



NATIONAL TRANSPORT AUTHORITY

AND

[•]

Supply and Delivery of Solar Lights for Bus Stop Poles

National Transport Authority's Standard Terms & Conditions for the Supply of Goods/Services

THIS AGREEMENT FOR THE PROVISION OF GOODS AND/OR SERVICES is made on the date set out herein between the **NATIONAL TRANSPORT AUTHORITY**, a statutory body established under the laws of Ireland pursuant to an Act of the Oireachtas, and having its principal office at Haymarket House, Smithfield, Dublin 7, D07 CF98, Ireland (the “**Authority**”); and **THE COMPANY NAMED IN THE SCHEDULE** (the “**Company**”).

IT IS NOW AGREED BY THE PARTIES as follows: -

1. INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:-

“**Confidential Information**” means all information in whatever form (including but without limitation written, oral, visual and electronic forms) relating to the Authority, its business or affairs (including but without limitation, any information relating to the Services and any other information that might reasonably be regarded as confidential in nature to the Authority. There shall be excluded from the definition of Confidential Information (a) any information which at the time it is disclosed to the Company is already in the public domain otherwise than by breach of this Agreement and (b) any information which the Company is legally compelled to disclose or which it is ordered to disclose by the Courts or any other competent authority.

“**Goods**” means goods (of the kind set out in the Schedule) to be delivered by the Company to the Authority pursuant to this Agreement and which may be more particularly described in individual Purchase Orders issued from time to time;

“**Parties**” means the Authority and the Company and ‘**Party**’ shall be construed accordingly;

“**Personnel**” means any employee’s, agents or servants of the Company (including any permitted sub-contractors) who may be involved in the performance of the Services or the provision of the Goods on behalf of the Company;

“**Purchase Order**” means a document produced by the Authority and issued to the Company which shall constitute an order for particular Services and/or Goods referred to therein;

“**Services**” means the services (of the kind set out in the Schedule) to be performed by the Company for the Authority pursuant to this Agreement and which may be more particularly described in Purchase Orders issued from time to time; and

“**Term**” means the term of this Agreement.

- 1.2 The masculine gender shall include the feminine and neuter and vice versa and the singular number shall include the plural and vice versa. Words such as “hereunder”, “hereto”, “hereof” and “herein” and other words commencing with “here” shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular Article or section thereof.
- 1.3 The headings in this Agreement are for convenience only and shall not affect the interruption or construction hereof.
- 1.4 Unless the context otherwise requires, a reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be) of or to this Agreement. The provisions of the Schedule shall form part of this Agreement as if they were expressed in its main body.

- 1.5 References to any statute or other similar legislative instrument shall be construed as a reference to the statute or instrument as amended, modified, consolidated or extended.

2. PROVISION OF GOODS AND/OR SERVICES

- 2.1 The Company shall, on a non-exclusive basis, perform Services and/or deliver Goods to the Authority in accordance with the terms and conditions set out herein following the execution by the Authority of a Purchase Order and its issue to the Company. No Services or Goods are to be performed or delivered unless a Purchase Order is issued to the Company. Nothing herein shall oblige the Authority to issue any Purchase Order or order any particular Services or Goods or any particular quantity thereof.
- 2.2 It is hereby expressly acknowledged and agreed by the Parties that the Personnel of the Company are not employees of the Authority and that this Agreement is a contract for the provision of goods and/or services to the Authority.
- 2.3 The Company shall (and shall ensure that its Personnel shall) during the Term:-
 - (a) provide the Goods and Services to the Authority at such places and at such times as the Authority or its duly authorised agents shall specify in a Purchase Order or otherwise;
 - (b) mark all Goods (and relevant delivery documentation) in accordance with the Authority's instructions and any applicable laws or regulations or instructions of the carrier or manufacturer and pack and secure all Goods properly so that they reach their destination in an undamaged condition;
 - (c) only ensure that on delivery, Goods are received and signed in by an authorised representative of the Authority;
 - (d) co-operate with and comply with all reasonable directions or instructions of the Authority, its servants and agents in connection with the provision of the Goods and/or Services;
 - (e) comply with all applicable laws concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services; and
 - (f) comply with all policies, rules, regulations and/or codes of conduct operated by or affecting the Authority from time to time and advised to the Company.
- 2.4 The Company warrants and represents that:
 - (a) all Goods will be of merchantable quality (within the meaning of the Sale of Goods and Supply of Services Act 1980) and fit for any purpose held out by the Authority or made known to the Company before the Purchase Order was issued;
 - (b) all Goods shall be free of defects in design, materials and workmanship;
 - (c) all Goods shall correspond with any relevant samples provided;
 - (d) all Goods supplied to the Authority hereunder are supplied free of encumbrance and shall not infringe any patent, trademark or other intellectual property of any third party and the Company has good title to the Goods;
 - (e) all Goods and Services supplied comply with all relevant legal requirements and any specifications or requirements of the Authority agreed with the Company in advance; and
 - (f) it shall provide the Services with all due care, skill and diligence and that all Personnel involved in performing the Services are suitably experienced, qualified and competent.
- 2.5 Except in the case of leasing or rental arrangements, the Company shall assign the benefit of any manufacturers' warranties in respect of the Goods to the Authority and shall provide all reasonable assistance to the Authority in enforcing any such warranties.
- 2.6 Time shall be of the essence in relation to the delivery of the Goods and the performance of the Services.

- 2.7 Except in the case of leasing and rental arrangements, title and property in Goods shall transfer to the Authority upon delivery unless payment or part payment has been made prior to delivery in which event title and property in the Goods shall transfer to the Authority at the time of payment.
- 2.8 In the event that Goods are delivered to the Authority which fail to comply with the provisions of this Agreement or any particular requirements or specifications agreed by the Parties, the Authority may, at its sole option, be entitled, without incurring any liability and without prejudice to any other rights or remedies it may have, to either:
- (a) cancel the relevant Purchase Order (or part of it) in which case no further payments shall be due thereunder and the Company shall promptly and at its sole expense collect the Goods and refund the Authority in full any sums paid in respect of such Goods; or
 - (b) require the Company to replace the Goods with those which comply with this Agreement and all particular requirements or specifications agreed by the Parties, which the Company shall do promptly and at its sole expense; or
 - (c) require the Company to repair the Goods such that they then comply with this Agreement and all particular requirements or specifications agreed by the Parties, which the Company shall do promptly and at its sole expense.
- 2.9 In the event that Services provided to the Authority fail to comply with the provisions of this Agreement or any particular requirements or specifications agreed by the Parties, the Authority may, at its sole option, be entitled, without incurring any liability and without prejudice to any other rights or remedies it may have, to either:
- (a) cancel the relevant Purchase Order (or part of it) in which case the Company shall promptly and at its sole expense cease providing the Services and refund the Authority in full any sums paid in respect of same; or
 - (b) require the Company to re-perform the Services in compliance with this Agreement and all particular requirements or specifications agreed by the Parties, which the Company shall do promptly and at its sole expense.

3. Personnel

- 3.1 The Authority reserves the right to refuse to admit to, or remove from, any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in the reasonable opinion of the Authority, be undesirable. The reasonable exclusion of any such individual from the premises of the Authority under the provisions of this Clause shall not relieve the Company from the performance of its obligations under the Agreement.
- 3.2 The Company shall use its best endeavours to ensure that the Personnel are made aware of and comply with all relevant terms and conditions of this and all policies, rules, regulations and/or codes of conduct operated by or affecting the Authority from time to time. The Company shall be liable, for all damage caused to persons or property, or any other losses caused by the default of the Personnel.
- 3.3 The Company shall be solely responsible for: (i) paying all salaries, wages, benefits and other compensation that the Personnel may be entitled to receive in connection with the provision of the Goods and/or performance of the Services, (ii) paying and reimbursing all Personnel for all related travel, housing and other expenses which such Personnel may be entitled to receive in connection with providing the Goods and/or performing the Services, and (iii) withholding and paying applicable Irish and foreign payroll taxes and contributions, including, but not limited to, Irish state and local income taxes, unemployment tax, worker's compensation insurance and disability tax, social insurance, pension contributions, or any other similar obligation.

4. Prices and Expenses

- 4.1 In consideration for the Company's provision of the Goods and Services in accordance with the provisions of this Agreement, the Authority shall pay the Company such prices as are set out in the relevant Purchase Order (which shall be deemed to include all applicable taxes, duties and levies and all packing, carriage, freight, shipping, insurance and delivery costs) and in accordance with any payment terms therein. A pricing matrix may, if applicable, be set out in the Schedule in which case this shall apply for the Term and no increase in any price may be made for any reason without the Authority's consent. Following delivery of the goods or services, the Company shall send an invoice to the Authority (indicating the relevant Purchase Order number) together with all other relevant supporting documentation as may be required. Payment shall be made within 30 days of receipt of a correct and appropriately vouched invoice at the Authority's offices, provided there is no dispute in relation to the provision of the relevant Goods and/or Services. In the event of any such dispute, payment may be withheld in respect of any disputed amount until the dispute is resolved.
- 4.2 The Company shall not be reimbursed any costs or expenses incurred by it or its personnel in the course of providing the Goods and/or Services unless these are agreed in advance and in writing by the Authority or expressly provided for in a Purchase Order. Any permitted expenses which are claimed must be properly vouched and supporting documentation shall be provided as a condition of payment.
- 4.3 The Authority shall pay the Company any applicable Value Added Tax (VAT) at the rate and in the manner prescribed by law from time to time, provided VAT is shown separately on the relevant invoice. The Company shall, upon request, provide such information, as may be reasonably required by the Authority regarding the amount of Value Added Tax charged on invoices submitted.
- 4.4 Professional Services Withholding Tax, if applicable, shall be deducted at the standard rate from any payments made by The Authority for Services pursuant to any Purchase Order.

5. Confidentiality

- 5.1 The Company hereby agrees and undertakes that at any time during the Term or after the termination or expiry of this Agreement:-
 - (a) it shall not disclose or allow to be disclosed any Confidential Information to any third party whatsoever without the express prior written consent of the Authority;
 - (b) it shall not use or attempt to use any Confidential Information for any purpose other than that for which it was generated or disclosed or in any manner which may or may be likely to injure or cause loss (either directly or indirectly) to the Authority or to assist any third party to gain any commercial advantage over or knowledge in relation to the Authority;
 - (c) it shall use best endeavours to ensure that Confidential Information is protected against theft, loss or unauthorised access by third parties and shall only be disclosed to Personnel who need to know such information in order that the Goods and/or Services may be provided; and
 - (d) it shall ensure that its Personnel are fully aware of and comply with these confidentiality provisions.

6. Termination

- 6.1 Subject to any earlier termination in accordance with the provisions herein, this Agreement shall be for the period set out in the Schedule hereto (the "**Initial Term**") unless the Authority, at its sole discretion, wishes to extend the Initial Term by such additional period as is specified in the Schedule (if applicable), in which case it shall notify the Company of such additional period prior to the expiry of the Initial Term, and the Agreement shall then continue until the expiry of that additional period (again, subject to any earlier termination in accordance with this Agreement).
- 6.2 Notwithstanding the foregoing, the Authority may at any time during the currency of this Agreement on giving the Company such notice as is set out in the Schedule, terminate the Agreement for any reason whatsoever without liability or compensation to the Company. In this event, it is expressly agreed that the Company shall be entitled to payment in respect of Goods and/or Services ordered

prior to the date of termination only (provided they are subsequently delivered in accordance with the agreed terms) and the Company shall not have any other claim or demand for payment against the Authority.

- 6.3 This Agreement may be terminated by the Authority forthwith by notice in writing to the Company if the Company (or its Personnel) shall at any time:-
- (a) commit any serious or persistent breach or non-observance of the terms or provisions of this Agreement which either cannot be remedied or, if capable of remedy, have not been remedied by the Company within such period as the Authority may specify; or
 - (b) be guilty of any fraud or serious misconduct or neglect in the discharge of his duties hereunder or be convicted of any criminal offence or commit any act of dishonesty; or
 - (c) have a receiver, manager or examiner appointed over it or over any part of its undertaking or assets, or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or have a petition presented for its winding up or for the appointment of an examiner to it or shall enter into any composition or arrangement with its creditors or cease or threaten to cease to carry on its business.
- 6.4 The expiry or earlier termination of this Agreement shall not prejudice or affect any right of action, remedy or liability which shall have accrued or shall thereafter accrue to the Parties; neither shall it affect the coming into force or the continuance in force of any provision hereof or any Purchase Order which is expressly or by implication intended to come into or continue in force on or after such expiry or termination, including for the avoidance of doubt Clauses 2.4, 2.5, 2.7-9, 5, 6, 7.1-3, 7.14-18 and 7.20.

7. Miscellaneous Provisions

- 7.1 The Company is engaged for its ability to provide the Goods and Services with expertise and the Authority shall be entitled to rely on such expertise. In the event that the Authority suffers any loss or damage arising from any act or omission or breach of this Agreement or any statutory duty by the Company or its Personnel, the Company shall be liable for such loss or damage in full. The Company shall indemnify and hold harmless the Authority against any claims, proceedings or actions and any losses, costs, expenses or damages incurred by it arising out of any act or omission or breach of this Agreement or of any warranty or of any statutory duty by the Company or its Personnel.
- 7.2 The Company shall take out and maintain in force during the Term adequate policies of insurance covering all usual risks which may arise pursuant to this Agreement and upon request shall produce to the Authority copies of relevant policies and evidence that premiums have been paid. Without prejudice to the generality of the foregoing, the Company shall take out and maintain the particular insurances set out in the Schedule (where stated).
- 7.3 Without prejudice to the generality of Clause 7.2, the Company shall have and maintain the minimum levels of insurance set out in the attached schedule with a reputable insurance office or underwriter of repute regulated by the Central Bank of Ireland to carry on business in the State:
- 7.4 The Authority's aggregate liability to the Company under this Agreement shall not exceed the balance of any sums which remain unpaid under any Purchase Order. The Authority shall not in any event be liable to the Company for any indirect, consequential or special losses or damages or for any loss of revenue or profits. Liability is not limited or excluded where this is not permitted by law.
- 7.5 Additional terms or conditions relevant to the performance of the Services and/or provision of the Goods (if any) are set out in the Schedule and/or in any relevant Purchase Order.
- 7.6 The Parties agree at all times in performing their obligations under this Agreement to comply with the Ethics in Public Office Acts, 1995 and 2001 and the Prevention of Corruption Acts 1889 to 2001.

- 7.7 In accordance with Section 6(9) of the Freedom of Information Acts 1997 and 2003 (**‘the Acts’**), any record in the possession of the Company shall insofar as it is related to the Services provided hereunder, be deemed for the purpose of the Acts to be held by the Authority and shall be made available by the Company to the Authority upon request for retention by the Authority for such period as the Authority considers reasonable in the circumstances. The Company acknowledges and accepts that it may be necessary for the Authority to release such records to third parties to comply with requests for records made pursuant to the Acts.
- 7.8 No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages or loss including anticipated profits if such delay or failure is caused by Force Majeure. Unless otherwise instructed by the Authority, the Company shall recommence performance as soon as possible after the Force Majeure has ceased. ‘Force Majeure’ shall mean an occurrence beyond the control and without the fault or negligence of the Party affected and which the said Party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to acts of God or the public enemy; expropriation or confiscation of facilities; any form of Government intervention; war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, unusually severe weather conditions which could not reasonably have been anticipated; fires, explosions or other catastrophes; national or district strikes or other similar occurrences other than strikes or concerted acts of the Company’s workforce. If any such delay or failure in performance persists for 28 days or more, the Authority shall have the right to terminate this Agreement by giving notice in writing to the Company.
- 7.9 If any sum of money shall be due from the Company to the Authority, the same may be deducted from any sum then due or which at any time thereafter may become due to the Company under this Agreement or any other agreement with the Authority.
- 7.10 The Company shall not sub-contract any aspect of the provision of Goods or Services to any third party without the prior written consent of the Authority. In the event that the Authority does consent to a sub-contractor, the Company shall remain fully responsible for the acts and omissions of that sub-contractor as if they were its own.
- 7.11 This Agreement shall be assignable in whole or in part by the Authority but shall not be assignable by the Company.
- 7.12 The Company shall act at all times as an independent Company. Nothing contained in this Agreement and no action by the Parties pursuant to this Agreement, shall constitute or be deemed to constitute or imply a joint venture, partnership, association or principal-agent relationship between the parties; and neither Party by virtue of this Agreement shall have the right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.
- 7.13 This Agreement shall ensure to the benefit of and be binding upon the respective Parties hereto and their respective heirs, administrators, successors and permitted assigns.
- 7.14 This Agreement may only be amended by written agreement of those authorised representatives of the Parties who are specified in the Schedule or, additionally, in the case of the Authority by the Chief Executive of the Authority.
- 7.15 The rights of the Authority shall not be prejudiced or restricted by any indulgence or forbearance extended to the Company, and no waiver by the Authority in respect of any breach will operate as a waiver in respect of any subsequent breach. No failure or delay by the Authority in exercising any rights or remedy will operate as a waiver thereof, nor will any single or partial exercise or waiver of any right or remedy by the Authority prejudice its further exercise or the exercise of any other right or remedy by the Authority.
- 7.16 The provisions of this Agreement, and the rights and remedies of the Parties under this Agreement, are cumulative and without prejudice and in addition to any rights or remedies which a party may have at law or in equity. No exercise by a party of any one right or remedy under this Agreement or at law or in equity shall (save to the extent, if any, provided expressly in this Agreement, or at law or in equity) operate so as to hinder or prevent the exercise by it by any other such right or remedy.

- 7.17 Each of the provisions in this Agreement are distinct and severable, and if any provision, or part of a provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority, it shall to that extent be deemed not to be part of this Agreement and the enforceability, legality and validity of the remainder of this Agreement will not be affected.
- 7.18 In the event of any dispute between the Parties in relation to this Agreement, the representatives of the Parties referred to in the Schedule shall endeavour to resolve it within 30 days of the matter being referred to them. In the event that they are unable to resolve the dispute within this period, the dispute shall be referred to arbitration under the Arbitration rules of the Chartered Institute of Arbitrators (Irish Branch), whose decision in relation to matters shall be binding.
- 7.19 This Agreement supersedes all prior representations, arrangements, understanding and Agreements between the Parties hereto relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the Parties relating to the subject matter hereof. It is expressly agreed, without prejudice to the foregoing, that any standard terms or conditions of sale or supply of the Company (including those which appear on any purchase order furnished by the Company in the course of providing the Goods and/or Services) shall not be applicable.
- 7.20 Any notice or other communication required to be given under this Agreement shall be in writing addressed to the relevant party at the address set out in this Agreement for such party and may be sent by prepaid post or facsimile transmission or email transmissions. Any such notice or other communication will be deemed to have been duly served or given:
- (a) in the case of posting thirty six (36) hours after despatch; or
 - (b) in the case of facsimile, on senders receipt of the transmission receipt; or
 - (c) in the case of email transmission upon confirmation of receipt by recipient.
- If notice is not given or served during usual business hours on a day other than a Saturday or Sunday or a statutory or public holiday in Ireland it will be deemed to have been given or served on the next day which is not a Saturday or Sunday or a statutory or public holiday.
- 7.21 This Agreement shall in all respects be construed in accordance with Irish law, and the Parties hereto submit to the exclusive jurisdiction of the Irish Courts

IN WITNESS whereof this Agreement has been entered into on _____ 2026

Signed by authorised signatory for and on behalf of the National Transport Authority: _____ Print Name: _____	Signed by authorised signatory for and on behalf of the [insert company name]: _____ Print Name: _____
--	---

**SCHEDULE TO STANDARD TERMS & CONDITIONS
FOR THE SUPPLY OF GOODS / SERVICES**

Company Name and Address Details		
Description of Goods/Services to be provided:		
Commencement date of Contract		
Contract Term:		
Representative name and contact details	The Authority Contact Details	The Company Contact Details
Specific Insurances Required (Clause 7.2)	Employer's Liability Insurance for not less than €13,000,000 (thirteen million euro) each and every claim, unlimited in the period of insurance from the date hereof until the later of completion of the Services or termination/expiry of this Contract. Public and Product Liability Insurance for not less than €6,500,000 (six million and five hundred thousand euro) each and every claim, unlimited in the period of insurance and a maximum deductible of no more than €20,000 (twenty thousand euro) each and every claim from the date hereof until the later of completion of the Services or termination/expiry of this Contract. Public and Products Liability: €6,500,000 minimum cover for each and every claim The Company shall, as a minimum, carry throughout the term of this Agreement the levels and types of insurance set out above under forms of policy which are acceptable to the Authority, acting reasonably.	
Additional Terms and Conditions		
Payment Details	As per Appendix 2	

Appendix 1 to Schedule

1. Overview

This section details the Services required of the Company. The list of service elements forming the Services are indicative only, are not exhaustive and are subject to change. The expected term of the contract will be 4 years.

This provision is for the supply and delivery of Solar Lights for Bus Stop Poles.

2. Scope

The Authority is seeking a Company for the supply and delivery of solar lights for installation on top of TFI bus stop poles.

It is anticipated that orders will be placed in variable batch sizes, with a total requirement of up to 100 solar lights during the first year. Deliveries will be made in batches to Broadstone Bus Depot in Dublin 7 with all deliveries to be completed by the end of Q2 2030.

The estimated requirement is 100 solar lights per annum over a four-year period, pending review of performance in the first year.

The Company will be responsible for the management and coordination of the deliveries, ensuring timely and efficient supply in accordance with the Authority's requirements.

The solar lights will be installed by persons acting on behalf of the Authority in various locations nationwide. These locations will be visited routinely to ensure that none of the component parts are damaged and that the unit is in full working order. The Authority representative will identify any components that are not functioning and undertake the necessary repairs or replace parts within the solar light.

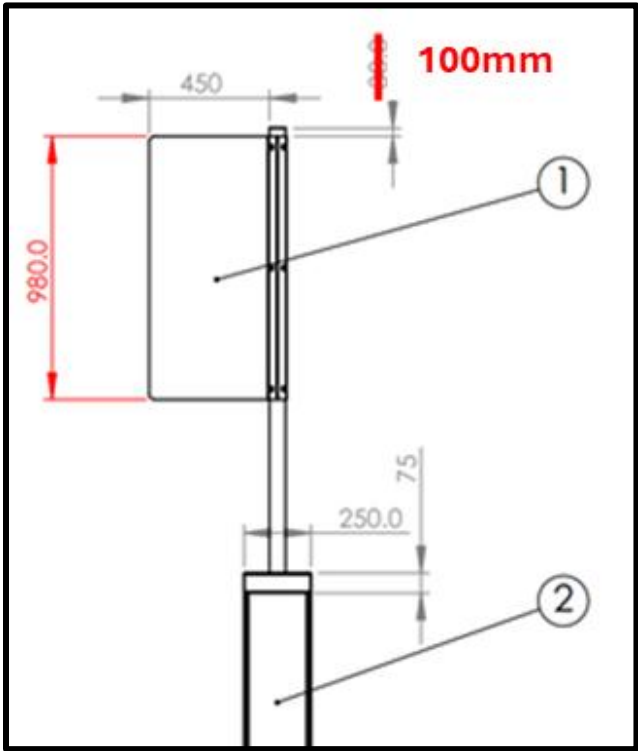
The Company will be required to demonstrate how to install the solar light onto a TFI pole, on delivery of the first batch. They will be required to provide training on the maintenance of the solar lights, details on how to replace parts and support in purchasing any replacement parts that are out of warranty.

3. Product Requirements

The solar light shall be fabricated and supplied in conformity with the dimensions and specification provided in drawing 1 below. The unit must be suitable to safely fit securely over the top of the existing TFI poles, which have an outside diameter of 60.3 mm. The use of additional adaptors or fittings to accommodate larger diameters will not be accepted. The solar light must have an indicator to show that it is charging/fully charged/not working so that it can be checked, by the Authority representative during daylight hours, that it is working successfully.

3.1 Clearance

The top of the pole provides a 100 mm clearance to accommodate the fitting of the solar light, as illustrated below.



Drawing 1: Dimensions of TFI Bus Pole Types

Pole type/size	Pole length (mm)	Wall thickness (mm)	Flag length (mm)
Type C (Small)	3770	6.4mm	720
Type F (Medium)	3900	8.0mm	850
Type E (Large)	4030	8.00mm	980

Table 1: Pole dimensions

3.2 Material Requirements

Light Performance Requirements

Specification	Requirement
Colour Temperature	Minimum 3000K
Light Output (No Motion Detection)	20%–40% of full output
Light Output (With Motion Detection)	100%
Light Output (Daylight Conditions)	0%
Power Reservation Duration	Minimum 3 days
Minimum ground coverage of concentric light	1m
Minimum Light Output at Full Power	2,800 W equivalent

Table 2:Light Performance Requirements

Battery Requirements

Specification	Requirement
Minimum Energy Storage Capacity	12Ah
Minimum Battery Lifespan	Minimum 3 years
Replacement Battery Availability	Required
Battery Percentage Indicator	Required

Table 3: Battery Performance Requirements

Solar Panel Requirements

Specification	Requirement
Solar Panel Movement Range	Minimum 90°
Minimum Solar Panel Lifespan	Minimum 5 years
Maximum Weight	11kg
IP Rating	1m
Working Temperature Range	Minimum IP65
	Minimum -15°C to +55°C

Table 4: Solar Panel Requirements

Classification Marking

The product shall be CE marked.

4. Management Systems and Certification

The Company is required to operate management systems that comply with ISO 9001:2015 (or an equivalent internationally recognised quality management standard) and must have established processes for the design, development, supply, and delivery of products and services in accordance with ISO 14001:2015 (or an equivalent internationally recognised environmental management standard). These certifications, or equivalent systems, must already be embedded in their operational processes and form part of their standard business practices.

5. Delivery of Solar Lights

The Company shall be responsible for the delivery and offloading of the products in variable batch sizes, as required by the Authority. For orders of 50 units or more, delivery must be completed within four (4) weeks of receipt of a written order from the Authority. For orders of up to 50 units, delivery must be completed within two (2) weeks of receipt of a written order.

All orders shall be delivered to:

- Broadstone Bus Depot, Phibsborough Road, Phibsborough, D07X2AE Dublin.

Where reference is made to a particular make, source, process, trademark, type, certification or patent, this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words “or equivalent”.

6. Providing Information on the installation and maintenance of solar lights on bus stop poles.

The performance of each solar light will be reviewed over the tender period by a representative of the Authority.

Not later than twenty (20) Working Days after the Commencement Date, the Company shall prepare and submit a detailed plan setting out the instructions for the installation and maintenance, by others, of the Solar Lights (the “Maintenance Plan”).

The Maintenance Plan, shall clearly explain all activities in relation to the maintenance of the Solar Lights (including the inspection, preventative maintenance, cleaning, routine maintenance, repair and reactive maintenance of the Solar Lights) in accordance with the Technical Requirements and in accordance with Good Industry Practice. Each location will be visited by a representative for the Authority during daylight hours to confirm that the solar light is still working satisfactorily.

The Company shall be responsible for the procurement of all replacement/spare components, parts and materials required for the maintenance and repair of the solar lights, by others, as part of the Services. The cost of such replacement/spare components and parts (but not the cost of replacement of an existing complete solar light) shall be billed for as per indicative costs provided within the Company’s submission.

7. **Health and Safety**

The Company shall be responsible for the safety and security of the performance of the Services and will have full regard for the safety of all persons affected by the performance of the Services. The Company shall comply (and secure compliance by the Staff) with the requirements of this Agreement in relation to health, safety and security. In performing the Services, the Company shall, insofar as is within the control of the Company, take all measures not to affect or otherwise prejudice the health, safety and security of employees, servants or agents of the Authority and members of the public. The Company shall observe, perform and discharge, or shall procure the observance, performance and discharge, of all the obligations, requirements and duties of the client arising under the Safety, Health and Welfare at Work (Construction) Regulations 2013 in connection with the performance of the Services; all the obligations, requirements and duties of the employer arising under the Safety, Health and Welfare at Work Act 2005; and any Code of Practice applicable to the Services for the time being approved or to be approved by the Health and Safety Authority (HSA) pursuant to the Safety, Health and Welfare at Work Act, 2005 and any regulations made thereunder.

8. **Commissioning Work**

The Authority reserves the right not to commission any assignments under the contract, depending on its particular requirements.

Appendix 2 - Payment Schedule

All rates stated in this Contract Price Schedule shall be exclusive of VAT (if applicable)

TABLE A: FEE – SUPPLY

In Table A below, the figure inserted in the column (A) represents the rate for supply of the item in the description.

<i>Item</i>	<i>Description</i>	<i>Unit Rate € (A)</i>
1	Supply of Solar Light for Bus Stop Pole	

TABLE B: FEE – DELIVERY

In Table B below, column (A) rates are for the delivery of batch sizes as stated in the item description. The figure inserted in the column (A) represents the rate per delivery proposed to be charged in respect of that item (as described in the item description) but excludes the unit supply costs which form part of Table A.

<i>Item</i>	<i>Description</i>	<i>Delivery Rate € (A)</i>
1	Delivery of 50 units to Broadstone Bus Depot in Dublin 7	

TABLE C: INDICATIVE COST

Item Ref	Component	Unit	Rate (€)
A1	Solar battery replacement	Each	€
A2	LED luminaire replacement	Each	€
A3	Solar panel replacement	Each	€
A4	Charge controller replacement	Each	€
A5	Pole inspection and minor repair	Each	€