

Clarification Update 10: 14/09/2026

PBF144F Multi Supplier Framework Agreement for the Provision of Accounting, Audit and Financial Advisory Services to the Irish Public Sector.

Message Ref No	Question	Contracting Authority Response
785460	1. Limitation of liability - Schedule A cl.5E: Can the Authority confirm how the aggregate liability cap referred to at clause 5E will be set for each Services Contract — will a fixed monetary cap be stated in every SRFT, and is it intended that any category of claim (for example under clause 6) will sit outside that cap? If so, please could the rationale for that exclusion be explained?	It is the position that Standard OGP template documents are not amended. Section 2.3.3 of the published RFT states that “tenderers may not amend the Framework Agreement or Services Contract”. Furthermore Regulation 33 of the 2016 Regulations (the Regulation about frameworks) states “contracts based on a framework agreement may under no circumstances entail substantial modifications to the terms laid down in the Framework agreement”. Tenderers are reminded of the requirement at section 2.4 of the published RFT that tenderers must accept the terms and conditions of the framework agreement and services contract and submit a signed Tenderers Statement (Appendix 3 Section (2)) as part of their submission. 1. The aggregate liability cap will be specified by the Framework Client in the relevant SRFT and resulting Services Contract.

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	2. Indemnities - Schedule A cl.6(E)-(G): Clause 5E excludes the indemnity at clause 6(G) from the overall limitation of liability. Please can the Authority confirm whether this exclusion is intended to apply without any financial limit, and if so, what the rationale is for treating this indemnity differently from the Contractor's other obligations under the Agreement? 3. Payment terms - Schedule A cl.5F-5H: Please could the Authority clarify the process and criteria that will be used to determine when Services are considered satisfactorily "remedied" for the purposes of releasing the Retention Amount under clause 5F, and whether there is a maximum period for which a Retention Amount may be withheld? 4. Intellectual property - Schedule A cl.6(B): Clause 6(B) provides for an outright assignment of intellectual property rights in the Materials/deliverables to the Client. Please could the Authority confirm the intended use of these Materials by the Client and any Framework Clients, so that Tenderers can understand	2. Clause 5E provides that no liability limit applies to the indemnity under Clause 6(G). The referenced clauses are the standard Chief State Solicitor's Office (CSSO) approved services contract terms and conditions. The Contracting Authority does not propose to amend the Services Contract. 3. This will be determined by the Framework Client in the relevant SRFT and resulting Services Contract. 4. This will be determined by the Framework Client in the relevant SRFT and resulting Services Contract.

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	whether ownership, as opposed to a right to use, is required to meet that purpose? 5. Data protection - Schedule A cl.25: Clause 25(B) identifies the Client as Data Controller and the Contractor as Data Processor in respect of Personal Data processed under the Agreement. Please could the Authority confirm the basis for this categorisation across each of the Lot 1–7 service types (accounting, audit, financial advisory, and actuarial & pension advisory services), given that the controller/processor position may differ by service type? 6. Service levels / liquidated damages - Schedule A cl.5F-5H; cl.10B.4; Schedule D (blank): Please could the Authority confirm (a) whether the liquidated damages mechanism referred to at clause 5G–5H will be included in every Services Contract or only where set out in a specific SRFT, and if so what threshold and cap will apply; and (b) the intended scope of the “time of the essence” provision at clause 5G as it applies to professional services (as distinct from the supply of goods)?	5. This will be determined by the Framework Client in the relevant SRFT and resulting Services Contract. 6. This will be determined by the Framework Client in the relevant SRFT and resulting Services Contract.

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	7. Insurance – limits - RFT cl.2.21: Please could the Authority confirm the minimum Professional Indemnity Insurance limit that will actually be required for each Lot (by value band), given that clause 2.21.1 of the RFT describes the figures shown as levels “not likely to exceed” rather than fixed requirements? 8. Insurance – evidencing requirements - Schedule A cl.4A.10; RFT cl.2.21: Clause 4A.10 refers to the Contractor producing “proof of current premiums paid” on written request. Please can the Authority confirm whether a letter of verification of insurance from the Contractor's broker (confirming the type and level of cover in place) would satisfy this requirement, in place of premium payment evidence? Separately, please can the Authority confirm whether Cyber Liability insurance is a mandatory requirement for all Lots or assessed only for specific engagements, and if so what minimum limit would apply?	7. This will be determined by the Framework Client in the relevant SRFT and resulting Services Contract in line with State Claims Agency guidelines. 8. This will be determined by the Framework Client in the relevant SRFT and resulting Services Contract.