two decimal places.

Any professional-grade rate exceeding the applicable published maximum capped daily rate will constitute a compliance failure and may result in the Tender being excluded from further consideration in accordance with the compliance provisions of the RFT.

The fixed mix is solely for Framework-establishment comparison and does not prescribe the resource mix for a Services Contract. Submitted and accepted grade rates become the Framework Member's initial maximum Framework Rates, subject only to the approved rate-review mechanism. A rate above the applicable absolute cap is a compliance failure under the RFT.

#### **Status of the Daily Rate Card**

The individual professional-grade rates entered in the Daily Rate Card will not be separately scored under the Award Criteria. The rates will be used to:

- calculate the Tenderer's evaluated standardised blended daily rate
- establish the Tenderer's maximum Framework Rate for each professional grade
- support like-for-like price comparison at Framework-establishment stage and
- establish the maximum grade-based rates that the Tenderer may tender under subsequent mini-competitions.

Failure to complete the Daily Rate Card, or failure to enter a rate for each of the four professional grades, may result in the Tender being deemed non-compliant and excluded from further consideration in accordance with the compliance provisions of the RFT.

#### **Status of Submitted Rates**

Submitted and accepted grade rates become the Framework Member's initial maximum Framework Rates. Subject only to an approved adjustment under clause 2.10.6, the Framework Member may offer lower rates but may not exceed its applicable Framework Rate. The difference between a submitted rate and the published cap creates no entitlement to increase the submitted rate.

#### **Working Day and Rate Inclusions**

One day is eight (8) hours, exclusive of breaks. Rates are in euro, exclusive of VAT and inclusive of all costs required to provide the Services, including travel, subsistence and materials.

Framework Rates, hourly rates, blended rates and fixed prices shall include all travel, subsistence, materials, software, administration and incidental expenses necessary to deliver the Services.

No separate travel, subsistence or expense payment will be made. Framework Clients shall take this into account when specifying on-site attendance requirements

#### **Grade and pricing integrity**

Work is priced at the grade of responsibility rather than internal seniority. A higher-graded person performing lower-grade work attracts the lower rate. An approved upward substitution does not increase an accepted grade rate, blended rate or fixed price. Substitution approval, continuity, handover, verification and contractual consequences are governed by the Services Contract.

#### **Ranking and admission to the Framework**

All tenders that pass the compliance, exclusion and selection stages and meet the minimum quality thresholds are ranked in descending order of total score. The 18 highest-ranked tenderers are admitted to the single lot of the Framework. The membership number is set above the level current competition requires so that the closed Framework can absorb supplier attrition and demand growth across the term without returning to market, while remaining large enough to sustain genuine competition at mini-competition stage.

### **Tie-break**

Quality marks out of 400 and cost marks out of 600 will be added. Where eligible Tenders are tied at the appointment boundary, the higher score under the highest-weighted qualitative criterion will rank higher. If still tied, the qualitative criteria will be compared in descending order of available marks: Q1, Q2, and Q3. If still tied, the higher cost score will rank higher.

**3.3.5** Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, appointment to the framework of the highest ranked Tenderer(s) (as determined by paragraph 3.3.1) will be conditional upon:

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

**3.3.6** Tenderers should take note that, where a Services Contract is awarded by way of Mini-Competition, the Contracting Authority will require the Framework Member to whom it has decided to award the Services Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) above. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above, then the Contracting Authority may proceed to offer the Services Contract to the next highest-ranked Tenderer.

## **3.4 PRESENTATION OF PROPOSALS**

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

### 3.5 STANDSTILL PERIOD

- 3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the lowest ranking preferred bidder in respect of each award criterion assessed by the Contracting Authority.

### 3.6 RETURN OF SIGNED FRAMEWORK AGREEMENT(S)

- 3.6.1 The successful Tenderer(s) must sign and return the Framework Agreement(s) in duplicate to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to offer a Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

## Appendix 1: Requirements and Specifications

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### 1.1 Nature purpose and scope

This Framework gives Framework Clients access to Procurement Support Services (Goods and Services) procured under the Open and Restricted procedures.

The estimated total value of each Services Contract awarded under the Framework must be at least €50,000 excluding VAT.

The Services supplement a Framework Client's capacity to plan, prepare, administer, evaluate, award, mobilise and document a procurement procedure. The Framework Member shall provide only the Services specified in the relevant SRFT.

The Framework Client remains responsible for:

- determining its business and procurement requirements,
- selecting and approving the procurement procedure and approach,
- approving procurement documentation,
- making all exclusion, selection, evaluation and award decisions,
- obtaining legal, policy, technical or specialist advice where required,
- executing the resulting contract, and
- maintaining its statutory procurement record.

The Framework does not provide general legal, strategic, policy, technical, ICT, environmental, scientific or management consultancy, or managed contract administration.

#### 1.1.1 Application of the Requirements

The Framework covers a range of Procurement Support Services for Goods and Services. The nature, scale, duration, complexity and risk of individual assignments will vary between Framework Clients.

Unless expressly stated to apply to every assignment, the activities and deliverables described in this Appendix are illustrative of the Services that may be required and do not constitute a requirement that every activity or deliverable must form part of every Services Contract.

The SRFT will identify, as appropriate:

- the procurement support requirement and procurement stage or stages,
- the activities and deliverables,
- the Open or Restricted procedure to which the assignment relates,
- the responsibilities of the Framework Client and Framework Member,
- required Personnel Grades,
- milestones, approvals, reporting and delivery arrangements,
- security, confidentiality and data-protection requirements, and
- the pricing model.

An SRFT may refine the Services to meet the Framework Client's procurement and governance requirements. A refinement must remain within the scope and overall nature of the Framework and must not amend or override the Framework Agreement or Services Contract.

## Core Operating Principle and general requirements

The Framework Member supports the procurement process. The Framework Client remains responsible for the procurement strategy, requirements, evaluation, award decision, contract execution and statutory procurement record.

Within the scope of an assignment, a Framework Member may prepare, coordinate, administer, quality-assure and record procurement activities for Framework Client review and approval. A Framework Member shall not make or approve a procurement decision on behalf of a Framework Client, exercise a statutory discretion reserved to a Framework Client or provide legal advice.

The Framework Member shall apply proportionate assignment-level quality assurance appropriate to the nature and significance of the relevant deliverable of the client.

The Framework Member shall:

- perform the Services professionally, impartially and with appropriate care, skill and diligence,
- apply quality assurance proportionate to the importance and risk of each deliverable,
- verify material deliverables against Framework Client instructions and approvals,
- identify and correct material errors,
- maintain document and version control, and
- escalate material issues promptly.
- provide for clear responsibility for preparing and reviewing material deliverables
- provide for verification against Framework Client instructions and approvals
- provide for identification and correction of material errors
- provide for document and version control and
- escalation of material issues.

The Framework Member may exercise professional judgement in administering and delivering the assigned Services. Any recommendation must be limited to delivery and must not constitute legal, policy, strategic, financial, technical or other specialist advice

The SRFT may identify particular deliverables requiring specified review or approval arrangements because of their importance or risk.

The Framework Member may exercise professional judgement in relation to the administration and delivery of the Services included in the SRFT. Any recommendation made by the Framework Member shall be limited to the delivery of the assignment and shall not constitute legal, policy, strategic, financial, technical or other specialist advice.

## 1.2 Scope of Services

The Services comprise procurement support for the planning, preparation, administration, evaluation, award, mobilisation and handover stages of goods and services procurements conducted under the Open and Restricted procedures.

The Framework Member may support the procurement process, including market research, procurement planning, preparation of procurement documents, tender administration, evaluation support, award, contract finalisation and handover.

The Framework Client remains responsible for providing or obtaining the subject-matter expertise required to define, assess and approve the underlying technical or specialist requirements.

Subject to the relevant SRFT, the Services may include:

- procurement planning, timetable and governance support,
- preliminary market-consultation support,
- preparation and tailoring of procurement documents using approved templates,
- supporting subject-matter experts to structure and present approved requirements and specifications, while responsibility for the underlying requirement and technical content remains with the Framework Client,
- preparing draft selection and award criteria, weightings, questions and scoring materials based on Framework Client instructions,
- eESPD and eTenders administration,
- clarification management and procurement communications,
- coordination and documentation of evaluation and moderation,
- preparing materials that record and support the Framework Client's award decision,
- preparing standstill, outcome and contract-award materials,
- pre-contract, contract-finalisation and mobilisation support,
- preparing agreed contract-management information or a simple contract-management tool for handover,
- maintaining clear and auditable records relating to the Services performed,
- supporting Regulation 84 reporting and handover where specified, and
- assignment-specific knowledge transfer.

An SRFT may include another activity only where it is directly related to the Services above, remains within the advertised scope, can be delivered through the established Personnel Grades and pricing arrangements, and does not transfer a Framework Client decision or statutory responsibility to the Framework Member.

The Framework Member is required to perform only the activities included in the SRFT or subsequently instructed in accordance with the Services Contract

This list is indicative and non-exhaustive. An SRFT may include an activity not expressly listed only where that activity

- is ancillary or closely related to the Procurement Support for Goods and Services described in this Appendix
- falls within the advertised scope and overall nature of the Framework
- does not constitute a separate legal, strategic, policy, technical, ICT, environmental, scientific or management-consultancy service
- does not transfer a Framework Client decision or statutory responsibility to the Framework Member and
- can be delivered through the professional grades and pricing arrangements established under the Framework.

The Framework Member will be required to perform only those activities identified in the SRFT or subsequently instructed in accordance with the Services Contract.

### **1.3 Services outside the scope**

Unless expressly identified as an ancillary activity falling within the advertised scope, the Services do not include:

1. legal advice, legal opinions, legal representation or determination of the legal interpretation of legislation, policy, guidance or contractual terms
2. public procurement policy development or organisational procurement strategy
3. general transformation, restructuring, business-process or management consultancy

4. independent determination or approval of a Framework Client's business, functional, technical, security, performance or requirements
5. the provision of ICT, cybersecurity, AI, data protection, engineering, scientific, environmental or other technical or specialist consultancy as the underlying service required by the Framework Client (*This does not prevent the Framework Member from providing Procurement Support Services for the procurement of those goods or services. The Framework Member shall not define, validate or approve the underlying specialist requirements unless that work falls within its procurement-support role and is based on information approved by the Framework Client and its subject-matter experts.*)
6. works or works-related consultancy services governed by the Capital Works Management Framework
7. procurement procedures other than the Open and Restricted procedures
8. training
9. ongoing management or administration of a contract awarded through a supported procurement
10. management of claims, disputes, contract remedies, supplier performance or variations under an awarded third-party contract
11. making decisions on behalf of a Framework Client or
12. exercising any statutory function or discretion reserved to a Framework Client.

A Framework Member may identify and escalate a matter requiring legal, policy, technical or specialist consideration and may provide relevant factual records and operational information to support the Framework Client and its advisers.

### 1.5 Indicative Activities

The table below illustrates the type of tasks that may be required under the Framework. The list is indicative of the support likely to be required; it is not exhaustive, and there is no commitment to call off any particular task. Full requirements for each assignment are set out in the relevant mini-competition SRFT. In all cases the successful tenderer supports the process and the contracting authority makes the decision and owns the record.

| Phase | Typical support tasks (indicative, not exhaustive) |
|-------|----------------------------------------------------|
|-------|----------------------------------------------------|

| Phase                                 | Typical support tasks (indicative, not exhaustive)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Planning &amp; pre-publication</b> | <ul style="list-style-type: none"> <li>• Support the Framework Client in preparing and documenting the implications, indicative timetable and procedural steps associated with the Open or Restricted procedure selected or approved by the Framework Client</li> <li>• Where the Framework Client has not yet selected the procedure, the Framework Member may prepare factual information concerning the features and indicative timetable of the Open and Restricted procedures. The Framework Client remains responsible for selecting and approving the procedure and obtaining legal or policy advice where required</li> <li>• Support preliminary (pre-)market consultation under regulation 40 and records or safeguards concerning prior involvement under Regulation 41, consistent with equal treatment and the prior-involvement rules</li> <li>• Assemble standardised tender documentation from approved templates, and create or tailor templates for the Client's use and re-use if required</li> <li>• Prepare draft selection and award criteria, weightings, evaluation questions and scoring materials based on the Framework Client's approved requirements and instructions, for Framework Client review and approval</li> <li>• Prepare draft contract notices and prior information notices for the Client to publish.</li> </ul> |
| <b>Tendering</b>                      | <ul style="list-style-type: none"> <li>• Publish tender documents on eTenders and any required supplementary media at the Framework Client's direction</li> <li>• Administer the procedure on eTenders, including logging and tracking</li> <li>• Manage and draft responses to tender clarifications for the Client's approval before issue</li> <li>• Maintain the procurement record as the procedure progresses.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Evaluation</b>                     | <ul style="list-style-type: none"> <li>• Set up the evaluation, brief the committee on process, and provide scoring sheets and moderation templates</li> <li>• Coordinate and document evaluation and moderation meetings without scoring on the committee's behalf</li> <li>• Quality-assure the consistency and completeness of the evaluation record</li> <li>• Flag possible anti-competitive indicators for the Framework Client's consideration.</li> </ul> <p>The Framework Member shall not determine an evaluator's score or reason, alter a score or consensus decision, decide whether a candidate or tenderer passes a requirement, determine the successful tenderer or make the award decision on behalf of the Framework Client</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Award &amp; standstill</b>         | <ul style="list-style-type: none"> <li>• Prepare draft evaluation, approval and award documentation accurately reflecting the outcome reached and approved by the Framework Client</li> <li>• Prepare draft standstill, award and outcome communications and contract-award notice information for Framework Client review, approval and issue</li> <li>• flag possible integrity or competition concerns for Framework Client consideration.</li> <li>• Prepare debriefing material for successful and unsuccessful tenderers.</li> <li>• Support pre-contract and contract mobilisation meetings between the Client and the awarded supplier.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| Phase                                                           | Typical support tasks (indicative, not exhaustive)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contract finalisation, mobilisation and handover support</b> | <p>Subject to the relevant SRFT, post-award support may include:</p> <ul style="list-style-type: none"> <li>• supporting agreed pre-contract clarification, verification and contract-finalisation activities;</li> <li>• populating factual, commercial and assignment-specific details in a Framework Client-approved contract template;</li> <li>• supporting contract mobilisation meetings;</li> <li>• preparing a mobilisation and outstanding-actions record;</li> <li>• collating the agreed deliverables, milestones, reporting dates, governance arrangements and contract-management contacts;</li> <li>• preparing a simple contract-management tool, contract summary or handover record where specified in the SRFT; and</li> <li>• supporting orderly handover to the Framework Client personnel responsible for managing the awarded contract.</li> <li>• The Framework Member shall not amend or advise on the legal effect of an approved contract template, except where expressly instructed following any legal review required by the Framework Client.</li> </ul> <p>Ongoing management of the awarded contract is outside the scope of the Framework. This exclusion includes:</p> <ul style="list-style-type: none"> <li>• directing or supervising the third-party contractor</li> <li>• making contract-management or supplier-performance decisions;</li> <li>• approving deliverables or payments</li> <li>• determining whether a breach has occurred</li> <li>• applying service credits, liquidated damages or other remedies</li> <li>• managing claims or disputes</li> <li>• approving a variation, extension or contract modification</li> <li>• deciding whether to suspend or terminate the contract and</li> <li>• performing an ongoing managed contract-administration service.</li> </ul> <p>The Framework Member may prepare factual records, management information and draft administrative materials for Framework Client consideration. All decisions and approvals remain with the Framework Client.</p> |
| <b>File &amp; handover</b>                                      | <ul style="list-style-type: none"> <li>• Assemble the Regulation 84-aligned procurement process report and complete audit-ready file</li> <li>• Hand over the file, completed and re-usable templates, any contract management tool the Client requires, and a process map</li> <li>• Deliver knowledge transfer to the Client's procurement team.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

Where an mini competition includes completion of the CSSO-approved Services Contract or another Framework Client-approved contract template, the Framework Member may populate factual, commercial and assignment-specific information in accordance with the Framework Client's instructions.

The Framework Member shall not amend, delete, disapply or supplement the legal terms of an approved contract template unless expressly instructed by the Framework Client following any legal review required by the Framework Client.

Where the Framework Member identifies that a proposed requirement may require an amendment to the approved contract, it shall refer the matter to the Framework Client. It shall not draft or present the amendment as an approved contractual provision.

Pending any required legal review, an appropriate requirement may be included in the Requirements and Specification or SRFT, provided that it does not purport to amend or override the Services Contract

### **1.6 Governance, approvals and escalation arrangements**

The Framework Client remains responsible for all decisions and approvals reserved to it by law.

The Framework Member may prepare, coordinate, review and make practical recommendations concerning the administration and delivery of matters within the scope of the assignment. Any matter requiring legal, policy, financial, technical or specialist judgement shall be referred to the Framework Client.

The Framework Client SRFT shall identify the principal deliverables, approval arrangements and escalation points applicable to the assignment. Those arrangements shall be proportionate to the scope, value, complexity and risk of the requirement.

The Framework Member shall retain appropriate evidence of Framework Client approval of material outputs prepared by it.

Where the Framework Member identifies a material procedural, governance, legal or procurement-integrity concern, it shall promptly bring the matter to the Framework Client's attention. The Framework Client will determine the action to be taken

### **1.7 Records, Handover and professional standards**

The Framework Member shall create, maintain and provide the records arising from the Services it performs.

Those records shall be sufficiently clear, accurate, organised and complete to enable the Framework Client to understand the work undertaken, information considered, approvals obtained and status of the relevant procurement activity.

The content and format of the required handover shall be proportionate to the scope, value, complexity and risk of the assignment and may be further specified in the SRFT.

On completion or earlier termination of the assignment, the Framework Member shall provide the relevant records, current document versions, outstanding-action details and other agreed handover materials in an accessible and usable format.

Where preparation of a Regulation 84 report is included in the SRFT, the Framework Member may prepare the report for Framework Client review and approval. The Framework Client remains responsible for approving and retaining its final statutory procurement record.

#### **1.7.1 Procurement principles and professional standards**

In performing the Services, the Framework Member shall act impartially and shall support the Framework Client in conducting the relevant procurement in accordance with applicable law and the principles of equal treatment, non-discrimination, transparency, proportionality and mutual recognition.

The Framework Member shall perform the Services with the care, skill and diligence reasonably

expected of personnel appropriately qualified and experienced in providing the Procurement Support for Goods and Services concerned.

The Framework Member shall promptly draw to the Framework Client's attention any matter identified in the course of the Services that may materially affect the integrity, fairness, transparency or proper conduct of the procurement procedure. The Framework Client will determine the action to be taken.

#### **1.7.2 Knowledge transfer and accessible deliverables**

Knowledge transfer shall be proportionate to the assignment and may include joint working, completed templates, process notes, checklists, briefings, handover meetings and explanation of material assumptions and outstanding actions.

Deliverables shall be provided in accessible and usable formats specified by the Framework Client and may include handover meetings, annotated templates, process notes, briefings, worked examples or other materials identified in the SRFT

Knowledge transfer is limited to the supported assignment. It does not include general procurement training, organisational strategy development or a separate learning and development programme unless expressly within the lawful scope of the Framework

### **1.8 Conflicts, Independence and Prior Involvement**

Strong governance of conflicts of interest, independence and prior involvement is a core requirement of the Framework.

The Framework Member shall identify and disclose any actual, potential or perceived conflict of interest and any relevant prior involvement. It shall implement any proportionate mitigation approved or required by the Framework Client, having regard to Regulations 24, 41 and 57 of the Regulations, the Framework Agreement, the Services Contract and the Framework Client's notified ethics requirements.

The Framework Member shall not act for, advise or assist an economic operator in connection with a procurement procedure where doing so would create a conflict that cannot be effectively managed or would otherwise compromise confidentiality, equal treatment or procurement integrity.

The framework member shall

- provide the conflict-of-interest declarations required at Framework and assignment level and maintain a continuing duty to disclose any relevant change
- perform the Services objectively and independently
- provide support and assistance and draft materials without exercising a discretion or making a decision reserved to the Framework Client
- implement information barriers or other mitigation measures where required by the Framework Client
- withdraw affected personnel, or withdraw from the relevant activity, where a conflict cannot be effectively managed
- not act for, advise or assist an economic operator in connection with a procurement procedure where doing so would create a conflict that cannot be effectively managed or would otherwise compromise confidentiality, equal treatment or procurement integrity.
- communicate with candidates, tenderers or potential suppliers during a live procurement only through approved channels, for an authorised purpose and in accordance with the Framework Client's instructions.

### **1.9 Compliance with law, policy and updated requirements**

Where the Framework Member becomes aware, in performing the assigned Services, of a change in applicable law or mandatory public procurement policy that may materially affect those Services, it shall promptly notify the Framework Client. The Framework Client will determine what action is required.

Any resulting change shall be managed in accordance with the Services Contract and shall remain within the lawful scope and overall nature of the Framework and relevant Services Contract.

#### **1.10 Data Protection and information handling**

The Framework Member shall use Framework Client information only as necessary to perform the Services and shall comply with applicable data-protection law, the Services Contract and notified information-handling requirements.

The SRFT may identify information classifications, approved systems, access or location restrictions, screening requirements, incident contacts and any required data-protection or security documentation.

The Framework Member shall notify the Framework Client promptly of any actual or suspected incident affecting Framework Client information and shall provide reasonable assistance in responding to it.

The Framework Member shall not access, copy, use, disclose or retain Framework Client information for a purpose unrelated to the Services.

#### **1.11 Information and cybersecurity**

The Framework Member shall maintain information-security and cybersecurity measures appropriate to its organisation, delivery model, the Services and the information to which it has access.

The Framework Member shall comply with the assignment-specific information-security requirements stated in the SRFT or otherwise notified by the Framework Client.

The mini competition may include additional requirements where the assignment involves sensitive information, Framework Client system access, restricted systems, remote access, security clearance or heightened cybersecurity risk.

The Framework Member shall ensure that personnel, subcontractors and approved third-party technology providers used in delivering the Services comply with the applicable requirements.

A particular certification, proprietary solution or enterprise-scale control shall not be required unless objectively justified by the assignment and stated in the mini competition documentation. Equivalent evidence may be accepted where it provides appropriate assurance.

These requirements govern the secure delivery of the procurement Services. They do not extend the scope of the Framework to include separate cybersecurity, ICT-security, data-protection or technology-governance consultancy services

The SRFT will identify any additional requirements arising from the information, systems, personal data or security classification relevant to the assignment.

Additional requirements must be proportionate to the assignment and disclosed sufficiently clearly to enable Framework Members to assess their ability to comply and price the assignment.

Security vetting, particular certifications or access to Framework Client systems will be required only where identified in the SRFT.

### **1.12 AI and Digital tools**

The Framework Member is not required to use AI or automated tools.

Where the Framework Member proposes to use such a tool in connection with Framework Client information or a material deliverable, it shall disclose the proposed use where required, use only approved systems, apply competent human review and comply with the SRFT's security, confidentiality, approval and record requirements.

The Framework Member shall not use an automated tool to make a procurement decision, enter protected information into an unapproved system, permit Framework Client information to train a model without prior written approval, or present unverified output as professionally reviewed.

The Framework Member remains responsible for all outputs. These controls do not extend the Framework to AI strategy, governance, compliance or technology consultancy.

The Framework Member shall disclose material AI use where it could materially affect a deliverable, the processing of Framework Client information or the transparency or integrity of the procurement activity.

The Framework Member shall not:

- use AI or an automated tool to make a procurement decision reserved to the Framework Client
- enter confidential, personal, commercially sensitive or procurement information into an unapproved system
- permit Framework Client information to be used to train a public or third-party model without the Framework Client's prior written approval or
- present AI-generated content as professionally verified where appropriate human review has not taken place.

The Framework Member remains responsible for all outputs supplied under the assignment and shall ensure that material AI-assisted outputs are appropriately reviewed by competent personnel.

These requirements govern the Framework Member's use of AI and digital tools in delivering the Services. They do not extend the scope of the Framework to include separate AI strategy, AI governance, AI compliance or technology-consultancy services.

No procurement decision may be made by an automated tool on behalf of a Framework Client.

### **1.13 Green and Socially responsible procurement**

Where specified in the SRFT, the Framework Member may provide procurement support in identifying potentially applicable national GPP criteria for Framework Client consideration and in incorporating and documenting requirements approved by the Framework Client.

The Framework Client remains responsible for determining and approving environmental and social requirements. The Services do not include separate environmental, scientific, engineering, technical or specialist sustainability consultancy. The Framework Member shall escalate any need for such expertise.

### **1.14 Professional Grades, Competency Profiles and Pricing Integrity**

#### **1.14.1 Purpose and application**

Four functional Personnel Grades provide a consistent basis for describing, resourcing and pricing the Services. They describe the competence, autonomy, responsibility and complexity of the work. They do not prescribe a Framework Member's structure, titles, career model or employment arrangements.

Equivalent titles and experience periods are indicative. The appropriate Grade is determined by the work and level of responsibility, not corporate title or seniority. Framework Members need not employ a separate permanent individual at each Grade.

The SRFT will specify the required Grade or require a proportionate grade mix. Work must be priced at the Grade applicable to the work, regardless of the title or seniority of the individual performing it.

A Framework Member may prepare factual analysis, options, draft documents and procurement-support recommendations. It shall not independently determine or approve procurement strategy, procedure, sourcing model, requirements, criteria, decisions, legal or policy interpretation, contract modification or remedy.

References in the Personnel Grade descriptions to leading, developing, reviewing, analysing, advising or providing assurance shall be interpreted within these scope boundaries.

The relevant SRFT will identify, as appropriate:

- a. the Services and deliverables required
- b. the Personnel Grade or combination of Personnel Grades applicable to the requirement
- c. any assignment-specific competence or experience requirements
- d. the anticipated allocation of responsibilities between grades and
- e. the applicable pricing mechanism permitted under the Framework Agreement.

Framework Members shall propose a proportionate and cost-effective resource mix having regard to the nature, scale, complexity, required outcomes and timeframe of the assignment.

Work shall be priced at the Personnel Grade applicable to the work and level of responsibility specified in the SRFT, irrespective of the corporate title or organisational seniority of the individual proposed to perform it.

#### **Application of the Functional Profiles**

The Personnel Grades describe the competence, autonomy, responsibility and complexity associated with the performance of Services falling within the scope of the Framework. They do not extend or otherwise alter the scope of the Framework.

The possible equivalent titles and likely experience periods are indicative only. The appropriate Personnel Grade shall be determined by the nature, complexity, autonomy and level of responsibility associated with the work to be performed.

Framework Members are not required to operate a four-tier organisational structure or employ a separate permanent individual at each Grade.

The SRFT will identify the Personnel Grades required or require Framework Members to propose a proportionate grade mix. A higher corporate title, greater organisational seniority or higher commercial charge-out rate does not justify charging at a higher Grade where the work is properly allocated to a lower Grade.

Irrespective of the Personnel Grade used, all material procurement decisions and approvals remain with the Framework Client

References in a Functional Profile to leading, preparing, reviewing, analysing, supporting, recommending or providing assurance shall be interpreted within the scope and governance boundaries set out in this Appendix.

#### **1.14.2 ProcurComp EU alignment**

The Personnel Grades have been informed by ProcurComp EU, the European Competency Framework for Public Procurement Professionals published by the European Commission in 2020. ProcurComp EU provides a common reference for describing procurement knowledge, skills and responsibilities. It is included to help Framework Clients define the level of capability required and to help Framework Members map personnel to the Grades on a consistent basis.

ProcurComp EU groups procurement competences across:

- procurement-specific competences covering the procurement lifecycle
- personal and interpersonal competences
- people and organisational competences
- performance and delivery competences

It describes four proficiency levels: Basic, Intermediate, Advanced and Expert. The Grade mapping in this Appendix is indicative. ProcurComp EU is voluntary and customisable. It does not require certification, use of its self-assessment tool, a particular organisational structure or the same proficiency level across every competence.

Capability may be demonstrated by objective evidence including:

- the relevance and complexity of previous assignments
- the individual's autonomy and level of responsibility
- the nature and quality of procurement outputs delivered
- the procurement issues and stakeholders managed
- the individual's role in leading, delivering or supporting procurement assignments
- knowledge and application of relevant procurement law, policy, procedures and systems
- the ability to perform the responsibilities of the applicable Personnel Grade

### 1.14.3 Personnel Profile summary

| Grade          | Functional profile                    | Possible equivalent private-sector titles                                                                                    | Indicative characteristics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Likely relevant experience   | Indicative ProcurComp EU proficiency                                 |
|----------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------|
| <b>Level 4</b> | <b>Expert Procurement Lead</b>        | Director; Partner; Associate Director; Principal; Head of Procurement; Expert Adviser; Senior Procurement Lead               | A recognised expert in public procurement with substantial experience leading the delivery of, or providing senior assurance on, complex or business-critical procurement assignments. May provide senior leadership, factual analysis, quality assurance and stakeholder coordination directly connected with an identified procurement requirement. May support the Framework Client in documenting and implementing an approved procurement approach but shall not independently determine procurement strategy, sourcing model or procurement decisions. Level 4 does not include routine account management, internal supplier supervision, general or strategic consultancy, legal or policy advice, negotiation of tenders, or ongoing contract or supplier management.           | Typically more than 12 years | Expert, or Advanced with relevant expert capability                  |
| <b>Level 3</b> | <b>Lead Procurement Specialist</b>    | Manager; Senior Manager; Managing Consultant; Principal Consultant; Procurement Manager; Senior Procurement Lead             | An experienced procurement professional capable of leading and coordinating the delivery of complex procurement assignments or substantial procurement workstreams. May coordinate delivery teams and stakeholder inputs and take responsibility for assignment planning, procurement documentation, procedural administration, quality assurance, evaluation support, award documentation, contract finalisation, mobilisation and handover. May prepare factual analysis and recommendations for Framework Client consideration but shall not independently determine procurement strategy, sourcing model, evaluation outcomes or award decisions. Level 3 does not include legal or policy advice, negotiation of tenders, or ongoing management of an awarded contract or supplier. | Typically more than 7 years  | Advanced                                                             |
| <b>Level 2</b> | <b>Procurement Specialist</b>         | Senior Consultant; Procurement Specialist; Procurement Adviser; Senior Buyer; Category Specialist; Contract Specialist       | A procurement professional capable of independently delivering defined procurement assignments or substantial workstreams with limited supervision. May prepare procurement documentation, undertake market research and factual analysis, administer procedural activities, support clarification and evaluation processes, prepare award documentation, and support contract finalisation, mobilisation and orderly handover. May prepare administrative records, management information or a simple contract-management tool where required, but shall not make procurement decisions or undertake ongoing contract or supplier management.                                                                                                                                           | Typically more than 3 years  | Intermediate, with Advanced capability where relevant                |
| <b>Level 1</b> | <b>Procurement Support Specialist</b> | Consultant; Analyst; Procurement Officer; Buyer; Procurement Coordinator; Procurement Administrator; Project Support Officer | A procurement professional capable of performing defined procurement-support activities under appropriate supervision. May provide document preparation, research, factual data analysis, eTenders administration, clarification administration, evaluation coordination, reporting, records management and procurement-file support. Does not independently determine procurement approaches, criteria, evaluation outcomes or award decisions.                                                                                                                                                                                                                                                                                                                                         | Typically 1–3 years          | Basic, with Intermediate capability in relevant recurring activities |

The possible equivalent titles and likely experience periods are indicative only. A corporate title or specified number of years' experience does not, by itself, determine the appropriate Personnel Grade. The applicable Grade shall be determined by the nature, complexity, autonomy and level of responsibility associated with the work to be performed.

The Personnel Grades describe different levels of capability for performing Services within the scope of the Framework. They do not expand that scope. Irrespective of Grade, the Framework Member provides procurement support and assistance, while all material decisions and approvals remain with the Framework Client.

Named personnel, their availability and their suitability for an individual assignment may be requested and evaluated at Mini-Competition stage. The Framework Client shall specify the required Personnel Grades, responsibilities and deliverables in the relevant SRFT.

A higher corporate title, greater seniority or higher commercial charge-out rate does not justify classification or charging at a higher Personnel Grade where the work is properly allocated to a lower Grade.

The Personnel Grades have been informed by the competence and proficiency concepts in ProcurComp EU. ProcurComp EU is a voluntary and customisable framework; the indicative mapping does not require formal certification, use of its self-assessment tool or the same proficiency level across every competence.

#### **1.14.4 Detailed Personnel Profiles**

The profiles below describe the characteristics and responsibilities that may be required at each Grade. The SRFT will identify the Grade or combination of Grades required for an assignment. The descriptions do not require a Framework Member to use the same internal titles or organisational structure.

##### **Level 4 - Expert Procurement Lead**

**Indicative ProcurComp EU proficiency: Expert, or Advanced with relevant expert capability.**

A Level 4 resource provides senior procurement leadership, review or assurance for particularly complex, novel, high-value or business-critical assignments. The role remains limited to Procurement Support Services and does not include independent strategy, legal or policy advice, or a decision reserved to the Framework Client.

**Depending on the SRFT, responsibilities may include:**

- leading delivery of a particularly complex, novel, high-value or business-critical goods or services procurement under the Open or Restricted procedure selected by the Framework Client
- supporting the Framework Client in documenting and implementing its approved procurement approach
- preparing or reviewing factual analysis of market structure, competition, aggregation, lotting, pricing and delivery considerations
- leading the preparation, review or quality assurance of complex procurement documentation and deliverables
- supporting subject-matter experts to structure approved requirements for procurement documents
- providing senior review of draft selection criteria, award criteria, pricing schedules, evaluation materials and procurement records
- coordinating complex stakeholder and subject-matter expert inputs
- supporting clarification, evaluation, moderation, award, standstill and contract-finalisation activities

- reviewing procurement outputs for consistency, completeness, transparency and audit-readiness
- leading, supervising or mentoring personnel delivering the assignment
- identifying and escalating material procedural, governance or procurement-integrity issues
- supporting the Framework Client and its advisers with relevant factual and procurement information where specialist advice is required

#### **Indicative characteristics**

- comprehensive and specialised public procurement knowledge
- substantial experience leading or assuring complex procurement assignments
- expert analytical and professional judgement
- ability to prepare clear evidence-based options for Framework Client consideration
- ability to coordinate complex stakeholders and subject-matter experts
- extensive knowledge of the procurement lifecycle and relevant Irish and EU procurement requirements
- ability to identify matters requiring Framework Client determination or specialist advice
- ability to quality-assure complex, complete and audit-ready outputs

Likely relevant experience: typically more than 12 years. This is indicative and not a mandatory minimum. Equivalent capability may be shown through the relevance, complexity, quality and level of responsibility of the individual's experience.

Level 4 does not include general account management, routine Framework governance, internal supplier supervision, routine internal quality assurance, strategy consultancy, independent procedure or sourcing-model decisions, legal or policy advice, tender negotiation or ongoing management of an awarded contract or supplier.

A Level 4 rate may be charged only where the SRFT requires Level 4 work or the Framework Client gives prior written approval for a specified in-scope activity.

### **Level 3 - Lead Procurement Specialist**

**Indicative ProcurComp EU proficiency: Advanced.**

A Level 3 resource leads and coordinates complex procurement assignments or substantial procurement workstreams. The resource may prepare analysis, draft approaches, recommendations and procurement documents for Framework Client consideration and approval. The resource shall not independently determine strategy, procedure, requirements, criteria, evaluation outcome or award decision.

#### **Depending on the SRFT, responsibilities may include:**

- leading delivery of an Open or Restricted procedure selected by the Framework Client
- preparing the timetable, procedural steps, dependencies, governance arrangements and required documentation
- leading market research and preliminary market-consultation support within approved parameters
- preparing factual market, competition, aggregation, lotting and pricing information
- coordinating the preparation and quality assurance of procurement documentation
- preparing draft requirements and specifications from information approved or supplied by the Framework Client and its subject-matter experts
- preparing draft selection criteria, award criteria, response schedules, pricing documents and evaluation materials
- managing assignment plans, milestones, dependencies, actions and risks
- coordinating stakeholder and subject-matter expert inputs
- administering clarification processes through approved channels

- planning, coordinating and documenting evaluation and moderation without determining scores or decisions
- preparing evaluation reports, award materials and notices that accurately reflect Framework Client decisions
- supporting contract finalisation, mobilisation and orderly handover
- coordinating and supervising Level 1 and Level 2 personnel
- providing assignment-specific knowledge transfer
- identifying and escalating matters requiring Framework Client decisions or specialist advice

#### **Indicative characteristics**

- advanced practical and theoretical procurement knowledge
- experience leading complex assignments or substantial workstreams
- ability to progress activities and produce high-quality deliverables
- ability to coordinate stakeholders and subject-matter experts
- ability to identify, document and escalate procurement issues
- ability to prepare clear, complete and defensible procurement documentation
- strong assignment-management, stakeholder and communication skills
- understanding of the limits of the Framework Member's authority

Likely relevant experience: typically more than seven years. This is indicative and not a mandatory minimum.

Post-award support at Level 3 is limited to contract finalisation, mobilisation, agreed management information, a simple contract-management tool and orderly handover. It does not include ongoing contract or supplier management.

#### **Level 2 - Procurement Specialist**

**Indicative ProcurComp EU proficiency: Intermediate, with Advanced capability where relevant.**

A Level 2 resource independently delivers defined procurement assignments or substantial workstreams with limited supervision. A Level 2 resource may lead a routine procurement assignment or deliver a defined workstream under Framework Client or senior resource direction.

#### **Depending on the SRFT, responsibilities may include:**

- gathering and analysing procurement requirements
- supporting needs assessment, procurement planning and market engagement
- undertaking market research and factual analysis
- preparing draft procurement documents using approved information and templates
- structuring and formatting draft requirements and specifications from information supplied by subject-matter experts
- preparing draft selection criteria, award criteria, response schedules and pricing documents
- preparing timetables and assignment records
- administering procurement procedures on applicable systems
- managing clarification logs and preparing draft responses for approval
- preparing evaluation packs, scoring materials and supporting documentation
- supporting evaluation and moderation processes
- maintaining procurement records and audit trails
- preparing draft reports, correspondence and notices for Framework Client approval
- monitoring milestones, actions and dependencies

- supporting contract finalisation, mobilisation and handover
- preparing procurement management information
- identifying and escalating complex, novel or specialist matters

#### **Indicative characteristics**

- sound knowledge of the procurement lifecycle and relevant Irish and EU requirements
- ability to apply procurement policies, procedures and templates
- independent delivery of routine or moderately complex work
- experience preparing clear and complete procurement documents
- ability to analyse information and identify procurement issues
- effective engagement with Framework Client stakeholders
- attention to transparency, equal treatment, proportionality and auditability
- competence in relevant e-procurement systems
- understanding of when to seek direction or specialist input

Likely relevant experience: typically more than three years. This is indicative and not a mandatory minimum.

#### **Level 1 - Procurement Support Specialist**

**Indicative ProcurComp EU proficiency: Basic, with Intermediate capability in relevant recurring activities.**

A Level 1 resource provides structured procurement, document, research, data and administrative support within defined procedures, templates and quality-control arrangements.

#### **Depending on the SRFT, responsibilities may include:**

- gathering, organising and validating procurement information
- maintaining plans, trackers, registers and action logs
- supporting the assembly, formatting and checking of procurement documents
- undertaking structured desktop research
- preparing draft routine correspondence and standard documents
- supporting eTenders administration and publication
- organising meetings, clarification activity and evaluation processes
- maintaining clarification logs and controlled procurement records
- collating evaluation materials, confidentiality declarations and conflict declarations
- supporting data collection and basic analysis
- preparing routine management information and reports
- monitoring dates, milestones, actions and deliverables
- maintaining procurement files and audit trails
- identifying and escalating discrepancies or issues

#### **Indicative characteristics**

- basic knowledge of the procurement lifecycle
- ability to follow defined procedures and instructions
- competence in document preparation, data handling and records management
- effective use of office and e-procurement systems
- accuracy and attention to detail
- understanding of confidentiality, conflicts and information handling
- effective written and verbal communication
- ability to work within a procurement team
- ability to recognise and escalate matters outside the role

Likely relevant experience: typically one to three years. This is indicative and not a mandatory minimum. Relevant training, qualifications and structured experience may also demonstrate capability.

#### **1.14.4 Grade application and charging controls**

Detailed responsibilities may be identified in the SRFT. The following controls apply:

- Level 4 may be used only where the SRFT identifies a Level 4 requirement or the Framework Client gives prior written approval for a specified in-scope activity.
- Level 3 and Level 4 responsibilities remain limited to delivery, review, assurance, factual analysis and escalation.
- Post-award work is limited to contract finalisation, mobilisation, agreed management information, simple handover tools and orderly handover.
- Routine account management, Framework governance, internal supervision and internal quality assurance are included in the rates and are not separately chargeable.
- If a higher-grade individual performs lower-grade work, the lower-grade rate applies.

#### **1.14.5 Assignment Personnel**

Tenderers are not required to identify named assignment personnel at Framework-establishment stage. An SRFT may require Framework Members to identify proposed personnel, including Key Personnel, and provide information regarding their relevant capability, role, availability and proposed time commitment.

Where personnel are evaluated at Mini-Competition stage, the personnel proposed by the successful Framework Member shall perform the relevant Services, subject to the replacement provisions of the Services Contract.

#### **1.14.6 Access to Personnel**

A Framework Member is not required to:

- a. employ a separate permanent individual at each Personnel Grade
- b. adopt a four-tier organisational or career structure
- c. use the Personnel Grade names as internal titles or
- d. assign a separate individual to each Personnel Grade under every Call-Off Contract.

Throughout the term of the Framework Agreement, each Framework Member shall have access to Personnel with the capability necessary to deliver the Services for which it tenders at mini-competition stage.

Access to Personnel may, where permitted under the RFT, Framework Agreement and Services Contract, be demonstrated through:

- the Framework Member's own Personnel
- consortium members
- subcontractors
- identified key experts
- the resources of another entity demonstrably available to the Framework Member or
- another delivery arrangement disclosed in accordance with the procurement documents.

Reliance on another entity or subcontractor shall remain subject to the RFT, Framework Agreement, relevant SRFT and Services Contract.

The Framework Member shall remain responsible for performance of the Call-Off Contract.

#### **1.14.7 Pricing integrity**

Framework Members shall price the Services by reference to the Personnel Grade applicable to the work and level of responsibility specified in the SRFT.

Where an individual satisfying a higher Personnel Grade performs work specified at a lower Personnel Grade, the rate applicable to the lower Personnel Grade shall apply.

A higher rate shall not apply solely because the individual:

- holds a more senior corporate or organisational title
- satisfies the requirements of a higher Personnel Grade
- has more experience than required for the work or
- is ordinarily charged by the Framework Member at a higher internal or commercial rate.

Routine account management, Framework governance, internal supervision, escalation arrangements and internal quality assurance shall be included in the Framework Member's rates and shall not be separately chargeable.

Where an SRFT provides for a fixed-price deliverable, the Framework Member shall determine its internal resource and grade mix while remaining responsible for:

- delivery of the required Services and deliverables;
- compliance with the SRFT and Services Contract;
- the capability and suitability of assigned Personnel;
- compliance with applicable personnel and substitution requirements; and
- the quality and timely completion of the Services.

The Framework Member shall bear responsibility for its internal allocation of work between Personnel Grades, except where a change is authorised in accordance with the Call-Off Contract

#### **1.15 Personnel, resourcing, continuity and substitution**

The Framework Member shall assign personnel with the experience, competence and seniority appropriate to the work they are required to perform.

The SRFT may require Framework Members to identify proposed personnel, key personnel, team structure, professional grades, availability, delivery location, security status or other assignment-specific resourcing information.

Personnel identified as key personnel in a successful Mini-Competition Response shall perform the relevant Services, subject to any replacement permitted under the Services Contract.

Where replacement is required, the Framework Member shall follow the applicable Services Contract requirements and shall ensure that the proposed replacement possesses appropriate and, where required, equivalent capability.

The Framework Member shall manage any replacement or transition so that continuity, deadlines, knowledge and procurement integrity are protected.

A personnel replacement shall not, of itself, entitle the Framework Member to an increase in an agreed rate or fixed price.

### **1.16 Delivery and Responsiveness**

The framework Client may specify a required mobilisation period, project plan, approach note, milestones, response times, reporting frequency and communication channels, having regard to the nature and urgency of the assignment.

The Framework Member shall deliver the Services in accordance with the requirements and timetable agreed under the relevant Services Contract.

### **1.17 Framework and Assignment Management**

Framework Members shall comply with the Framework management and reporting requirements set out in the Framework Agreement.

Each mini competition SRFT shall identify the particular scope, deliverables, personnel, timetable, governance, reporting, approval, information-security, AI, sustainability, accessibility, pricing and handover requirements applicable to the assignment.

Mini Competitions requirements shall be proportionate to the subject matter, value, complexity and risk of the Services Contract and shall remain within the scope and overall nature of the Framework..

The Framework Member shall provide progress, risk, issue, financial and completion reporting at the frequency and in the form specified in the SRFT or agreed assignment plan.

Assignment reporting requirements shall be proportionate to the duration, value, complexity and risk of the assignment.

## Appendix 2: Pricing Schedule

### 1. Purpose

This Appendix sets out the pricing rules applying to:

- the standardised blended daily rate used to evaluate cost at Framework-establishment stage
- the maximum capped daily rates applying to the four professional grades
- the Framework Rates submitted by each Tenderer
- pricing under subsequent mini-competitions and
- the maintenance of grade and pricing integrity throughout the Framework term.

The Daily Rate Card, calculation fields and Tenderer declaration shall be completed in Part C of the Tender Response Document.

### 2. Functional Profile and Maximum Capped Daily Rates

The maximum capped daily rates applying to the Framework are set out below.

| Functional Profile                       | Maximum capped daily rate, excluding VAT |
|------------------------------------------|------------------------------------------|
| Level 4 — Expert Procurement Lead        | €1,500                                   |
| Level 3 — Lead Procurement Specialist    | €1,200                                   |
| Level 2 — Procurement Specialist         | €1,000                                   |
| Level 1 — Procurement Support Specialist | €800                                     |

Each rate submitted by a Tenderer must be equal to or less than the maximum capped daily rate applicable to the relevant professional grade.

A submitted rate that exceeds the applicable maximum capped daily rate shall be treated in accordance with the compliance provisions of the RFT.

### 3. Standardised Blended Daily Rate

Each Tenderer shall submit a daily rate for each profile at or below the published absolute cap.

The standardised blended daily rate is calculated using the fixed Framework-establishment evaluation mix below.

| Functional Profile                       | Fixed mix |
|------------------------------------------|-----------|
| Level 4 — Expert Procurement Lead        | 5%        |
| Level 3 — Lead Procurement Specialist    | 35%       |
| Level 2 — Procurement Specialist         | 45%       |
| Level 1 — Procurement Support Specialist | 15%       |

**Standardised Blended Daily Rate = (Level 4 Rate × 0.05) + (Level 3 Rate × 0.35) + (Level 2 Rate × 0.45) + (Level 1 Rate × 0.15)**

The compliant Tender with the lowest Blended Daily Rate will receive 600 marks. Each other compliant Tender will receive a proportionate score calculated as follows:

**Cost score = Lowest compliant Blended Daily Rate ÷ Tenderer's Blended Daily Rate × 600.**

The fixed evaluation mix is used solely to provide a consistent basis for comparing Tenders at Framework-establishment stage. It does not:

- a. guarantee any volume or value of Services;
- b. prescribe the personnel or grade mix for a Mini-Competition or Services Contract
- c. require a Framework Client to purchase Services at each Personnel Grade; or

- d. entitle a Framework Member to deploy or charge for a Personnel Grade that is not appropriate to the responsibilities specified in the relevant SRFT.

The Framework Client will identify the applicable responsibilities, Personnel Grades and pricing basis in the relevant SRFT.

Work shall be priced at the Personnel Grade applicable to the responsibility and complexity of the work specified in the SRFT, irrespective of the corporate title or organisational seniority of the person proposed or deployed.

#### **4. Framework Rates and Maximum Ceilings**

The professional-grade rates submitted by a successful Tenderer and accepted at Framework-establishment stage shall become that Framework Member's initial maximum Framework Rates.

Subject only to a rate adjustment expressly permitted under the Framework Agreement:

- each Framework Rate shall be the maximum daily rate that the Framework Member may tender or charge for the relevant professional grade
- the Framework Member may offer a rate below the applicable Framework Rate at mini-competition stage
- the Framework Member shall not tender or charge a rate exceeding the applicable Framework Rate
- the Framework Member shall not increase a rate merely because the published maximum capped daily rate is higher than the Framework Member's submitted rate and
- the published maximum capped daily rate shall remain the absolute ceiling applicable to the relevant professional grade.

For the avoidance of doubt, the difference between a Framework Member's submitted Framework Rate and the published maximum capped daily rate does not create an entitlement to increase the Framework Rate during the Framework term.

#### **6. Definition of a Day**

One day's work means **eight (8) hours**, exclusive of breaks.

Where an SRFT permits hourly pricing, the maximum hourly rate shall be calculated by dividing the relevant Framework Rate by eight, unless another calculation is expressly permitted under the Framework Agreement and stated in the SRFT.

Part-day charges shall be calculated by reference to the actual hours properly delivered and approved, subject to the relevant SRFT and Services Contract.

#### **7. Rate Inclusions**

Each Framework Rate shall be all-inclusive and shall cover all costs and expenses associated with providing the relevant grade of Services, including, as applicable:

- professional fees
- salary and employment costs
- employer contribution
- pension and benefits
- management and supervision
- overheads
- ordinary software and office costs
- document preparation and production
- routine communications
- insurance
- travel
- subsistence
- materials

- profit and margin and
- all other costs necessary to provide the Services.

Tendered rates and fixed prices shall include all costs of delivering the Services, including ordinary travel, subsistence, administration, software, materials, overheads and incidental expenses.

At Mini competition No separate travel, subsistence, material, software, administration or incidental expense shall be payable

## **8. Mini-Competition Pricing**

The pricing basis applying to an individual Services Contract shall be stated in the relevant SRFT.

Subject to the Framework Agreement, the SRFT may require Framework Members to submit:

- grade-based daily rates
- grade-based hourly rates
- a blended daily or hourly rate
- a total fixed price for defined activities and deliverables

### **8.1 Grade-based rates**

Where grade-based rates are required:

- each rate must be equal to or lower than the Framework Member's applicable Framework Rate;
- the Framework Client shall identify the professional grade or grades required
- work shall be priced at the grade of the responsibility stated in the SRFT and
- a higher rate shall not apply solely because a person of greater seniority is proposed or deployed.

### **8.2 Blended rates**

Where a blended rate is required:

- the rate shall be calculated in the manner stated in the SRFT
- the underlying professional-grade rates shall not exceed the Framework Member's applicable Framework Rates
- the proposed grade mix shall be credible and appropriate to the requirement and
- the blended rate shall not be used to circumvent the applicable Framework Rates or professional-grade controls.

### **8.3 Fixed prices**

Where a total fixed price is required:

- the Framework Member shall be responsible for its proposed internal grade mix and resource allocation
- the fixed price shall include all activities, resources, costs and deliverables identified in the SRFT
- the Framework Member shall remain bound by the personnel, quality, delivery and substitution commitments in its successful Response and
- the fixed-price mechanism shall not be used to circumvent the applicable Framework Rates, grade requirements or other pricing controls.
- Where required by the SRFT, the Framework Member shall provide an indicative personnel, grade, time and rate breakdown supporting the fixed price. The breakdown will be used for evaluation or pricing assurance only unless the SRFT states that it will form part of the delivery commitment.

## **9. Grade and Pricing Integrity**

Work shall be priced at the professional grade of the responsibility specified in the SRFT, rather than the internal title or seniority of the person deployed.

Where a higher-graded person performs work allocated to a lower grade, the lower applicable rate shall apply.

An approved upward substitution shall not increase the amount payable. For a grade-based assignment, the applicable rate shall remain the rate accepted for the original grade in the successful Response. For a fixed-price assignment, the accepted fixed price shall remain unchanged.

Where a lower-graded person is approved or used, the amount payable shall not exceed the lower of the rate accepted for the original role and the applicable contracted rate for the grade actually delivering the Services.

Personnel substitutions and their approval, continuity, handover, verification and contractual consequences are governed by the Services Contract.

#### **10. Pricing Compliance at Mini-Competition Stage**

A Framework Member's Response must comply with the pricing requirements in the Framework Agreement, this Appendix and the relevant SRFT.

A Response may be deemed non-compliant where it materially departs from those requirements, including by exceeding an applicable Framework Rate, applying an unauthorised additional charge or failing to provide required pricing information.

The treatment of a pricing irregularity, including any clarification or correction that may lawfully be permitted, shall be governed by the Framework Agreement, the SRFT and applicable public procurement law.

#### **11. Invoicing and Supporting Records**

Amounts invoiced shall be consistent with the Services Contract, the successful Response, approved personnel and grades, Services actually delivered and any approved change.

Where charges are based on time or professional grade, the Framework Member shall maintain records sufficient to support the personnel, grade, time and rate invoiced. Where the Services Contract is fixed-price, invoices shall follow the agreed payment milestones or payment arrangements.

Invoice content, supporting evidence, approval, payment, disputes, audit, overpayment recovery and remedies are governed by the Services Contract.

#### **12. Relationship with the Tender Response Document**

Part C of the Tender Response Document shall contain:

- the Daily Rate Card to be completed by the Tenderer;
- the Tenderer's professional-grade rates;
- the standardised blended daily-rate calculation;
- the Tenderer's pricing confirmations; and
- the authorised pricing declaration.

The information entered in Part C shall be read together with this Appendix.

Where a Tenderer is appointed to the Framework Agreement, the rates submitted and accepted through Part C shall become the Framework Member's initial maximum Framework Rates, subject only to any adjustment expressly permitted under the Framework Agreement.

This Appendix sets out the rules governing those rates but does not require the Tenderer to duplicate the Daily Rate Card or pricing declaration within the RFT itself.

The rates submitted and accepted at Framework establishment will be the Framework Member's initial maximum ceiling rates for the relevant grades, subject only to any price adjustment expressly permitted under the Framework Agreement

## Appendix 3: Tenderers' Statement

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

### TENDERERS' STATEMENT

**TO:** The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the "Contracting Authority")

**RE:** Request for Tenders for the Provision of **Operational Procurement Support for Goods and Services**  
**Tender Reference: PAS139F**

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 Framework Agreement and the Services Contract, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of:
  - a) the RFT;
  - b) the Framework Agreement and agree that, if offered appointment to the framework, we will execute the Framework Agreement at Appendix 5 of the RFT and the Confidentiality Agreement at Appendix 7 of the RFT;
  - c) the Services Contract and agree if awarded any contract pursuant to the Framework Agreement to execute the Services Contract at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Services in accordance with the RFT, our Tender, the SRFT and our response to SRFT if awarded any Services Contract pursuant to a Framework Agreement.
5. We agree that, if awarded any contract pursuant to a Framework Agreement that 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 specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract pursuant to a Framework Agreement, 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 and as required by the SRFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the

Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. Any subcontractor, supplier or other entity on whose capacity we rely as part of our Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- 13 The Tenderer confirms that, if appointed, it intends to participate actively in the Framework and will maintain a genuine capacity to consider relevant Mini-Competition opportunities throughout the Framework Term

**SIGNED**

**Company**

**(Authorised Signatory)**

**Print name**

**Address**

**Date**

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

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.

### Appendix 3A: Schedule A – Declaration of no foreign financial contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has not been in receipt of any foreign financial contributions]

TO: The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the “Contracting Authority”)

RE: Request for Tenders for the Supply of **Procurement Support Services (Goods and Services)**

**Tender Reference: PAS139F**

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560.

**SIGNED**

**Notifying Party**

**(Authorised Signatory)**

**Print name**

**Address**

**Date**

### **Appendix 3A: Schedule B – Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold**

[To be completed by notifying parties where the value of the procurement procedure is equal to or

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greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions that do not exceed *de minimis aid* as defined in Article 3(2) of Regulation (EU) 1407/2013 (i.e. €200,000) per third country over any consecutive three period]

#### **Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

##### **1. Description of the public procurement (Section 1 of Form FS-PP)**

##### **2. Information about notifying parties (Section 2 of Form FS-PP)**

##### **3. Declaration (Section 7 of Form FS-PP)**

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

##### **4. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

**Appendix 3A: Schedule C – Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)**

[To be completed by notifying parties where the value of the procurement procedure is equal to or

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greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €200,000 and €999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete Table 2 below and they may aggregate the foreign financial contributions without indicating their values.]

**Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

**1. Description of the public procurement (Section 1 of Form FS-PP)**

**2. Information about notifying parties (Section 2 of Form FS-PP)**

**3. Declaration (Section 7 of Form FS-PP)**

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

**4. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

**Table 2**

For reporting of foreign financial contributions which are of a value between €200,000 and €999,000 in the last three (3) years preceding the declaration

| Third Country | Brief Description of the financial contributions |
|---------------|--------------------------------------------------|
| Country A     |                                                  |
| Country B     |                                                  |
| Country C     |                                                  |
| Country D     |                                                  |

**Appendix 3A: Schedule D – Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)**

[To be completed by notifying parties where the value of the procurement procedure is equal to or

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greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete the table below. They must list all foreign financial contributions received, to include all non-notifiable foreign contributions received in the last three (3) years preceding the declaration.]

**Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

**1. Description of the public procurement (Section 1 of Form FS-PP)**

**2. Information about notifying parties (Section 2 of Form FS-PP)**

**3. Declaration (Section 7 of Form FS-PP)**

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560.

**4. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

### **Table**

For reporting of foreign financial contributions which are of a value between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration, to include all non-notifiable foreign contributions.

| <b>Third Country</b> | <b>Type of Financial Contribution (FC)</b> | <b>Brief Description of the purpose of the FC and the granting entity</b> | <b>Estimated value of the FC</b> |
|----------------------|--------------------------------------------|---------------------------------------------------------------------------|----------------------------------|
| Country A            |                                            |                                                                           |                                  |
| Country B            |                                            |                                                                           |                                  |
| Country C            |                                            |                                                                           |                                  |
| Country D            |                                            |                                                                           |                                  |

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of aggregated foreign financial contributions in the three (3) years prior to notification, valued equal to or greater than €4M per third country].

**1. Description of the public procurement (Section 1 of Form FS-PP)**

**2. Information about notifying parties (Section 2 of Form FS-PP)**

**3. Foreign Financial Contributions – (Section 3 of Form FS-PP)**

**3.1** For the purposes of this section 3.1, the notifying party(ies) should report foreign financial contributions falling into the scope of Article 5(1), points (a), (b), (c) and (e) of Regulation (EU) 2022/2560, which are amongst the most likely to distort the internal market.

**3.1.1.** In order to allow the Commission to determine whether a foreign financial contribution has been granted to an undertaking that was ailing within the meaning of Article 5(1)(a) of Regulation (EU) 2022/2560, notifying parties should indicate whether any of the following conditions were met at any point of time in the three years prior to the notification.

**3.1.1.1.** Is the notifying party a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses?

☐ yes ☐ no

**3.1.1.2.** Is the notifying party a company where at least some members have unlimited liability for the debt of the company, and where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses?

☐ yes ☐ no

**3.1.1.3.** Is the notifying party subject to collective insolvency proceedings or does it fulfil the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors?

☐ yes ☐ no

**3.1.1.4.** In the case the notifying party in question is not an SME:

**3.1.1.4.1.** has the notifying party's book debt to equity ratio been greater than 7,5 for the past two years

and

3.1.1.4.2. has the notifying party's EBITDA interest coverage ratio been below 1,0 for the past two years?

☐ yes ☐ no

3.1.1.5. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying party(ies) ☐ yes ☐ no

3.1.1.6. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, indicate if there is a restructuring plan capable of leading to the long-term viability of that party and if this restructuring plan includes a significant own contribution by the notifying party and provide details of that plan.

3.1.1.7. If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest profit and loss account statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

3.1.2. Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.3 Has the notifying party been in receipt of an export financing measure that is not in line with the OECD Arrangement on officially supported export credits (Article 5(1)(c)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.4. Has the notifying party been in receipt of a foreign financial contribution enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

- 3.2.** For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:
- 3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).
  - 3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.
  - 3.2.3. Amount of each financial contribution.
  - 3.2.4. Purpose and economic rationale for granting the financial contribution to the party
  - 3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.
  - 3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).
  - 3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).
  - 3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).
  - 3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.
- 3.3** Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

**Table 1**

Information to be included in Table 1 below by notifying parties.

- (i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.

- (ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.
- (iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- (iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
  - (a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
  - (b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below
- (v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
  - (a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
  - (b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
  - (c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
  - (d) Foreign financial contributions below the individual amount of EUR 1 million.
- (vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

| Third Country | Type of Financial Contribution (FC)* | Brief Description of the purpose of the FC and the granting entity** | Total Estimated value of the FC granted*** |
|---------------|--------------------------------------|----------------------------------------------------------------------|--------------------------------------------|
| Country A     |                                      |                                                                      |                                            |
| Country B     |                                      |                                                                      |                                            |
| Country C     |                                      |                                                                      |                                            |
| Country D     |                                      |                                                                      |                                            |

Note: please provide a separate table for each of the notifying parties. Third countries and, where possible, types of contributions, should be ordered by total amount of foreign financial contribution, from the highest to the lowest.

\* Identify the financial contributions grouping them by type: such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation 2022/2560), or other. (

\*\* General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

\*\*\* Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1 000 million'

#### **4. Justification for absence of unduly advantageous tender – (Section 4 of Form FS-PP)**

4.1\_\_For any of the foreign financial contributions enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e) of Regulation (EU) 2022/2560), are there any elements which can be adduced to demonstrate that the tender is not unduly advantageous directly or indirectly due to the financial contribution(s) received, including the elements referred to in Article 69(2) of Directive 2014/24/EU.

In that regard, notifying parties should detail any elements that in their view may demonstrate that their tender is not unduly advantageous.

4.2\_\_The elements may in particular refer to:

- 4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;
- 4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- 4.2.3. The originality of the work, supplies or services proposed by the tenderer;

- 4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;
- 4.2.5. Compliance with obligations regarding subcontracting.

## **5. Possible Positive Effects - ( Section 5 of Form FS-PP)**

5.1\_\_If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

## **6. Supporting Documentation – (Section 6 of Form FS-PP)**

Notifying parties are required to provide the following for each notifying party:

6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.

6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.

6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.

6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

**7. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

## Appendix 4: Declaration as to Personal Circumstances of Tenderer

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Re: Request for Tenders for the Provision of **Procurement Support for Goods and Services Tender**  
**Reference: PAS139F**

**NAME:** [Click here and insert name]

**ADDRESS:** [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
  - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
  - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or [Click here and insert name of entity].
  - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
  - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
  - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
  - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:
  - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

- b. has carried out the preparation of the Tender independently.
  
- 4. [Click here and insert name of entity]:
  - a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
  - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
  - c. is not guilty of grave professional misconduct.
  - d. has not entered into agreements with other economic operators aimed at distorting competition.
  - e. is not aware of any conflict of interest due to its participation in the Competition;
  - f. has not had any prior involvement in the preparation of the Competition;
  - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
  - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
  - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
  
- 5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
  
- 6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
  
- 7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

---

**Signature of Declarant**

**Declared before me by \_\_\_\_\_ who is personally known to me**

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

**at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

---

**(signed)**

**Practising Solicitor/Commissioner for Oaths**

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

## Appendix 5: Framework Agreement

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Framework Agreement for the provision of Procurement Support Services for Goods and Services  
Tender Reference: PAS139F

**THIS FRAMEWORK AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20**

("the Framework Agreement")

### **BETWEEN:**

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation, whose offices are located at [Address] ("the Contracting Authority"); and

[Insert name of Framework Member] whose principal place of business is at [Address] ("the Framework Member")

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

### **WHEREAS:**

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [ ] and entitled "[ ]" ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on [www.etenders.gov.ie](http://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 Framework Agreement.
2. The Framework Member submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member 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 Framework Agreement.
3. The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

**“Commencement Date”** means \_\_\_\_\_;

**“Contract”** means a contract which is awarded in accordance with this Framework Agreement

**“Services Contract”** means the template contract attached at Appendix 6 to the RFT;

**“Framework Client”** means any party identified in Part 1, paragraph 1.4 of the RFT who may award Contracts pursuant to this Framework Agreement;

**“Framework Term”** means the period set out in Clause 2.5 of this Framework Agreement;

**“Month”** means a calendar month;

**“Prime Contractor”** has the meaning set out in Part 1, paragraph 2.5 of the RFT;

**“Subcontractor”** has the meaning set out in Part 1, paragraph 2.5 of the RFT;

Unless otherwise specified herein, a defined term used in this Framework Agreement shall have the same meaning as assigned to it in the RFT.

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 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.

## **2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT**

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.
- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Framework Client(s) are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement by the Framework Client(s) and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Framework Client(s) shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire [insert term of Framework] thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.
- 2.6 Not Used.
- 2.7 The Contracting Authority would refer the Framework Member in particular to the provisions of Regulation EU 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to its obligation to comply therewith.

## **3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS**

- 3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement or as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

## **4. SERVICES CONTRACT**

- 4.1 This Framework Agreement relates to the provision of the Services.
- 4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to the Framework Client(s) in accordance with the Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Framework Member shall be required to enter into the Services Contract with the Framework Client.

## **5. PROCEDURE FOR AWARD OF CONTRACTS**

- 5.1 On each occasion that a Framework Client proposes to award a Contract under this Framework Agreement, the Contracting Authority or the Framework Client shall issue (by electronic means) a Supplementary Request for Tenders ("SRFT") to all Framework Members in accordance with the following procedure (a "Mini-Competition"):
- 5.1.1 The SRFT shall set out:
- the scope and term of the Contract to be awarded;
  - the deadline (date and time) for the receipt of responses to the SRFT (each a "Response") taking into account the complexity of the Contract and the time needed to prepare an appropriate Response. Responses received after the deadline will not be considered;
  - the types and levels of insurance required for the Contract;
  - any additional conditions (if any) that will apply to the Contract in addition to the terms and conditions of the Services Agreement.
- 5.1.2 All Responses to the SRFT must be submitted via the etenders facility only. Responses received in any other manner including e-mail or hardcopy will not be considered.
- 5.1.3 Any clarifications issued by the Contracting Authority or the Framework Client, as applicable, in relation to a SRFT will be communicated via the etenders facility only.
- 5.1.4 The Framework Client may award a Contract following an evaluation of the Responses based on the award criteria set out in Clause 6.1 below.
- 5.1.5 The Contracting Authority and the Framework Client reserve the right to issue or seek written clarifications.

## 6. AWARD CRITERIA

**No Services Contract may be awarded under this Framework where the estimated total value of the requirement is below €50,000 excluding VAT**

### 6.1 Award Criteria

Each Services Contract under the Framework Agreement shall be awarded by Mini-Competition among the Framework Members eligible to provide the relevant Services.

The Services Contract shall be awarded to the Framework Member submitting the most economically advantageous tender, as determined by the criteria, sub-criteria, weightings and evaluation methodology stated in the relevant SRFT.

The Framework Client shall develop the specific questions and response requirements for the Mini-Competition. Those questions and requirements must:

- fall within the scope of the Mini-Competition Award Criteria set out below;
- be related and proportionate to the subject matter of the Services Contract;
- be consistent with the Framework Agreement, Requirements and Specification and Services Contract;
- not materially alter the scope or nature of the Framework; and
- be disclosed in full in the SRFT.

The following headings and weighting ranges may be used:

| No. | Mini-Competition Award Criterion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Permitted weighting |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1   | <b>Quality of Approach, Methodology and Deliverables</b> — including understanding of the requirement, mobilisation, work planning, methodology, quality assurance, dependencies, proposed deliverables, records and handover.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 10%–30%             |
| 2   | <b>Personnel, Grade Fit, Assignment Management and Continuity</b> — including the suitability of proposed personnel for their assigned responsibilities; the proportionality of the proposed grade mix; availability; supervision; assignment management; continuity; and substitution arrangements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 10%–30%             |
| 3   | <b>Governance, Risk, Procurement Integrity and Secure Delivery</b> — including governance and escalation, risk management, conflicts and independence, audit-ready records, information handling, cybersecurity, responsible AI use and business continuity, where relevant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0%–15%              |
| 4   | <b>Knowledge Transfer, Sustainable Procurement and Assignment-Specific Added Value</b> — including assignment-specific knowledge transfer, usable handover, applicable green and socially responsible procurement capability and any assignment-specific added value expressly requested in the SRFT.<br><br>Any added value evaluated under this criterion must: <ul style="list-style-type: none"> <li>• relate directly to the subject matter of the Services Contract</li> <li>• fall within the scope of the Framework</li> <li>• be capable of objective evaluation</li> <li>• not constitute a separate consultancy or out-of-scope service and</li> <li>• be incorporated as an enforceable commitment in the successful Response and Services Contract.</li> </ul> | 0%–10%              |
| 5   | <b>Price</b> — evaluated using the pricing model and methodology stated in the SRFT,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 30%–80%             |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|  | comprising a Fixed Project Price, a Blended Daily Rate or Professional-Grade Daily Rates, subject to the applicable maximum Framework Rates and Appendix 2.<br><br>Price shall normally carry a weighting of not less than 60%.<br>A Framework Client may apply a lower price weighting where this is objectively justified by the complexity, risk or required outcomes of the assignment and the reasons are recorded before issue of the SRFT. |             |
|  | <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>100%</b> |

*The Framework Client shall not award additional marks solely for higher corporate titles, additional years of experience beyond the stated requirement or use of a higher Personnel Grade where that additional seniority is not relevant to the assignment*

Framework Clients may use sub-criteria as part of their assessment.

Any sub-criteria will be consistent with the range of weightings identified above.

The weightings selected for the quality criteria and price must total 100%. A Framework Client need not use every quality criterion where a criterion is not relevant to the assignment, provided that the SRFT identifies all criteria to be applied

Within the caps, The Framework Client will identify in the relevant SRFT the pricing model and evaluation methodology applicable to the proposed Services Contract.

All underlying professional-grade rates used in a Mini-Competition must be equal to or below the Framework Member's applicable maximum Framework Rates.

## 6.2 Cost

The Framework Client shall identify in the relevant Mini-Competition documentation or Supplementary Request for Tender ("SRFT") the pricing model and evaluation methodology applicable to the proposed Services Contract.

The SRFT may require

- **Fixed Project Price;**
- **Blended Daily Rate;**
- **Professional-Grade Daily Rates;**

Where appropriate to the nature or duration of the requirement, the Framework Client may require a Blended Hourly Rate or Professional-Grade Hourly Rates derived from the applicable daily rates.

The Framework Client shall select the pricing model appropriate to the nature, scope, value, duration and certainty of the requirement.

The SRFT shall state, as applicable:

- the pricing model;
- the pricing information to be submitted;
- any grade mix, estimated quantities or assumptions used for evaluation;
- the price-calculation and scoring methodology;
- whether quantities are indicative or guaranteed;
- the applicable daily or hourly calculation;
- any approval requirements for additional time or work; and
- any applicable financial ceiling.

All daily rates submitted at Mini-Competition stage must be equal to or below the Framework Member's applicable maximum Framework Daily Rates.

All hourly rates must be derived from, and must not exceed the hourly equivalent of, the Framework Member's applicable maximum Framework Daily Rates.

The detailed price, payment, invoicing and change-control terms applying to an individual Services Contract shall be stated in, or governed by, that Services Contract.

#### **6.2.1 Fixed Project Price**

Where a Fixed Project Price is required:

- the SRFT shall define the activities and deliverables to be included in the price;
- the Framework Member shall be responsible for its proposed internal grade mix and resource allocation;
- the Fixed Project Price shall include all resources and costs required to deliver the activities and deliverables stated in the SRFT; and
- no additional amount shall be payable unless expressly permitted under the Services Contract or agreed through its change-control procedure.

The Framework Member shall remain bound by the personnel, quality, delivery and substitution commitments in its successful Response.

The use of a Fixed Project Price shall not entitle a Framework Member to apply a separately chargeable daily or hourly rate exceeding its applicable maximum Framework Rate.

#### **6.2.2 Blended Daily or Hourly Rate**

Where a Blended Daily Rate is required:

- the Framework Client shall state in the SRFT the professional grades and grade mix to be used;
- the applicable percentages must total 100%;
- the blended rate shall be calculated using the formula stated in the SRFT; and
- each underlying professional-grade rate must be equal to or below the Framework Member's applicable maximum Framework Daily Rate.

The grade mix used at Framework-establishment stage shall not automatically apply to a Mini-Competition. The Framework Client may use that grade mix where appropriate or specify a different grade mix reflecting the assignment.

The SRFT shall state whether the grade mix is:

- used solely for price evaluation; or
- also intended to apply, subject to the successful Response and Services Contract, to delivery and payment.

Where requested in the SRFT, the Framework Member shall provide an estimate of the number of days required to support the calculation of an indicative overall cost.

Where the Framework Client requires a Blended Hourly Rate:

- the SRFT shall identify the professional-grade mix;
- each underlying hourly rate shall be calculated from the applicable maximum Framework Daily Rate;
- the blended hourly rate shall be calculated using the formula and grade mix stated in the SRFT; and
- the blended hourly rate shall not be used to circumvent any applicable maximum Framework Rate.

#### **6.2.3 Professional-Grade Daily or Hourly Rates**

Where Professional-Grade Daily Rates are required:

- the Framework Client shall identify the professional grade or grades required;
- each proposed daily rate must be equal to or below the Framework Member's applicable maximum Framework Daily Rate;
- work shall be priced at the professional grade of the responsibility stated in the SRFT; and
- deployment of a person with greater seniority or a higher internal title shall not entitle the Framework Member to charge a higher rate.

Where Professional-Grade Hourly Rates are required:

- each hourly rate shall be derived from the Framework Member's applicable maximum Framework Daily Rate;
- one day shall comprise eight (8) hours, exclusive of breaks;
- the maximum hourly rate shall be calculated by dividing the applicable maximum Framework Daily Rate by eight;
- the proposed hourly rate must be equal to or below that calculated maximum; and
- the SRFT shall state any minimum chargeable unit, estimated number of hours and maximum financial limit.

The SRFT may state estimated days or hours, maximum days or hours, or a maximum expenditure.

An estimated quantity shall not constitute a guaranteed volume unless the SRFT or Services Contract expressly provides otherwise.

#### **6.2.4 Grade and Pricing Integrity**

Work shall be priced at the professional grade of the responsibility specified in the SRFT rather than the internal title or seniority of the person proposed or deployed.

Where a higher-graded person performs work allocated to a lower grade, the lower applicable rate shall apply.

Where the Framework Client approves an upward substitution:

- the substitution shall not increase the amount payable;
- for a Professional-Grade Daily or Hourly Rate assignment, the applicable rate shall remain the rate accepted for the original grade in the successful Mini-Competition Response;
- for a Blended Daily or Hourly Rate assignment, the accepted blended rate shall remain unchanged; and
- for a Fixed Project Price assignment, the accepted Fixed Project Price shall remain unchanged.

Where a lower-graded person is approved or used, the amount payable shall not exceed the lower of:

- the rate accepted for the original role; and
- the applicable contracted rate for the professional grade actually delivering the Services.

Personnel substitutions and the procedures governing prior approval, continuity, handover, verification and contractual consequences shall be governed by the Services Contract.

#### **6.2.5 Maximum Framework Rates**

For the purpose of this clause:

- the maximum Framework Daily Rate is the rate submitted by the Framework Member and accepted at Framework-establishment stage for the relevant professional grade, as adjusted only where expressly permitted under the Framework Agreement; and
- the maximum Framework Hourly Rate is the applicable maximum Framework Daily Rate divided by eight.

A Framework Member may offer rates below its applicable maximum Framework Rates.

A Framework Member shall not tender or charge:

- a Professional-Grade Daily Rate exceeding its applicable maximum Framework Daily Rate;

- a Professional-Grade Hourly Rate exceeding its applicable maximum Framework Hourly Rate;
- an underlying grade rate used in a blended calculation that exceeds its applicable maximum Framework Rate; or
- an unauthorised supplement, margin or additional charge that causes the amount payable to exceed the applicable pricing limit.

The published maximum capped daily rates shall remain the absolute ceilings applying to the relevant professional grades throughout the Framework term.

#### **6.2.6 Mini-Competition Pricing Compliance**

A Framework Member's Mini-Competition Response must comply with:

- the pricing model and instructions stated in the SRFT;
- the Framework Member's applicable maximum Framework Rates;
- this Pricing Schedule; and
- the Framework Agreement.

A Response may be deemed non-compliant where it materially departs from those requirements, including by:

- exceeding an applicable maximum Framework Daily or Hourly Rate;
- using an underlying grade rate above the applicable maximum Framework Rate in a blended-rate calculation;
- applying an unauthorised expense, supplement, margin or additional charge;
- failing to provide required pricing information; or
- failing to apply the pricing formula or assumptions stated in the SRFT.

The treatment of a pricing irregularity, including any clarification or correction that may lawfully be permitted, shall be governed by the Framework Agreement, the SRFT and applicable public procurement law.

#### **6.2.7 Invoicing Consistency**

Amounts invoiced shall be consistent with:

- the pricing basis stated in the Services Contract;
- the successful Mini-Competition Response;
- the personnel and grades approved by the Framework Client;
- the Services actually delivered; and
- any change approved under the Services Contract.

Where charges are based on days, hours or professional grades, the Framework Member shall maintain records sufficient to support the personnel, grade, time and rate invoiced.

Where a Services Contract is awarded for a Fixed Project Price, invoices shall follow the payment milestones or other payment arrangements stated in that Services Contract.

Invoice content, supporting evidence, approval, payment, disputes, audit, overpayment recovery and contractual remedies shall be governed by the Services Contract.

- 6.1 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Framework Client.
- 6.2 The Contracting Authority or the Framework Client may cancel a Mini-Competition at any time prior to a Contract being executed by the Framework Client. Any notification of preferred bidder status by the Contracting Authority or a Framework Client shall not give rise to any enforceable rights by the Framework Member.

- 6.3 The Framework Client will require the Framework Member to whom it has decided to award the Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) of the RFT. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then the Contracting Authority may proceed to offer the Contract to the next highest-ranked Tenderer.

## **7. APPLICABLE LAW AND JURISDICTION**

- 7.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

## **8. COMPLIANCE WITH LAWS**

- 8.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and any and all Contract(s).

## **9. TAX CLEARANCE**

- 9.1 The Framework Member shall comply with all applicable EU and domestic taxation laws and requirements.
- 9.2 Prior to the award of any Contract, the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority or any Framework Client. By supplying these numbers the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors.

## **10. ANTI COMPETITIVE CONDUCT**

- 10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with 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.

## **11. CONFLICTS OF INTEREST**

- 11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Subcontractor(s)) (a "Conflict") must be fully disclosed to the Contracting Authority and any relevant Framework Client(s) immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority and / or the Framework

Client(s) may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority and / or the Framework Client(s) will, in their absolute discretion, decide on the appropriate course of action.

## **12. REGISTERABLE INTEREST**

- 12.1 Any registerable interest involving a Framework Member and the Contracting Authority, any Framework Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority and / or Framework Client(s) immediately upon such information becoming known. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

## **13. CONFIDENTIALITY**

- 13.1 All communications between the Contracting Authority or any Framework Client(s) and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority and any Framework Client with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member's employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority and/or the Framework Client(s), to sign a confidentiality agreement in a format as determined by the Contracting Authority and/or the Framework Client(s).
- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.
- 13.3 No publicity regarding this Framework Agreement or any Mini Competition or Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority and any relevant Framework Client(s) has given their prior written consent to the relevant communication.

## **14. NOTICES**

- 14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- 14.2 All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;

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

## 15. GIFTS

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority and the Framework Client(s) may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

## 16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

- 16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. Neither the Contracting Authority nor any Framework Client shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

## 17. TERMINATION

- 17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving [insert period] months written notice to the Framework Member.
- 17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;
- 17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and the Framework Client(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Client.

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

Without prejudice to the generality of the foregoing, the following shall be deemed to be a serious breach of a Contract awarded pursuant to this Framework Agreement:

[insert]

- 17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, 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;
- 17.2.4 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
- 17.2.5 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.
- 17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 17.4 The Contracting Authority 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 Contracting Authority becomes aware:
- 17.4.1 that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Framework Member;
- 17.4.2 that the Framework Member (on its own or resulting from its subcontractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- 17.5 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

## **18. FREEDOM OF INFORMATION**

- 18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this 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.

## **19. DISPUTE RESOLUTION**

- 19.1 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.

- 19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within [insert] days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

**IN WITNESS WHEREOF** this Framework Agreement has been executed by the Parties hereto as of the date first above written.

|                                                                                                                                                                            |                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SIGNED</b> by _____,</p> <p>being an Officer so authorised<br/>by the <b>CONTRACTING AUTHORITY</b></p> <p>in the presence of:</p> <p>_____</p> <p><b>Witness</b></p> | <p><b>SIGNED</b> by _____,</p> <p>being an Officer so authorised<br/>by the <b>FRAMEWORK MEMBER</b></p> <p>in the presence of:</p> <p>_____</p> <p><b>Witness</b></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## ANNEX 1 TO THE FRAMEWORK AGREEMENT

### Framework Participation, Management and Reporting

Each Framework Member shall nominate an authorised **Framework Manager** and a deputy to act as the principal points of contact with the OGP for Framework-management purposes. The Framework Member shall notify the OGP promptly of any change to those contacts.

Each Framework Member shall submit a Framework report at the frequency specified by OGP, which will not normally be more frequent than quarterly. The report may include:

- Mini-Competition invitations received and Responses submitted
- Services Contracts awarded, including their value and pricing basis
- reasons for declining or not responding to Mini-Competitions, where requested
- the status of active and completed Services Contracts
- material personnel, capacity, continuity or substitution issues
- SME, consortium and subcontractor participation;
- material conflicts of interest, performance issues, complaints or significant incidents
- Framework Client feedback available to the Framework Member
- material changes affecting the Framework Member's continuing capacity or compliance and
- other information reasonably required for proportionate management and oversight of the Framework.

A Framework Member with no reportable activity during the relevant quarter shall submit a nil return unless the OGP directs otherwise.

Framework Members are expected to participate actively in the Framework. Unless otherwise expressly provided in the Framework Agreement, a Framework Member is not required to submit a Response to every Mini-Competition. Persistent or unexplained non-participation may be considered by the OGP through Framework performance management and supplier relationship management, having regard to the circumstances and any explanation provided by the Framework Member.

A Framework Member shall notify the OGP promptly where a material or continuing issue may affect:

- its ability to participate in Mini-Competitions
- its capacity to deliver the Services
- its access to the required professional-grade capability
- its consortium, subcontracting or relied-upon arrangements or
- its continuing compliance with the Framework Agreement.

A matter requiring prompt notification under the Framework Agreement, a Services Contract or applicable law shall not be deferred until the next quarterly report.

The OGP may use quarterly reports, participation information, Framework Client feedback and other information available under the Framework Agreement to support:

- monitoring of Framework participation and utilisation
- supplier relationship and performance management
- pricing and value-for-money monitoring
- capacity and continuity planning
- SME and subcontractor participation reporting
- procurement-integrity and governance oversight and
- continuous improvement of the Framework.

Assignment-specific reporting requirements shall be determined by the relevant Framework Client and stated in the SRFT or Services Contract. Such reporting may address progress, deliverables, personnel

and grades, risks, dependencies, Framework Client approvals, expenditure, records, knowledge transfer and handover, as appropriate to the assignment.

Any assignment-specific reporting requirement that may materially affect a Framework Member's proposed solution, personnel, delivery arrangements, technology, risk or price shall be identified in the SRFT.

The OGP and Framework Clients should avoid unnecessary duplication of reporting. Where appropriate, assignment-level information may be aggregated for Framework-reporting purposes, previously submitted information may be confirmed as current, and related information requests may be coordinated.

Reports shall contain only information reasonably required for the relevant management purpose and shall not include confidential evaluation deliberations, unnecessary personal data, legally privileged information, security-sensitive information or information that could compromise a live procurement, unless disclosure is lawfully required and managed under the applicable contractual arrangements.

Detailed requirements concerning formal notices, incident reporting, records retention, audit, invoicing, payment, disputes, change control, remedies, suspension, termination and exit shall be governed by the Framework Agreement or Services Contract, as applicable.

Nothing in this Annex:

- creates a separate reporting or contract-management regime
- creates an additional contractual remedy
- transfers procurement decision-making from the Framework Client
- makes the Contractor responsible for managing the contract awarded through the supported procurement
- extends the scope of the Framework or
- varies the Framework Agreement or Services Contract.

## Appendix 6: Services Contract

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[Insert name of Framework Client]

and

[Insert successful Framework Member's full legal name]

### AGREEMENT

Relating to the Provision of Services pursuant to

Request for Tenders for the Establishment of a Multi Supplier Framework for the provision of Procurement Support Services for Goods and Services **Tender Reference: PAS139F**

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

[Insert name of Framework Client] of [address] ("the Client");

and

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

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

**WHEREAS:**

- A. By Request for Tender entitled "Operational Procurement Support Services for Goods and Services Tender Reference: PAS139F" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number \_\_\_\_\_ of \_\_\_\_\_ ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of 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](http://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.
- C. The Contracting Authority and the Contractor entered into a framework agreement on [insert date of Framework Agreement] (the "Framework Agreement"). The Framework Agreement is incorporated by reference into this Agreement.
- D. In accordance with the Framework Agreement, by way of Supplementary Request for Tenders dated [insert date of SRFT] ("the SRFT"), the Client invited responses from Framework Members for the provision of Services. References to the SRFT shall include any clarifications issued by the Client via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) between [insert date] and [insert date] (the "SRFT Clarifications"). The SRFT (including the SRFT Clarifications) is hereby incorporated by reference into this Agreement.
- E. The Contractor submitted a response to the SRFT dated the [Date of Response] (the "Response"). References to the Response shall include any clarifications issued by the Contractor in writing to the Client between [insert date] and [insert date] (the "Response Clarifications"). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

**IT IS HEREBY AGREED AS FOLLOWS:**

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

- i. This Agreement and Schedules A to E attached hereto;
  - ii. The Framework Agreement;
  - iii. The RFT;
  - iv. The SRFT;
  - v. The Submission;
  - vi. The Response.
2. The Contractor agrees to provide the Services described in Schedule B (the “Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT, the SRFT, the Submission and the Response (“the Specification”).
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client’s Contact is [insert contact name] of [insert contact address]; the Contractor’s Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].
5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on [insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

*Delete and replace with “Not Used” if not applicable:*

The Client reserves the right to extend the Term for a period or periods of up to [Insert number] months with a maximum of [Insert number] 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)

Witness

\_\_\_\_\_

SIGNED for and on behalf of the Contractor

\_\_\_\_\_

Witness

\_\_\_\_\_

## Schedule A: Terms and Conditions

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### 1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
  2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
  3. comply with all local security and health and safety arrangements as notified to it by the Client; and
  4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4), 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 as well as in the case of contracts awarded based on a framework agreement, where the estimated value of those contracts is equal to or above the values set out in Article 4 of Directive 2014/24 EU and where those framework agreements 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 , upon request, adequate evidence corresponding to point (i) or (ii) above;
- iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

## 2. KEY PERSONNEL

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

## 3. PAYMENT

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

- D. then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

#### 4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

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

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
6. the status of the Contractor, as declared in the “Declaration as to Personal Circumstances of Tenderer” dated [date], which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
8. *Delete and replace with “Not Used” if not applicable:*  
it has inspected the Client’s premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
9. the Client shall be under no obligation to purchase any minimum number or value of Services; and

10. it retains and shall maintain for the Term insurances for the nature and amount specified in the SRFT. 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.10.
- 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

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

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. ***Delete and replace with "Not Used" if not applicable:***
- Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(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 under any circumstances exceed [insert amount – eg: [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.
- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

[insert]

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

- G. *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:*

Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

- H. *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:*

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [amount] per week/day, or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of [amount] (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

## 6. INTELLECTUAL PROPERTY

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

- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

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

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

## 7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
  - 1. its professional advisers subject to the provisions of this clause 7; or
  - 2. as may be required by law; or
  - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
  - 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the Confidentiality Agreement between the Contractor and the Client dated [insert date] and entered into pursuant to clause 13.2 of the Framework Agreement ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

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

is lawfully received by the disclosing Party from a third party (with full right to disclose).

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

- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall 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 [insert number] calendar days either Party may terminate at 14 days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

## 9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving [insert period of time months] written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [insert period of time months] written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
  2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
  3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
  4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
- i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
  - ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. If requested by the Client, the Contractor shall, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

## 10. CONTRACT MANAGEMENT

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

## 11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

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

- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

## **12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION**

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

## **13. NOTICES**

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

## **14. ASSIGNMENT AND SUBCONTRACT**

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent

amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract

from the commercial register or other competent authority of the country in which the person is established.

## **15. ENTIRE AGREEMENT**

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

## **16. SEVERABILITY**

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

## **17. WAIVER**

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

## **18. NON-EXCLUSIVITY**

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

## **19. MEDIA**

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

## **20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS**

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

- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

## 21. ACCESS TO PREMISES

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

## 22. EQUIPMENT

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

Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

## **23. NON SOLICITATION**

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

## **24. CHANGE CONTROL PROCEDURE**

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

## 25. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

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

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

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 ( General Data Protection Regulation);
  - ii. the data subject has enforceable rights and effective legal remedies;
  - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

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

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

L. The Contractor shall:-

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

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

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

M.

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

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

(OR IF USING A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

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

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

## **26. ADDITIONAL CONDITION(S)**

[Delete and replace with 'Not Used' if not applicable:

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

## **Schedule B:           Services: The Specification**

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[Insert when completing contract]

## Schedule C: Charges

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[Insert when completing contract]

## **Schedule D:        Service Levels**

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[Insert at RFT stage, if applicable, or when completing contract]

## Schedule E: Data Protection

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[complete when completing the contract]

### Processing, Personal Data and Data Subjects

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

## Appendix 7: Confidentiality Agreement

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

The [insert name of Contracting Authority]/[insert name of Framework Client] of [insert address] (hereinafter “the Client”) of the one part; and [Framework Member's legal name] of [Framework Member's address] (hereinafter called “the Contractor”) of the other part.

### WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the [insert name of 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 and the [Insert name of Contracting Authority] have entered into a framework agreement dated [insert date] (“the Framework Agreement”).

- B. For the purposes of the tender process referred to in the RFT (the “Competition”), the Framework Agreement and any subsequent contract or contracts awarded thereunder (if any) (the “Contract(s)”) 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 Client 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 Client 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 Client, 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 Framework Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and
  - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and

repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Client, 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 Clients; 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 Client, as applicable; 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 Clients 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 Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;

6.3 upon termination of the Competition (or the Framework Agreement or the Contract) for whatever reason to furnish to the Client all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority and/or any

Framework Client) 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 Client 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 Client and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Framework Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Client as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client, as applicable, 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 Framework Agreement 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 is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
  - D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
    - (1) process that Personal Data only on the written instructions of the 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 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.

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

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

*(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)*

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

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

SIGNED for and on behalf of the Client

\_\_\_\_\_

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Contractor

\_\_\_\_\_

Witness

*[complete when completing the confidentiality agreement]*

Processing, Personal Data and Data Subjects

4. Processing by the Contractor
  - 4.1 Subject matter of processing
  - 4.2 Nature of processing
  - 4.3 Purpose of processing
  - 4.4 Duration of the processing
5. Types of personal data
6. Categories of data subject

**End of Document**