Request for Tenders dated 17th August 2026 to establish a Multi Supplier Framework Agreement for the provision of Accounting, Audit & Financial Advisory Services to the Irish Public Sector

Tender Reference: PBF144F

Tender procedure: Open procedure

Tender Deadline: 05th October 2026 at

12:00pm (noon)

Contents

Part 1: Introduction

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 In summary, the Services comprise:

1. Accounting Services
2. Audit Services
3. Financial Advisory Services
4. Actuarial and Pension Advisory Services

The services required will have an estimated total value of €165 million over a 4 year term.

The full scope of services is outlined in Appendix 1, Part 2.

The list of services at Appendix 1, Part 2 under each Framework Agreement Lot is a **non-exhaustive** list and merely serves to illustrate the type of services that can be procured under the Framework Agreement. It is not required that Tenderers can provide each and every required service listed under each Framework Agreement Lot to be admitted to the relevant Framework Agreement Lot.

1.3 The framework agreement will be divided into 7 lots (each a "Lot") as described below. Each Lot will result in a separate framework agreement (each a "Framework Agreement").

Lot Number	Lot Description	Maximum Number of Framework Members
1	**Accounting Services - Estimated Contract Value €25,000 - €140,000**	25
2	**Accounting Services - Estimated Contract Value in excess of €140,000**	25
3	**Audit Services - Estimated Contract Value €25,000 - €140,000**	25
4	**Audit Services - Estimated Contract Value in excess of €140,000**	25
5	**Financial Advisory Services - Estimated Contract Value €25,000 - €140,000**	25
6	**Financial Advisory Services - Estimated Contract Value in excess of €140,000**	25
7	**Actuarial & Pension Advisory Services - Estimated Contract Value in excess of €25,000**	25

There are no restrictions on the number of Lots that a Tenderer can either tender for or be appointed to.

Tenderers should note that each Lot is a separate Framework Agreement and membership of each individual Framework Agreement will depend on the evaluation of the Tenders received from Tenderers for each Lot.

References in this RFT to Framework Agreement shall be deemed to refer, as the context so admits or requires, to each Framework Agreement entered into under Framework Agreements Lot 1, 2, 3, 4, 5, 6, and 7 and also to all of the Framework Agreements collectively.

Submission of Tenders for multiple Framework Agreement Lots:

Tenderers are required to complete and submit a separate Tender Response Document (“TRD”) for every Lot that they are tendering for as per requirements as set out in 2.6 of this RFT – e.g. if you are applying for Lot 1 submit one Tender response document, if you are applying for Lots 1 and 2, submit two Tender response documents - i.e. a Tenderer submitting for both Lots would submit 2 separate Tender response documents.

Tender Response Format:

Tenderers should note that it is a mandatory requirement of this Competition for Tenderers to complete the Tender Response Documents ("TRD") for each lot, provided as a separate attachment to this RFT. The purpose of the TRD is to simplify and streamline the tender response process for all Tenderers and to simplify and streamline the evaluation process for the Contracting Authority.

The TRD comprises of -

1. **Part A** – Selection Criteria
2. **Part B** – Applicable Qualitative Award Criteria (Non Cost)
3. **Part C** - Cost Award Criterion

The TRD must be submitted in accordance with the submission requirements in paragraph 2.6.1 of this RFT. The Tenderer's response in the Tender Response Document must also address all of the requirements of this RFT in respect of each Lot(s) they are tendering for.

Tenderers must submit one Tender submission per Lot.

Award of Services Contracts under the Framework Agreement:

The award of Service Contracts under this Framework Agreement shall be me made in accordance with the rules set out in paragraph 2.3 of this RFT and Section 5 of the Framework Agreement contained at Appendix 5 of this RFT.

Each Service Contract will be awarded by way of supplementary competition ("Mini Competition") amongst the Framework Members appointed to that Framework. The Services Contracts will be awarded to the highest ranking Framework Member determined by application of the Mini Competition Award Criteria in clause 6 of the Framework Agreement. Framework Members successful at Mini-Competition shall provide the Services in accordance with the terms and conditions of the contract set out at Appendix 6 of this RFT (the "Services Contract").

The award criteria for Mini-Competitions shall be:

Award Criteria	Weighting (range)
Ultimate Cost	**20% - 80%**
Service Delivery Methodology	**0% - 50%**
Understanding of the Brief	**0% - 50%**
Technical Merits of the Proposed Resources	**0% - 50%**
Proposals on the incorporation of Environmentally Sustainable and/or Social Considerations into the delivery of the services	**5% - 20%**

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

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

1.4 It is anticipated that a minimum of 2 and a maximum of 25 members (each a "Framework Member") will be appointed to the Framework Agreement for each Lot. 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
7. 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 (subject to paragraph 1.6 below, if applicable, be for a term of 48 months ("the Term").

1.6 The Term will not exceed four (4) years in aggregate.

1.7 The Contracting Authority estimates that the aggregate expenditure on the Services to be covered by the proposed Framework Agreements may amount to some €165 million (excl. VAT) over the Term. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

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.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority/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.

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 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, eTenders messaging facility for this competition, post, hand delivery, etc.) will NOT be accepted.

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

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documentation (combined) in the Tender submitted.

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

2.6.2 Tenders must be received not later than **12:00pm (noon) on 05th October 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 for each Lot.

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. Queries will be accepted no later than 12:00pm (noon) on 14th September 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. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right, at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

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 Tenderers should note that the Maximum Per Diem Rates submitted in their Tender may be increased only on the second anniversary of the Effective Date of the Framework Agreement (as defined in the Framework Agreement) and on subsequent anniversaries of the Effective Date thereafter, and then only by a maximum of 3% on the second anniversary and a further 3% on the third anniversary. The percentage increases may only be applied once they have been agreed with the Contracting Authority in writing. Only one increase on the Maximum Per Diem Rates is permissible at each anniversary referenced above.

For the avoidance of doubt, this clause 2.10.6 refers to the Maximum Per Diem Rates under the Framework Agreement only, and does not apply to any existing Services Contracts awarded under the Framework which are already in place. The SRFT, which will issue during a Mini-Competition will set out whether or not any similar conditions will be included in any Services Contract.

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. 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 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*

2.20.2 *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:

Type of Insurance	Indemnity Limit
Employer's Liability	€13 Million for any-one (1) claim and unlimited in the period of insurance.
Public Liability	€6.5 Million for any-one (1) claim or series of claims arising out of a single occurrence per period of Insurance.
Professional Indemnity	€2 Million for any-one (1) claim per period of Insurance.
Cyber Insurance	€5 Million for any-one (1) claim and in the aggregate per insurance policy year.
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 and risk profile of the Services Contract.	

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.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, 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 each Lot applied for in this Competition as set out in part 3.2 below (the "Selection Criteria"), will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

  (i) completes and submits a separate eESPD in respect of each such entity, and

  (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

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

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

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

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

(iii) 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.

3.2.A Economic and Financial Standing

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

For each Framework Agreement Lot(s) tendered for, Tenderers must declare by way of **eESPD** that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case. This eESPD declaration must be submitted for each individual lot. For the avoidance of doubt if a Tenderer is submitting a tender for all 7 Lots they must submit an eESPD for each Lot applied for.

3.2. A (i) Turnover

Framework Agreements Lots 1, 3, 5, and 7

	Minimum Requirement	Qualifying Threshold
Economic and Financial Standing	The Tenderer must declare by way of the eESPD that the annual turnover of the tenderer for each of the last three financial years (or where the date of establishment is more recent, for each year the Tenderer has been established) is equal to or exceeds: **€50,000 (Ex VAT) per annum.**	**Pass/Fail**

Framework Agreements Lots 2, 4, and 6

	Minimum Requirement	Qualifying Threshold
Economic and Financial Standing	The Tenderer must declare by way of the eESPD that the annual turnover of the tenderer for each of the last three financial years (or where the date of establishment is more recent, for each year the Tenderer has been established) is equal to or exceeds: **€280,000 (Ex VAT) per annum**.	**Pass/Fail**

3.2. A (ii) Solvency

Framework Agreements Lots 1, 2, 3, 4, 5, 6, and 7

	Minimum Requirement	Qualifying Threshold
Economic and Financial Standing	The Tenderer must declare by way of the eESPD that it is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due and will upon request, prior to (and as a condition of) appointment to the Framework Agreement provide the Contracting Authority with a letter from their principal auditors confirming the Tenderer is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due.	**Pass/Fail**

Please Note: Prior to award of a place on a Framework Agreement(s), or when requested by the Contracting Authority, Tenderers will be required to provide the following supporting evidence for the Economic and Financial Standing.

(Turnover and Solvency)

- An auditor's/accountant's statement for the period covered by the accounts (submitted by the auditor) to confirm the Tenderer's turnover for each of the three most recent financial years (for which audited accounts are available) or where the date of establishment is more recent for each year the Tenderer has been established;
- A letter from their principal auditors/accountants confirming the Tenderer is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due.

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

3.2.B **Technical and Professional Ability**

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

3.2. B (i) Professional Qualifications & Membership

In respect of each Framework Agreement Lot(s) tendered for, Tenderers must declare by way of eESPD that they satisfy the recognised professional Qualification 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. This eESPD declaration must be submitted for each individual lot. For the avoidance of doubt if a Tenderer is submitting a tender for all 7 Lots they must submit an eESPD for each Lot applied for.

Framework Agreements Lot 1 and 2

	Minimum Requirement	Qualifying Threshold
Professional Qualifications	The Tenderer must declare by way of the eESPD that staff proposed by the Tenderer in relation to Lots 1 and 2 are Qualified or Part Qualified Accountant/s. This is limited to the professional qualification issued by the following bodies, Association of International Accountants, Chartered Accountants, Chartered Institute of Certified Accountants, Certified Public Accountants, Chartered Institute of Management Accountants, Chartered Institute of Public Finance and Accountancy or recognised equivalent.	**Pass/Fail**
Professional Membership	The Tenderer must declare by way of the eESPD that their organisation is a member of a Prescribed Accountancy Body that comes within the supervisory remit of the Irish Auditing and Accounting Supervisory Authority (IASSA) or a recognised equivalent, the Tenderer also confirms adherence to any Code of Ethics or Responsible Business Conduct policies as prescribed by same. A professional services delivery company, providing accountancy services must provide confirmation that they are a registered company and comply with their Companies Registration Office requirements.	**Pass/Fail**

Framework Agreements Lot 3 and 4

	Minimum Requirement	Qualifying Threshold
Professional Qualifications	The Tenderer must declare by way of the eESPD that staff proposed by the Tenderer in relation to Lots 3 and 4 are Qualified or Part Qualified Accountant/s or Auditors. This is limited to the following professional qualification issued by the following bodies, Chartered Accountants, Chartered Institute of Certified Accountants, Certified Public Accountants, Chartered Institute of Management Accountants, Chartered Institute of Public Finance and Accountancy, Chartered Institute of Internal Auditors UK and Ireland or recognised equivalent.	**Pass/Fail**
Professional Membership	The Tenderer must declare by way of the eESPD their organisation is a member of a Prescribed Accountancy Body that comes within the supervisory remit of the Irish Auditing and Accounting Supervisory Authority (IASSA) or a recognised equivalent, the Tenderer also confirms adherence to any Code of Ethics or Responsible Business Conduct policies as prescribed by same. A professional services delivery company, providing auditing services must provide confirmation that they are a registered company and comply with their Companies Registration Office requirements.	**Pass/Fail**

Framework Agreements Lot 5 and 6

	Minimum Requirement	Qualifying Threshold
Professional Qualifications	The Tenderer must declare by way of the eESPD that staff proposed by the Tenderer in relation to Lots 5 and 6 hold a recognised relevant qualification in respect of the services outlined Appendix 1 Part B. For example, in respect to Tax Advisory this would require that staff proposed by the Tenderer in relation to Lots 5 and 6 hold a Chartered Tax Advisor (CTA) Qualification or recognised equivalent.	**Pass/Fail**
Professional Membership	The Tenderer must declare by way of the eESPD that their organisation, where applicable to the nature of the services being provided, is a member of a Prescribed Professional Services body, the Tenderer also confirms adherence to any Code of Ethics or Responsible Business Conduct policies as prescribed by same. For example, in respect of Tax Advisory, the Tenderer must confirm that they are a member of Chartered Accountants, Associates of the Irish Tax Institute or recognised equivalent.	**Pass/Fail**

Framework Agreements Lot 7

	Minimum Requirement	Qualifying Threshold
Professional Qualifications	The Tenderer must declare by way of the eESPD that staff proposed by the Tenderer in relation to Lots 7 hold a recognised Actuary qualification.	**Pass/Fail**
Professional Membership	The Tenderer must declare by way of the eESPD that their organisation, where applicable to the nature of the services being provided, is a member of the Society of Actuaries in Ireland or recognised Equivalent, the Tenderer also confirms adherence to any Code of Ethics or Responsible Business Conduct policies as prescribed by same.	**Pass/Fail**

3.2. B (ii) Previous Experience

Framework Agreements Lot 1, 3, 5 and 7

	Minimum Requirement	Qualifying Threshold
Using the Table in Tender Response Document – Part A, Section A5 (which is replicated for information), Tenderers must provide the information specified in respect of each contract example.		
Technical and Professional Ability	Tenderers must demonstrate that they have successfully delivered or are currently successfully **delivering three (3)** projects/contracts for the services required, in the Lot that they are applying, to a contract **value of €25,000 or above**, within the past **three (3) years** to the satisfaction of the client referee. Each of the example contracts provided must be for services **similar in nature and scope to the Services required for each Lot(s) in Appendix 1 Part 2 of this RFT.** As part of this Tender documentation, Tenderers are supplied with a template reference letter which they must submit fully completed by the Referee (Named Contracting Authority) which verifies the information provided in the Tender Response in respect of previous experience including nature of services, value of contract and satisfaction of client referee. The client reference letter should be inserted and returned in Tender Response Document – Part A. Sample of Letter replicated below for information. **Note:** The Contracting Authority may contact any or all referees without prior notice being given to the Tenderer. Tenderers must complete **Section A5 of Tender Response Part A for each Lot**.	**Pass/Fail**

Framework Agreements Lot 2, 4 and 6

<table>
<tr><th></th><th>Minimum Requirement</th><th>Qualifying Threshold</th></tr>
<tr><td colspan="3">Using the Table in Tender Response Document – Part A, Section A5 (which is replicated for information), Tenderers must provide the information specified in respect of each contract example.</td></tr>
<tr><td>Technical and Professional Ability</td><td>Tenderers must demonstrate that they have successfully delivered or are currently successfully delivering three (3) projects/contracts for the services required, in the Lot that they are applying, to a contract value of €140,000 or above, within the past three (3) years to the satisfaction of the client referee.

Each of the example contracts provided must be for services similar in nature and scope to the Services required for each Lot(s) in Appendix 1 Part 2 of this RFT.

As part of this Tender documentation, Tenderers are supplied with a template reference letter which they must submit fully completed by the Referee (Named Contracting Authority) which verifies the information provided in the Tender Response in respect of previous experience including nature of services, value of contract and satisfaction of client referee. The client reference letter should be inserted and returned in Tender Response Document – Part A. Sample of Letter replicated below for information.

Note: The Contracting Authority may contact any or all referees without prior notice being given to the Tenderer. Tenderers must complete Section A5 of Tender Response Part A for each Lot.</td><td>Pass/Fail</td></tr>
</table>

All Framework Agreements Lots 1, 2, 3, 4, 5, 6 and 7 - Previous Experience

Sample of Contract Example Table – Tenderer must complete all sections of the table below

PREVIOUS PROJECT/CONTRACT #1	
Framework Lot # - Lot Name –	
Name of Project/Contract	Click here and insert the name of project or matter on which you delivered service.
Client/Contracting Authority	Click here and insert the name of the client or contracting authority.
Public or Private Sector?	Click here and insert either Public or Private
Contract Description (**Max 1 Page**)	Click here and insert a full description of services provided to the Client/Contracting Authority
Contract Value excluding VAT	€Click here and insert the total value charged or if commercially confidential certify the contract value is over the minimum threshold for the Lot i.e. €25,000 or €140,000
Contract Duration (**Start/Finish**)	Click here and insert the start date and finish date of the project/contract
Comparability Narrative (**Max 1 Page**)	Click here and insert a short narrative that outlines the extent to which you feel the services are comparable to the Contracting Authorities current requirements

Previous Experience – Sample of Reference Letter –

Insert Contracting Authority's/Clients Headed Paper

Office of Government Procurement
3A Mayor Street Upper
Dublin 1
D01 PF72

Re: Contractor Reference Verification – **Multi Supplier Framework Agreement for the provision of Accounting, Audit and Financial Advisory Services PBF144F**

(Please Select Applicable Lot/Lots below and delete non applicable lots):
Lot 1 Accounting Services €25,000 - €140,000
Lot 2 Accounting Services €140,000 +
Lot 3 Audit Services €25,000 - €140,000
Lot 4 Audit Services €140,000 +
Lot 5 Financial Advisory Services €25,000 - €140,000
Lot 6 Financial Advisory Services €140,000 +
Lot 7 Actuarial & Pension Advisory Services €25,000+

Dear Office of Government Procurement,

In regard to the Office of Government Procurement (OGP) procurement process of establishing a Multi-Supplier Framework for the provision of Accounting, Audit and Financial Advisory Services to the Irish Public Sector, I have been asked by {Insert Contractor's Name} to provide the following reference in verification of their previous experience in providing {Insert Nature of services provided} to {Insert Contracting Authority's/Client Name}.

I can confirm the following in respect of {Insert Contractor's Name} application to the Framework.

Please indicate by way of a tick for each question	**Yes**	**No**
The services listed above were or are currently provided to your organisation by {Insert Contractor's Name}	☐	☐
The value of the services provided exceeded {€25,000 / €140,000} (Please delete non relevant figure)	☐	☐
At least part of the services provided were delivered to the {Insert Contracting Authority's / Client Name} within the last 3 years.	☐	☐
{Insert Contracting Authority's/Client Name} are satisfied with the overall performance of the Contract.	☐	☐
(optional) Any additional comments		

I acknowledge that while the information provided will be treated in the strictest confidence by the Office of Government Procurement, it may be subject to disclosure under the Freedom of Information Act 2014.

If the Office of Government Procurement have any queries in relation to the above, you can contact {Insert email address}.

Yours sincerely,

{Insert Name and Surname of the person signing on behalf of the Contracting Authority / Client}

Where the Tenderer fails or is unable to provide the specified documentation or if the information provided does not demonstrate that the Tenderer has provided the services as described above within the last three (3) years, the Tenderer will be eliminated from the Competition for the relevant Lot(s)

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:

For avoidance of doubt each lot will be evaluated separately.

Award Criteria for All Lots 1, 2, 3, 4, 5, 6, and 7

- Tenders will be evaluated using the Award Criteria outlined in the table below.
- Particular attention is drawn to the Minimum Qualifying Thresholds which applies to the award criteria below.
- The Minimum Qualifying Threshold applies to Award Criterion 1 and Award Criterion 2.
- Tenderers must address each of the award criteria below in Part B (Non Cost) and Part C (Cost Criterion) of the Tender Response Document.

Award Criteria	Marks Available	Minimum Qualifying Threshold 60%	Cross Reference to the RFT	Tender Response Document Reference
1. Quality of Planning and Service Methodology	**250**	**150**	**Appendix 1 Part 4**	**Tender Response Document Part B Section B1**
2. Quality of Contract Management Methodology	**150**	**90**	**Appendix 1 Part 4**	**Tender Response Document Part B Section B2**
3. Cost (Blended Daily Rate)	**600**	**N/A**	**Appendix 2**	**Tender Response Document Part C Section 1**
Total	**1,000**			

All Lots Qualitative Assessment Award Criteria 1 and 2 (400 Marks)

Please refer to Appendix 1 Part 4 for further information in relation to Responses required to Qualitative Award Criteria 1 and 2.

- Qualitative Award Criteria will be assessed first.
- Only those Tenders that score a mark equal to or in excess of the Minimum Qualifying Threshold (as shown in the table above) for Award Criteria 1 and Award Criteria 2, will proceed to be evaluated under Award Criterion 3 (Cost).
- Tenderers should note that they must achieve the minimum qualifying threshold

  (MQT) stated in respect of award criterion 1 and award criterion 2. Failure to achieve the MQT will result in the elimination of the Tender from the Competition. Cost will not be evaluated for any Tender eliminated from the competition.

- **Scoring of the Qualitative Award Criterion 1 and 2** will be based on an assessment of the information provided by Tenderers, which must be supplied by Tenderers via the completed Tender Response Document Part B which is provided as a separate attachment to this RFT.

  The Evaluation Group will assess the information provided and each response element will be awarded marks using the following scoring methodology set out below:

Scoring Methodology Award Criteria 1 and 2

Weighting	Meaning
91% - 100%	A response that demonstrates an excellent level of quality, credibility, and understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A response that demonstrates a very good level of quality, credibility, and understanding of requirements and provides assurance that the Tenderer will deliver to a very good standard.
60% - 79%	A response that demonstrates a satisfactory level of quality, credibility and understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

All Lots: Cost Assessment Award Criterion 3 (Blended Daily Rate) (600 Marks)

The cost element of the award criteria will be assessed on the basis of a **Blended Daily Rate.**

- Tenderers are required to complete the Pricing Table in Part C of the Tender Response Document (replicated for information at Appendix 2 of this RFT), from which the Blended Daily Rate is calculated.

- **In Calculating the Blended Daily Rate, Tenderers must provide a maximum daily rate for each grade by inserting a monetary value for each Professional Grade Level in the table provided regardless of the size of the Tenderer's firm/practice.**

- For the avoidance of doubt Tenderers are not required to have staff for all Professional Grade Levels listed on the Blended Daily Rate Card when submitting a price for each Professional Grade Level.

- Where Tenderers do not have staff for each Professional Grade Level, Tenderers when inserting a monetary amount for each Professional Grade Level, must carefully consider at what rate he/she can provide the Services in practice.

- The Blended Daily rate has **set weightings** in the Cost Award Criteria table for the purposes of Framework evaluation only. These weightings **will not be applicable** at mini competition stage. Please do not adjust the allocated percentage input weightings.

- All prices quoted must be inclusive of all costs (including travel expenses and subsistence), expressed in Euro only, but exclusive of VAT.

- The lowest Blended Daily Rate tendered will receive maximum marks (**600 Marks**), available in the case of each Lot, the formula used will be as follows:

<table>
<tr><td rowspan="2">Cost Score =</td><td>Lowest Blended Daily Rate Submitted Under Framework Lot</td><td rowspan="2">x Maximum Number of Marks Available (600 Marks)</td></tr>
<tr><td>Blended Daily Rate under evaluation Under Framework Lot</td></tr>
</table>

Tie Break Rules

In the event that there is a tie for the last available place on a Lot (i.e. a tie for the 25th highest ranked Tenderer), the following tie-break approach will be adopted:

The Tenderer who has been awarded the highest marks for total Qualitative Award Criteria 1 and 2 combined (Non-Cost) of their Tender will be deemed to be the most economically advantageous tender ("MEAT").

In the event the Tenderers receive the same marks for the Qualitative Award Criteria (Non-Cost) element of their Tender, the Tenderer who has been awarded the highest marks for the 1 Quality of Planning and Service Methodology of their Tender will be deemed the MEAT.

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed in below until such time as a MEAT can be determined:

Order of Tie Break Evaluation Criteria:

1. Total marks for Qualitative Award Criteria (Non-Cost) (Criteria 1 and 2 combined).
2. Total marks for 1 Quality of Planning and Service Methodology.
3. Total marks for 2 Quality of Contract Management Methodology.
4. Total marks for 3 Total Cost only (Blended Daily Rate).

In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to attend at the Contracting Authorities premises to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

All Lots – Mini-Competition/Supplementary Request for Tenders (SRFT): Daily Rate Card/s

- Tenderers should note that this element of the response **will not be evaluated under the Award Criteria**. However, failure to complete the rate card at C2 of Part C of the TRD or the Tenderer's failure to input the professional grade rates used by the Tenderer to calculate the Blended Daily Rate submitted under Award Criterion 3, may result in the Tender being **deemed non-compliant and eliminated from the competition under the relevant Lot**.

- Tenderers **must complete a Daily Rate Card for each Framework Lot**. Tenderers must provide a Daily Rate Card (DRC) for each Professional Grade detailing the maximum ceiling rates charged per day for Mini-Competitions/SRFTs. The individual DRC is not evaluated but required to ensure ceiling rates are adhered to under all mini competitions subsequently run under the framework.

- Tenderers are reminded that the Rates tendered in response to this Competition will be capped for the Term of the Framework Agreement subject only to the increase in Rates allowed pursuant to clause 2.10.6 of the RFT. **Please Note: One day's work is defined as 7.5 hours.**

- The maximum ceiling Daily Rate Card charges for each Professional Grade cannot exceed the professional grade rates used by the Tenderer to calculate the Blended Daily Rate submitted under Award Criterion 3.

- Tenderers must provide a maximum daily rate by inserting a monetary value for each Professional Grade Level. **Tenderers must complete the full table provided in Section C2** of the Tender Response Document Part C (replicated for information at Appendix 2 of this RFT) regardless of the size of the Tenderers firm/ practice.

- For the avoidance of doubt Tenderers are not required to have staff for all Professional Grade Levels listed on the Maximum Daily Rate Card when submitting a price for each Professional Grade Level.

- Where Tenderers do not have staff for each Professional Grade Level Tenderers, when inserting a monetary amount for each Professional Grade Level, must carefully consider at what rate he/she can provide the Services in practice.

- Full descriptions of each Professional Grade Level are set out at Appendix 1 Part 3.
- The rates quoted must be inclusive of all costs (including travel expenses and subsistence), expressed in Euro only, but exclusive of VAT.

3.3.2 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.

3.3.3 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 7 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

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

Appendix 1 Part 1 Requirements and Specifications Introduction & Background

1. Introduction

1.1 The Office of Government Procurement (OGP) has been established to centralise the procurement of common goods and services across the public sector. This move is in line with best practice in the public and private sector and is part of the continuing reform programme being driven by the Public Expenditure, Infrastructure, Public Service Reform and Digitalisation. The reform of the public service procurement functions will deliver sustainable savings for the taxpayer and make a significant contribution to the deficit reduction programme.

1.2 The OGP has taken responsibility for the procurement of Professional Services. A key category for which a sourcing strategy has been developed is Accounting, Audit and Financial Advisory Services. This sourcing priority is based on the fact that the state procures a significant volume and value of financial consulting services in any given year from the market.

1.3 There is a broad and varied range of services required. The services vary depending on the sector, the practice area in each Lot and the complexity of the matter/service.

2. Scope of Framework

2.1 This competition relates to an Multi Supplier Framework Agreement(s) (PBF144F) for the provision of Accounting, Audit and Financial Advisory Services to the Irish Public Sector across seven (7) separate Lots, each Lot representing specific practice areas with the estimated contract value band for each mini competition.

2.2 The table at Appendix 1 Part 2 shows the typical subject matters that might arise under each of the Lots. This is a non-exhaustive list and merely serves to illustrate the type of services that may be procured under this Framework Agreement.

3. Structure of the Framework Agreement

3.1 The Framework Agreement has been structured in such a way that it contains seven (7) separate Lots, with each lot having a defined number of Framework Members appointed to it.

3.2 The lotting configuration has been designed to maximise market engagement based on an analysis of past spend.

3.3 It is the intention of this design to also facilitate the participation of a wide range of firms in providing services to the sector. In this respect, and in keeping with Circular 10/2014 the design of this framework will accommodate the participation of SMEs and specialist providers.

3.4 Each Lot will have a defined number of Framework Members appointed. The following table sets out the maximum number of Framework members that it is proposed will be appointed to each Lot.

3.5 Tenderers should note that each Lot will result in a separate Framework Agreement and membership of each individual Lot will depend on the evaluation of the Tenders received from Tenderers for each Lot.

Lot Number	Lot Description	Maximum Number of Framework Members
1	**Accounting Services - Estimated Contract Value €25,000 - €140,000**	**25**
2	**Accounting Services - Estimated Contract Value in excess of €140,000**	**25**
3	**Audit Services - Estimated Contract Value €25,000 - €140,000**	**25**
4	**Audit Services - Estimated Contract Value in excess of €140,000**	**25**
5	**Financial Advisory Services - Estimated Contract Value €25,000 - €140,000**	**25**
6	**Financial Advisory Services - Estimated Contract Value in excess of €140,000**	**25**
7	**Actuarial & Pension Advisory Services - Estimated Contract Value in excess of €25,000**	**25**

4. Framework Reporting

4.1 **The following applies to all seven (7) Framework Agreement Lots:**

The OGP, in its capacity as Contracting Authority, shall require reports that give a strategic view of the Framework Agreement and the Framework Member's performance. It will be a core requirement of this Framework Agreement that each Framework Member will provide to the Contracting Authority a quarterly and annual suite of Management Information (MI) reports, at a minimum with the information set out below to the Framework Agreement.

Additional reports may also be requested during the Term of a Services Contract, if deemed essential. The Framework Client undertakes to limit such additional reporting requirements to the necessary minimum, and Framework Member(s) shall be required to assist with the development of these additional reports. Any such MI reports shall be readily available for Framework Clients within ten (10) working days, or as agreed between both parties, following a request in writing

The Framework Member is responsible for its own costs in complying with the management provisions of this Framework Agreement. Please note that the management provisions of individual Service Contracts will remain the responsibility of each individual Framework Client.

Upon request of the Contracting Authority, Framework Members will be required to provide the following minimum management information to the Contracting Authority on an annual basis:

Minimum Report Types	Frequency
Number of issues and complaints raised (including resolution time) by Framework Clients.	Annually and on request by OGP.
Environmental Commitments and/or measurable reductions by way of KPIs where linked directly to the contract subject matter.	Periodic reviews of environmental performance as requested by FW Client and OGP
Number and Nature of Pro Bono services delivered with details of the party/organisation to which the services were provided (and only further to contracts awarded under this Framework Agreement).	Annually and on request by OGP. This shall be a cumulative report for the duration of the Framework.
Details relating to Innovation & Improvements delivered to clients via services awarded under this Framework Agreement.	Annually and on request by OGP.

5. Pro Bono Services:

All Tenderers are requested to sign and return the Pro Bono Declaration (set out at Appendix 8 to this RFT), which is a commitment by each firm to provide Pro Bono Services that deliver social value to charitable, community or volunteer groups.

The types of services provided may include expertise in areas such as accounting, audit, financial advisory, consultancy, training, mentoring, governance support, financial literacy initiatives, capacity-building activities, or other skills-based professional services relevant to the Supplier's expertise.

For guidance:

- Suppliers with fewer than 50 employees are expected to provide a minimum of 8 hours of Pro Bono Services per annum.

- Suppliers with 50 or more employees are expected to provide a minimum of 20 hours of Pro Bono Services per annum.

Framework Members are requested to commit to contractually deliver a specified quantum of services free of charge, with no expectation of payment, to:

(a) Economically and socially disadvantaged and marginalised individuals and communities, who cannot afford to pay for effective consultancy services without incurring significant financial hardship, and whose requirements would otherwise be unmet;

(b) Charitable and other non-profit organisations and social enterprises that work for them; and/or;

(c) Individuals and organisations on matters of public interest that would not otherwise be pursued.

The Framework Member is free to decide how and when to deliver Pro Bono services to the not-for-profit/voluntary/community sector. Services shall be of the same quality of professional service as provided to paying clients. It will be a requirement of this Framework to report on the quantum and nature of Pro Bono services delivered annually under this Framework Agreement.

Compliance with this commitment shall be demonstrated through a brief annual statement outlining:

- the activities undertaken;
- the beneficiary supported; and
- the approximate number of hours provided.
- a short explanation of how the activity was linked to the award of a contract(s) associated with membership of the Framework Agreement.

Appendix 1 Part 2: Requirements and Specifications
Typical Subject Matter for Lot 1, 2, 3, 4, 5, 6 and 7

The general scope and typical requirements falling under each Lot are set out in tables below. While it is expected that there may be a crossover in the provision of the services (i.e. Tenderers may be capable of providing services which fall within more than one category of service), Tenderers are required to decide for themselves which category of services (i.e. which Lot) the majority of their services will fall under and align their Tenders in accordance to the main characteristics of those Lots as set out in Table below.

Tenderers may bid for more than one Lot. Where bidding for more than one Lot, Tenderers are required to submit a separate Tender for each Lot being tendered for and Tenderers must align their Tenders for each separate Lot to the main characteristics of the Lot as described in Tables below.

The following table(s) shows the typical subject matter that might arise under each of the Lot(s) for the provision of Accounting, Audit and Financial Advisory Services that Tenderers may be requested to undertake if successful in a mini competition undertaken under the Framework.

It should be noted also that there is no commitment to run mini competitions for any of the services listed.

This is a non-exhaustive list and merely serves to illustrate the type of Services that can be procured under the Framework Agreement(s). It will not be mandatory that Tenderers can provide every required service under each Framework Agreement Lot(s) to be admitted to the relevant Framework Agreement Lot.

Use of Artificial Intelligence within the Framework

Framework Members may use Artificial Intelligence ("AI"), including machine learning, generative AI and advanced data analytics, in the performance of the Services where such use:

- falls within the scope of the relevant Services Contract;
- is proportionate to the nature and risk of the assignment;
- complies with applicable law and professional standards; and
- is permitted by the relevant Framework Client.

The Framework Member shall ensure that:

- AI use is subject to appropriate risk assessment, governance and human oversight;
- personnel using AI possess appropriate AI literacy and competence;
- AI does not replace professional judgement, independence, objectivity or accountability;
- AI is not used as the sole basis for audit opinions, assurance conclusions, financial advice, valuations, risk assessments or professional recommendations;
- confidential information, personal data, financial records, audit working papers and other Client Data are not processed through publicly available or unapproved AI tools;
- Client Data is not used to train, test or improve third-party AI models without the prior written consent of the Framework Client;
- material AI-generated content is reviewed and verified by appropriately qualified personnel before reliance is placed upon it; and
- appropriate records are maintained of any material AI use.

The Framework Member remains fully responsible for the accuracy, quality, legality and professional integrity of all Services and Deliverables, irrespective of whether AI or other digital technologies are used in their preparation.

The provision of the services by the Framework Member shall comply with all applicable legislation, including but not limited to the EU AI Act, GDPR, the Data Protection Act 2018, NIS2 and any applicable Irish public sector policies, guidance and cybersecurity requirements.

Lots 1 & 2 Accounting Services Lot 1 Estimated Contract Value (€25,000 - €140,000) Lot 2 Estimated Contract Value (over €140,000)
The general scope of the services under **Lots 1 & 2** is for the delivery of a range of Technical and Transaction accounting services. The typical types of services that may be required by Framework Clients under this Lot are set out below. This is a non-exhaustive list and merely serves to illustrate the type of Services that can be procured under Lots 1 and 2 Accounting Services.
▪ Accounting (Technical and Transaction) Advisory Services. ▪ Business Accounting Services. ▪ Bookkeeping Services. ▪ Payroll Services. ▪ Financial Reporting, Compliance and Accounts Preparation. ▪ Tax Compliance and Preparation. ▪ Corporate Tax Services. ▪ Other Accounting and Taxation compliance Advice and Assistance. ▪ Financial Processes Management, Payment Cycle Management Services. ▪ Outsourced Accounting Services.

Lots 3 & 4 Audit Services Lot 3 Estimated Contract Value (€25,000 - €140,000) Lot 4 Estimated Contract Value (over €140,000)
The general scope of the services under **Lots 3 and 4** is for the delivery of a wide range of auditing services. The typical types of services that may be required by Framework Clients under this Lot are set out below. This is a non-exhaustive list and merely serves to illustrate the type of Services that can be procured under Lots 3 & 4 Audit Services.

- Financial Statement Audit.
- Forensic Accountancy Investigations.
- Fraud Audit.
- External Audit.
- Internal Audit.
- Investigations and Advisory Services.
- IT Systems Audit, including but not limited to ICT systems and processes, ICT Controls and ICT governance (including ICT Projects & Security)
- Probity Audit.
- Special Purpose Audits and Review Engagements and Quality Assurance and Advice (including Independent Quality Assurance and Quantitative Risk Analysis).
- Specialist technical audits.
- Specialist audit support.
- Advice on financial statements and related documents.
- Quality assurance of internal audit performance.
- Compliance and quality audit.
- Development of internal audit strategy and methodology.
- Financial irregularity Audit.
- Governance Review.
- Grant audit and certification.
- Risk management and internal audit control.
- Supplier audit and supply chain assurance.
- Sustainability assurance.
- Public Procurement Audit.

Lots 5 & 6 Financial Advisory Services Lot 5 Estimated Contract Value (€25,000 - €140,000) Lot 6 Estimated Contract Value (over €140,000)
The general scope of the services under **Lots 5 and 6** is for the delivery of a wide range of financial & taxation consultancy services. The typical types of services that may be required by Framework Clients under this Lot are set out below. This is a non-exhaustive list and merely serves to illustrate the type of Services that can be procured under Lots 5 & 6 Financial Advisory Services.

- Tax Planning and Advisory.
- Appraisal of Investment Proposals.
- Financial Analysis and Modelling.
- Financial Strategy.
- Project Financial Management (including Budgeting, Estimating, Forecasting, and Modelling /Asset financial management valuation, sales and disposals).
- Public Private Partnerships (including Business Case and Strategy).
- Mergers, acquisitions and divestment finance solutions.
- Capital fund raising, derivatives and hedging.
- Financial Cost benefit studies and analysis.
- Corporate restructuring and flotation.
- Costing review and evaluation.
- Creditor management advisory services.
- Developing and assessing project proposals.
- Due diligence services, including financial/accounting, taxation and/or pension reviews and advice, in relation to any proposals presented by, or issues related to, State Bodies, including strategic/business/financial plans, financing/borrowing proposals, capital investment proposals and acquisition/divestment/joint venture proposals.
- Due diligence services and other accounting, taxation and/or pensions advice in relation to the acquisition or disposal of any interest in, or any assets of, State Bodies or any winding up, reorganisation or restructuring of State Bodies.
- Financial performance review and viability studies.
- Financial policy and strategy advice including options appraisal, communications, analysis and modelling.
- Financing public infrastructure projects and negotiations.
- Funding management.
- Investment, financial advice and market services.
- Financing/borrowing proposals, capital investment proposals and acquisition/divestment/joint venture proposals.

- Financial and commercial advice in relation to corporate governance of State Bodies, including dividend policy, expected return on capital and board/management appointments/remuneration.
- Corporate finance advice in relation to the acquisition or disposal of any interest in, or any assets of, State Bodies or any winding up, reorganisation or restructuring of State Bodies.
- Financial and commercial advice in relation to any Investment Proposals.
- Financial, commercial and strategic reviews and advice in relation to any proposals presented by, or issues related to, State Bodies, including strategic/business/financial plans, financing/borrowing proposals, capital investment proposals and acquisition/divestment/joint venture proposals.
- Other corporate finance advice and assistance.

Lot 7 Actuarial & Pension Advisory Services Estimated Contract Value (over €25,000)
The general scope of the services under **Lots 7** is for the delivery of a range of traditional actuarial services and pension advisory services. The typical types of services that may be required by Framework Clients under this Lot are set out below. This is a non-exhaustive list and merely serves to illustrate the type of Services that can be procured under Lot 7 Actuarial Services.
▪ Actuarial Services. ▪ Actuarial Advisory Services. ▪ Revenue generation and analytics ▪ Solvency II ▪ Risk management services ▪ Market entry/exit and restructuring ▪ Operational excellence ▪ Outsourced Role ▪ Head of Actuarial Function ▪ Reviewing Actuary ▪ Independent Actuary/Expert ▪ IFRS 17 ▪ Claims Reserving ▪ Premium Rating ▪ Data analytics ▪ Actuarial Function Reports & Opinions ▪ ORSA projections and reports ▪ Actuarial Models, Methods & Assumptions ▪ Data & Model Validation ▪ Standard Formula SCR Calculations ▪ Assessment of Capital Optimisation initiatives ▪ Gap Analysis ▪ Impact Assessment ▪ Assessment of strategic initiatives ▪ Branch Applications

- Portfolio Transfers
- Support with Mergers & Acquisitions
- Benefits Consulting
- General Pension Consultancy
- Documentation Maintenance
- Capturing/Establishment and maintaining of a pensions data management systems.
- Support HR teams in administering pension schemes.
- Provide periodic overviews/questions and answers briefing sessions for employees including briefing materials for new employees.
- Provide advice on Pension Adjustment Orders.
- Advice and assistance support and administration with Superannuation Scheme, Spouse's and Children's Scheme and Single Public Service Pension Scheme and/ or to reflect legislative changes in line with the public sector.
- Provide advice and guidance on legislative obligations or otherwise under current pensions legislation.
- Generate personalized /generic annual pension benefit statements both annually and on an Ad Hoc basis as requested
- Pension entitlements, including possible Supplementary Pension entitlements
- Purchase of temporary, prior and notional service and additional Voluntary Contributions
- Early retirement on the grounds of ill-health and actuarial reduced early retirements
- Deferred pensions and preserved benefits
- Actuarial reduced early retirements
- Gratuity calculation – Death, Ill heath, Retirement
- Pension contributions due where applicable
- Calculations and administration of the spouses', civil partners and children scheme
- Dates employed to specified cut-off date (FTE for each employment period)
- Transferred values, transferred service and added years (if applicable)
- Claw-back periods if applicable (service prior to permanency/transferred service)
- Provision and circulation of scheme information and provision of timely reports
- Advising and where applicable providing calculations for supplementary pensions

- Day to day administrative support including:
- Capturing and maintaining data and addressing pension queries raised by staff
- Provision and circulation of scheme information
- Ensuring compliance (legislative obligations or otherwise) and corporate governance and to update schemes to reflect legislative and/or changes within the public sector model scheme
- Monitoring developments/changes
- Pay Spouses and Children's contributions in respect of service prior to commencement of the scheme.
- Transfer service to/from Public Sector Transfer Network (PSTN) and the Local Government Transfer Network (LGTN).
- Provide members' briefings/information sessions, updating pension scheme booklets and periodic face to face information and Q&A sessions to members if required (e.g. on introduction of retrospective spouses and children's scheme buy- back, on commencement of prior service transfer and notional service process).
- Liaison with third parties as required (i.e., DoH, Pensions Board, other organisations, e.g. in relation to the transfer of pensions benefits, etc).

Appendix 1 Part 3: Requirements and Specifications Professional Grade Levels Accounting Lots 1 & 2		
Grade	**Consulting Profile**	**Indicative characteristics**
Level 5	**Managing Director/Partner/ Subject Matter Expert**	A qualified accountant (Association of International Accountants, Chartered Accountants, Chartered Institute of Certified Accountants, Certified Public Accountants, Chartered Institute of Management Accountants, Chartered Institute of Public Finance and Accountancy or recognised equivalent) with significant, proven, industry recognised post qualification experience and significant, proven, industry recognised financial experience. Extensive experience in their specialist field, in which they are nationally or internationally renowned as an expert. In depth knowledge of public sector accounting and management practices. Likely to have more than 15 years' experience as an accountant.
Level 4	**Director/Senior Accountant**	A qualified accountant (Association of International Accountants, Chartered Accountants, Chartered Institute of Certified Accountants, Certified Public Accountants, Chartered Institute of Management Accountants, Chartered Institute of Public Finance and Accountancy or recognised equivalent) with significant, proven post qualification experience and relevant significant, proven, industry recognised financial experience. Good knowledge of public sector accounting and management practices. Likely to have more than 7 years' experience as an accountant.
Level 3	**Accountant**	A qualified accountant (Association of International Accountants, Chartered Accountants, Chartered Institute of Certified Accountants, Certified Public Accountants, Chartered Institute of Management Accountants, Chartered Institute of Public Finance and Accountancy or recognised equivalent) with post qualification exposure and relevant proven financial experience. Likely to have more than 3 years' experience as an accountant.
Level 2	**Part Qualified Accountant**	A part qualified (Association of International Accountants, Chartered Accountants, Chartered Institute of Certified Accountants, Certified Public Accountants, Chartered Institute of Management Accountants, Chartered Institute of Public Finance and Accountancy or recognised equivalent) with financial experience. Likely to have more than 3 years' experience as an accountant.

Level 1	**Junior Accountant**	A qualified Accountant technician or part qualified accountant (Association of International Accountants, Chartered Accountants, Chartered Institute of Certified Accountants, Certified Public Accountants, Chartered Institute of Management Accountants, Chartered Institute of Public Finance and Accountancy or recognised equivalent) with exposure in finance. Likely to have 1 year's experience in a finance role.

Appendix 1 Part 3: Requirements and Specifications Professional Grade Levels Audit Lots 3 & 4		
Grade	**Consulting Profile**	**Indicative characteristics**
Level 5	**Managing Director/Partner/ Subject Matter Expert**	A qualified auditor or accountant (Chartered Institute of Internal Auditors UK and Ireland accredited or recognised equivalent) with relevant significant, proven, industry recognised post-qualification internal audit experience, sound knowledge of public sector environment and management practices. Regarded as an expert nationally or internationally. Likely to have more than 15 years' experience as an auditor.
Level 4	**Director/Senior Audit Manager**	A qualified auditor or accountant (Chartered Institute of Internal Auditors UK and Ireland accredited or recognised equivalent) with proven relevant post-qualification internal audit experience and sound knowledge of public sector environment and management practices. Likely to have more than 10 years' experience as an auditor.
Level 3	**Audit Manager**	A qualified auditor or qualified accountant (Chartered Institute of Internal Auditors UK and Ireland accredited or recognised equivalent) with relevant internal audit experience and sound knowledge of public sector environment. Likely to have more than 7 years' experience as an auditor.
Level 2	**Auditor**	A qualified auditor or part qualified accountant (Chartered Institute of Internal Auditors UK and Ireland accredited or recognised equivalent) with relevant internal audit experience and knowledge of public sector environment. Likely to have more than 3 years' experience as an auditor.
Level 1	**Junior Auditor**	An auditor undergoing professional training for an audit or accountancy qualification, with relevant exposure to audit. Likely to have 1 year's experience in an audit role

Appendix 1 Part 3: Requirements and Specifications Professional Grade Levels Financial Consultant Lots 5 & 6		
Grade	**Consulting Profile**	**Indicative characteristics**
Level 5	**Managing Director/Partner/ Subject Matter Expert**	Extensive achievement in their specialist field, and possessing a recognised record of consistently and extensively delivering valued services to clients in wide-ranging, complex and business- critical contexts. Highly-attuned to client needs and client contexts, consistently applying strategic insight and leadership qualities to both client contexts and consultancy teams. In depth knowledge of the public sector, of current policy, political issues affecting it and/or international perspective on industry or sector trends and challenges. Likely to have more than 15 years' experience as a professional financial consultant, accountant or tax advisor.
Level 4	**Director/Principal/ Senior Manager**	Recognised expert in specialist field(s) with a proven and extensive track-record of valued and high-quality consultancy delivery. Highly experienced manager of a project and client portfolios, and a great familiarity and appreciation of the public sector, current policy and political issues. Fully engaged in all aspects of project planning, bidding, budgeting, project management, risk management, project delivery and quality assurance, and in leading and managing teams and developing the experience and capability of others. Likely to have more than 10 years' experience as a professional financial consultant, accountant or tax advisor.
Level 3	**Manager**	Extensive experience in the planning, bidding and management of engagements and projects with responsibilities that include quality assurance and client satisfaction. Substantial proven experience in specialist fields of capability, and proven understanding of the needs of clients and how to ensure service value is delivered. Highly-proficient in project and client relationship management. Likely to have more than 7 years' experience as a professional financial consultant, accountant or tax advisor.

Level 2	**Senior Consultant**	Professional consultant with extensive experience and with areas of specialist capability and expertise. Well-practised in client-facing roles, and significant involvement in the management of projects and teams. Likely to have more than 3 years' experience as a professional financial consultant, accountant or tax advisor.
Level 1	**Junior Consultant**	Professional and capable junior professional, with demonstrable experience in consultancy projects, undertaking specific tasks and with specific responsibilities, including in project proposals and project delivery. Likely to have 0-1 years' experience as a professional financial consultant, accountant or tax advisor.

Appendix 1 Part 3: Requirements and Specifications Professional Grade Levels Actuary Lots 7

Grade	Consulting Profile	Indicative characteristics
Level 4	**Managing Director/Partner/ Subject Matter Expert**	A qualified actuary (Institute of Actuaries UK /Society of Actuaries in Ireland or recognised equivalent) with relevant significant, proven, industry recognised post-qualification actuary experience, sound knowledge of public sector environment and management practices. Regarded as an expert nationally or internationally. Likely to have more than 15 years' experience as an actuary.
Level 3	**Director/Senior Actuary Manager**	A qualified actuary (Institute of Actuaries UK /Society of Actuaries in Ireland or recognised equivalent) with proven relevant post-qualification internal audit experience and sound knowledge of public sector environment and management practices. Likely to have more than 10 years' experience as an auditor.
Level 2	**Actuary Manager**	A qualified actuary (Institute of Actuaries UK /Society of Actuaries in Ireland or recognised equivalent) with relevant internal audit experience and sound knowledge of public sector environment. Likely to have more than 7 years' experience as an actuary.
Level 1	**Senior Actuary Consultant**	A qualified actuary (Institute of Actuaries UK /Society of Actuaries in Ireland or recognised equivalent) with relevant internal audit experience and knowledge of public sector environment. Likely to have more than 3 years' experience as an actuary.

Appendix 1 Part 4: Response to Award Criteria

Tenders must be completed in full using Part B of the Tender Response Document which is provided as a separate attachment to this RFT.

Please note: Additional information provided **as appendices is NOT permitted** in response to the award criteria. Any such information provided **WILL NOT** be evaluated.

Award Criteria Details
All Lots (1,2,3,4,5,6 and 7)

Using the template provided in the Tender Response Document, Tenderers must set out in a clear and comprehensive manner their proposed approach for the provision of the Services, bearing in mind the requirements for each Lot(s) being applied for.

Award Criteria 1
Quality of Planning and Service Methodology (250 Marks)

Tenderers must demonstrate the quality of their proposed planning and services delivery methodology including, but not limited to, staff selection, continuity, service standards and quality assurance to be deployed in fulfilling their obligations for Service Contracts awarded under the Framework Agreement. This must be demonstrated via the submission of a detailed description of their proposal in the allotted space in the Tender Response Document Part B.

Tenderers are required to demonstrate how they will plan and execute services requirements as part of any Services Contract(s) awarded under this Framework Agreement and their response is to include, but not be limited to, details on how they would propose to manage the following:

- How your staff selection process for individual assignments will ensure that the Framework Clients are offered the most suitable staff in terms of quality and the appropriate level of knowledge, skill and expertise relevant to the subject matter of the work being procured.

- Approach to maintaining continuity of service in the team delivering the Services.

- Details of professional service standards and quality assurance policies and procedures.

- Procedures that will be in place to capture lessons learnt, improve existing processes and create and share innovative and better ways of working with Framework Clients to drive continuous improvement for the benefit of Framework Clients.

Please note that there are no sub-criteria, Tenders will be evaluated and scored on the overall quality and comprehensiveness of their response to Award Criterion 1.

Please note the page limit for responses to Award Criterion 1 is **5 x A4** pages for each Lot. Any pages beyond this will NOT be considered.
Tenderers should note that all responses submitted in the TRD should be in Calibri font and no less than font size 10.

Any additional information included as appendices, for example in the form of tables, brochures, graphics, or charts is NOT permitted in response to the award criteria. Any such information submitted will NOT be considered.

Award Criteria 2
Quality of Contract Management Methodology (150 Marks)

Tenderers must demonstrate the quality of their proposed contract management methodology including, but not limited to an overview of their contract management plan role to be deployed in fulfilling their obligations for Service Contracts awarded under the Framework Agreement. This must be demonstrated via the submission of a detailed description of their proposal in the allotted space in the Tender Response Document Part B.

Tenderers are required to demonstrate their proposed methodology for how they will manage any Service Contracts awarded, effectively and efficiently for delivery of the service requirements and their response is to include, but not be limited to, the following:

- Overview of Tenderers approach to the management of Service Contracts
- Details regarding the role and responsibilities of the Contract Manager
- Example of a Contract Management Plan consisting of relevant elements, procedures and any applicable service levels.
- Approach to issues management and conflict including where necessary escalation procedures

Please note that there are no sub-criteria, Tenders will be evaluated and scored on the overall quality and comprehensiveness of their response to Award Criterion 2.

Please note the page limit for responses to Award Criteria 2 is **4 x A4** pages for each Lot. Any pages beyond this will NOT be considered.

Tenderers should note that all responses submitted in the TRD should be in Calibri font and no less than font size 10.

Any additional information included as appendices, for example in the form of tables, brochures, graphics, or charts is NOT permitted in response to the award criteria. Any such information submitted will NOT be considered.

Appendix 2: Pricing Schedule

Tenderers are required to complete the pricing tables associated with this RFT, the format and content of which is detailed below in respect of each Lot being tendered for. **The pricing tables must be completed at C1 Cost Table in Tender Response Document Part C for each of the relevant Lots**.

Award Criteria 3 Cost (600 Marks)

Please note the following;

- Cost assessment for all Lots will be on the basis of a Blended Daily Rate
- **In order to establish the applicable Blended Daily Rate, Tenderers must provide a maximum daily rate by inserting a monetary value for each Professional Grade Level regardless of the size of the Tenderers firm/ practice. <u>Please Note: One day's work is defined as 7.5 hours</u>.**
- For the avoidance of doubt Tenderers are not required to have staff for all Professional Grade Levels listed on the Blended Daily Rate Card when submitting a price for each Professional Grade Level**.**
- Where Tenderers do not have staff for each Professional Grade Level, Tenderers, when inserting a monetary amount for each Professional Grade Level, must carefully consider at what rate he/she can provide the services in practice.
- All prices quoted must be inclusive of all costs (including travel expenses and subsistence), expressed in Euro only, but exclusive of VAT.
- Full descriptions of each Professional Grade Level are set out at Appendix 1 Part 3 and on Page 8 of each TRD.
- The Blended Daily rate has set weightings in the Cost Award Criteria table, this is for the purposes of Framework evaluation only. These weightings will not be applicable at mini competition stage. **Please do not adjust** the allocated percentage input weightings. Tenderers, please note that weightings may differ for the respective levels in the various lots.

Applicable tables for each Lot are outlined below.

Lot 1 Accounting Services, Estimated Contract Value €25,000 - €140,000 Lot 2 Accounting Services, Estimated Contract Value in excess of €140,000 C1 - Cost Table - Blended Daily Rate				
Professional Grade	Consulting Profile	Maximum Daily Rate	% Allocated Weighting Do Not Adjust	Cost
Level 5	Managing Director/Partner/ Subject Matter Expert	€ Insert here	20%	€ Insert here
Level 4	Director/Senior Accountant	€ Insert here	20%	€ Insert here
Level 3	Accountant	€ Insert here	30%	€ Insert here
Level 2	Part Qualified Accountant	€ Insert here	20%	€ Insert here
Level 1	Junior Accountant	€ Insert here	10%	€ Insert here
			Blended Daily Rate Cost	€ Insert here

Lot 3 Audit Services, Estimated Contract Value €25,000 - €140,000 Lot 4 Audit Services, Estimated Contract Value in excess of €140,000 C1 - Cost Table - Blended Daily Rate				
Professional Grade	**Consulting Profile**	**Maximum Daily Rate**	**% Allocated Weighting Do Not Adjust**	**Cost**
Level 5	**Managing Director/Partner/ Subject Matter Expert**	**€ Insert here**	**20%**	**€ Insert here**
Level 4	**Director/Senior Audit Manager**	**€ Insert here**	**20%**	**€ Insert here**
Level 3	**Audit Manager**	**€ Insert here**	**30%**	**€ Insert here**
Level 2	**Auditor**	**€ Insert here**	**20%**	**€ Insert here**
Level 1	**Junior Auditor**	**€ Insert here**	**10%**	**€ Insert here**
			Blended Daily Rate Cost	**€ Insert here**

Lot 5 Financial Advisory Services, Estimated Contract Value €25,000 - €140,000 Lot 6 Financial Advisory Services, Estimated Contract Value in excess of €140,000 C1 - Cost Table - Blended Daily Rate				
Professional Grade	**Consulting Profile**	**Maximum Daily Rate**	**% Allocated Weighting Do Not Adjust**	**Cost**
Level 5	**Managing Director/Partner/ Subject Matter Expert**	**€ Insert here**	**20%**	**€ Insert here**
Level 4	**Director/Senior Audit Manager**	**€ Insert here**	**20%**	**€ Insert here**
Level 3	**Audit Manager**	**€ Insert here**	**30%**	**€ Insert here**
Level 2	**Auditor**	**€ Insert here**	**20%**	**€ Insert here**
Level 1	**Junior Auditor**	**€ Insert here**	**10%**	**€ Insert here**
			Blended Daily Rate Cost	**€ Insert here**

Lot 7 Actuarial & Pension Advisory Services Estimated Contract Value in excess of €25,000 C1 - Cost Table - Blended Daily Rate				
Professional Grade	**Consulting Profile**	**Maximum Daily Rate**	**% Allocated Weighting Do Not Adjust**	**Cost**
Level 4	**Managing Director/Partner/ Subject Matter Expert**	**€ Insert here**	**20%**	**€ Insert here**
Level 3	**Director/Senior Actuary Manager**	**€ Insert here**	**30%**	**€ Insert here**
Level 2	**Actuary Manager**	**€ Insert here**	**30%**	**€ Insert here**
Level 1	**Senior Actuary Consultant**	**€ Insert here**	**20%**	**€ Insert here**
			Blended Daily Rate Cost	**€ Insert here**

Mandatory Requirement

All Lots – Mini-Competition/Supplementary Request for Tenders (SRFT): Daily Rate Card/s

Tenderers should note this element of the response **will not be evaluated under Award Criteria 3** but the Tenderers' failure to complete the rate card below or the Tenderers' failure to input the professional grade rates used by the Tenderer to calculate the Blended Daily Rate submitted under Section C1 of The Tender Response Document Part C may result in the Tender being deemed non- compliant in respect of 2.2 of the RFT and eliminated from the competition under the relevant Lot.

- **Tenderers must complete a Mini-Competition/SRFT Daily Rate Card (DRC) for each Framework Lot. Tenderers must provide a maximum daily rate for each Professional Grade detailing the maximum ceiling rates charged per day for Mini-Competitions/SRFTs. The individual DRC is not evaluated but required to ensure ceiling rates are adhered to under all mini competitions subsequently run under the framework.**
- Tenderers should note that the Rates submitted will be the Maximum Rates a Tenderer can charge for each Role for the Term of the Framework. Tenderers are reminded that the Rates tendered in response to this Competition will be capped for the Term of the Framework Agreement subject only to the increase in Rates allowed pursuant to clause 2.10.6 of the RFT. Please Note: One day's work is defined as 7.5 hours.
- The maximum ceiling Daily Rate Card charges for each Professional Grade cannot exceed the professional grade rates used by the Tenderer to calculate the Blended Daily Rate submitted under Award Criterion 3.
- **Tenderers must provide a maximum daily rate by inserting a monetary value for each Professional Grade Level in the table regardless of the size of the Tenderers firm/ practice.**
- For the avoidance of doubt Tenderers are not required to have staff for all Professional Grade Levels listed on the Maximum Daily Rate Card when submitting a price for each Professional Grade Level.
- Where Tenderers do not have staff for each Professional Grade Level Tenderers, when inserting a monetary amount for each Professional Grade Level, must carefully consider at what rate he/she can provide the Services in practice.
- Full descriptions of each Professional Grade Level are set out at Appendix 1 Part 3 and on Page 29 of the relevant TRD.
- The rates quoted must be inclusive of all costs (including travel expenses and subsistence), expressed in Euro only, but exclusive of VAT.

Applicable tables for each Lot are outlined below.

Maximum Daily Rate Card Lots 1, 2, 3, 4, 5 and 6	
Professional Grade	**Mini Competition Maximum Daily Rate**
Level 5	€Click here and insert amount
Level 4	€Click here and insert amount
Level 3	€Click here and insert amount
Level 2	€Click here and insert amount
Level 1	€Click here and insert amount

Maximum Daily Rate Card - Lots 7	
Professional Grade	**Mini Competition Maximum Daily Rate**
Level 4	€Click here and insert amount
Level 3	€Click here and insert amount
Level 2	€Click here and insert amount
Level 1	€Click here and insert amount

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

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

RE: Request for Tenders for the Provision of Accounting, Audit & Financial Advisory Services to the Irish Public Sector - Tender Reference: PBF144F

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).

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 3A: Foreign Subsidies Regulation

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 Accounting, Audit & Financial Advisory Services to the Irish Public Sector Tender Reference: PBF144F

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 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 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 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 aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

[Signatory 2]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

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 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 aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

[Signatory 2]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

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.

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

Appendix 3A: Schedule E – Notification of 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 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 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

Re: Request for Tenders for the Provision of Accounting, Audit & Financial Advisory Services to the Irish Public Sector Tender Reference: PBF144F

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

Framework Agreement for the provision of Accounting, Audit & Financial Advisory Services to the Irish Public Sector - Tender Reference: PBF144F

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

("the Framework Agreement")

BETWEEN:

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation, whose offices are located at Government Buildings, Upper Merrion Street, Dublin 2 ("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 ____________ of ______________ 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 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 The Contracting Authority reserves the right, at its discretion and subject to its obligations at law, to extend the Framework Term for a period or periods of up to [insert extension period] with a maximum of [insert No.] of such extensions on the same terms and conditions.

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

6.1 The award criteria for Mini-Competitions shall be:

Award Criteria – Mini Competition	% Marks
1. Ultimate Cost	**20-80%**
2. Service Delivery Methodology	**0-50%**
3. Understanding of the Brief	**0-50%**
4. Technical Merit of the Proposed Resources	**0-50%**
5. Proposals on the incorporation of Environmentally Sustainable and/or Social Considerations into the delivery of the services	**5-20%**

6.2 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.

6.3 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.

6.4 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 (1) 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.

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:

and / or if more than one Services Contract awarded to the Framework Member pursuant to this Framework Agreement is terminated by any one or more Framework Clients in accordance with clause 10.B.1 and 10.B.2 of the Services Contract, shall be deemed to be a serious breach of this Framework Agreement.

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 30 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.

SIGNED by ____________,	**SIGNED** by ____________,
being an Officer so authorised	being an Officer so authorised
by the **CONTRACTING AUTHORITY**	by the **FRAMEWORK MEMBER**
in the presence of:	in the presence of:
__________________	__________________
Witness	**Witness**

ANNEX 1 TO THE FRAMEWORK AGREEMENT

FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

The OGP, in its capacity as Contracting Authority, shall require reports that give a strategic view of the Framework Agreement and the Framework Member's performance. It will be a core requirement of this Framework Agreement that each Framework Member will provide to the Contracting Authority a quarterly and annual suite of Management Information (MI) reports, at a minimum with the information set out below to the Framework Agreement.

Additional reports may also be requested during the Term of a Services Contract, if deemed essential. The Framework Client undertakes to limit such additional reporting requirements to the necessary minimum, and Framework Member(s) shall be required to assist with the development of these additional reports. Any such MI reports shall be readily available for Framework Clients within ten (10) working days, or as agreed between both parties, following a request in writing

The Framework Member is responsible for its own costs in complying with the management provisions of this Framework Agreement. Please note that the management provisions of individual Service Contracts will remain the responsibility of each individual Framework Client.

Upon request of the Contracting Authority, Framework Members will be required to provide the following minimum management information to the Contracting Authority on an annual basis:

Minimum Report Types	Frequency
Number of issues and complaints raised (including resolution time) by Framework Clients.	Annually and on request by OGP.
Environmental Commitments and/or measurable reductions by way of KPIs where linked directly to the contract subject matter.	Periodic reviews of environmental performance as requested by FW Client and OGP
Number and Nature of Pro Bono services delivered with details of the party/organisation to which the services were provided (and only further to contracts awarded under this Framework Agreement).	Annually and on request by OGP. This shall be a cumulative report for the duration of the Framework.
Details relating to Innovation & Improvements delivered to clients via services awarded under this Framework Agreement.	Annually and on request by OGP.

Pro Bono Services & Corporate Social Responsibility:

In recognition of the social value of the provision of pro bono services, and to promote CSR, the Contracting Authority requires all Framework Members who are awarded public sector contracts under any Lot of this Framework Agreement, to commit to providing pro bono services. This is designed to be consistent with the OGP's approach to seeking to achieve social, economic and environmental goals through public spending, with particular emphasis on stimulating greater social inclusion.

It is expected that all Framework Members who are subsequently awarded a services contract(s) under any of the Lots as outlined in this RFT will commit to provide a specified quantum of services free of charge, with no expectation of payment.

The types of services provided may include expertise in areas such as accounting, audit, financial advisory, consultancy, training, mentoring, governance support, financial literacy initiatives, capacity-building activities, or other skills-based professional services relevant to the Supplier's expertise.

For guidance:

- Suppliers with fewer than 50 employees are expected to provide a minimum of 8 hours of Pro Bono Services per annum.
- Suppliers with 50 or more employees are expected to provide a minimum of 20 hours of Pro Bono Services per annum.

Pro Bono Services are defined as services provided free of charge, and with no expectation of payment to:

A. Economically and socially disadvantaged and marginalised individuals and communities, who cannot afford to pay for consultancy services without incurring significant financial hardship, and whose requirements would otherwise be unmet;

B. Charitable and other non-profit organisations and social enterprises that work for them; and/or

C. Individuals and organisations on matters of public interest that would not otherwise be pursued.

Appendix 6: Services Contract

[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

Accounting, Audit & Financial Advisory Services to the Irish Public Sector
Tender Reference: PBF144F

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 "________________________" 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 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 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").

   "Not Used"

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

Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

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

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

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

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

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

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
6. the status of the Contractor, as declared in 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. *"Not Used"*

   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

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. 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 the amount specified by the Contracting Authority/Framework Client in the SRFT 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:

Twenty (20) percent of the value of invoices to be paid ("the Retention Amount") which Retention Amount shall not at any given time exceed 100 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. 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. *"Not Used"*

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 (1) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving (1) 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

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[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

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

Schedule A to the Confidentiality Agreement: Data Protection

[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

Appendix 8: PBF144F Pro Bono Declaration for (Insert Lot No. and Title)

We declare as follows:

In the event that this firm is awarded a contract or contracts under this Framework Agreement, the Supplier undertakes to provide Pro Bono Services that deliver social value as a direct result of the contract(s) award to charitable, community or volunteer groups. These Pro Bono services are to be additional to any such services that the supplier may already be providing.

The types of services provided may include expertise in areas such as accounting, audit, financial advisory, consultancy, training, mentoring, governance support, financial literacy initiatives, capacity-building activities, or other skills-based professional services relevant to the Supplier's expertise.

For guidance:

- Suppliers with fewer than 50 employees are expected to provide a minimum of 8 hours of Pro Bono Services per annum.

- Suppliers with 50 or more employees are expected to provide a minimum of 20 hours of Pro Bono Services per annum

Pro Bono Services are defined as services provided free of charge, and with no expectation of payment to:

A. Economically and socially disadvantaged and marginalised individuals and communities, who cannot afford to pay for consultancy services without incurring significant financial hardship, and whose requirements would otherwise be unmet;

B. Charitable and other non-profit organisations and social enterprises that work for them; and/or

C. Individuals and organisations on matters of public interest that would not otherwise be pursued.

We undertake to provide Pro Bono Consultancy Services with the same quality of service and standards of professional conduct as services to paying clients. We further undertake to comply with the reporting obligations on the provision of Pro Bono consultancy services as per the terms and conditions of this Framework Agreement.

SIGNED (Authorised Signatory):	**Company:**
Print Name:	**Address:**
Date:	

End of Document