

Clarification Update 11: 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	RFT Section	Question	Contracting Authority Response
785568	Framework Agreement Overarching aggregate liability cap Services Contract Schedule A, clause 1B(1)-(3) and clause 25J Schedule A, clause 1H Schedule A, clauses 3B and 3D	1. Our insurance requires us to put in place liability caps in all our contracts. Are we able to include a general aggregate liability cap to cover the Framework Agreement? We suggest €1m. 2. XXX can comply with Client policies or guidelines, where they are notified prior to signing the agreement, are relevant to the Services, and do not conflict with XXX's own policies. Can this be reflected in the Agreement? 3. XXX can accept responsibility for compliance with applicable TUPE requirements relating to its own acts and omissions. Any indemnity should be limited to losses arising directly from XXX's breach, exclude matters caused by the Client or an incumbent or replacement supplier, and be subject to the aggregate liability cap in clause 5E. Can this be reflected in the Agreement? 4. We note the inclusion of set-off rights. As our standard position is not to agree to set-off, given the risk of deductions from amounts otherwise due and payable, could this clause be removed? Could you please	<u>OGP response to all questions; It is the position that Standard OGP template documents are not amended.</u> 1-20 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) as part of their submission. 4 With regard to payment terms, tenderers should note that payments arising under contracts awarded pursuant to this Framework Agreement will be the responsibility of the relevant Framework Client that awards the Contract, and not the Office of Government Procurement.

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	Schedule A, clause 5A	also confirm that valid invoices will be payable within 30 days of receipt?	
	Schedule A, clauses 5B and 5E	5. Clause 5A is drafted as an indemnity for virtually all contractual liability. XXX does not give general indemnities because they can create liabilities beyond ordinary contractual damages and they conflict with our professional indemnity insurance. Can the clause should be replaced with an ordinary damages remedy for breach, with liability subject to clause 5E?	
	N/a	6. Our pricing and insurance arrangements are predicated on the Supplier having a proportionate aggregate liability cap, aligned with fees and market practice. We are not able to accept the uncapped IPR indemnity in clause 6G. Any higher sub-cap should be fixed and proportionate to the particular Services. The exclusion of indirect loss should apply consistently to both parties and should not be undermined by clause 6G. Can this be reflected in the Agreement?	
	Schedule A, clause 5C	7. We have a number of standard limitations and exclusions of liability in our standard Terms & Conditions, which we ask are incorporated into the Agreement, such as no liability for oral advice and no individual liability for XXX partners. Could these be included in the Agreement?	

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	Schedule A, clause 5F	8. XXX cannot accept an obligation to provide replacement services as this would be of unknown scope and cost and have not been factored into our pricing. Our remedy should be limited to a reasonable opportunity to re-perform, with any liability remaining subject to clause 5E and avoiding double recovery. Can this be reflected in the Agreement?	
	Schedule A, clauses 5G and 5H	9. The right to withhold 20% of invoices based on subjective dissatisfaction is disproportionate and could accumulate to 100% of the Charges. Any retention should relate only to the reasonable value of specifically identified defective Services, be supported by reasons, allow a reasonable remediation period, and be released promptly following remedy. Can this be reflected in the Agreement?	
	Schedule A, clauses 6C, 6E and 6H	10. Time should be of the essence only for milestones expressly identified as critical in the SRFT. XXX cannot accept liquidated damages or penalties. The appropriate remedy for delay is contractual damages for proven loss, subject to the aggregate liability cap. Can this be reflected in the Agreement?	
		11. As a one-to-many service provider, we need to preserve and to protect our IP to conduct our business. We typically grant our clients a perpetual licence to use the IPR in the work that we produce for the purpose(s) for	

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	Schedule A, clause 6G	which such work is provided. Could clause 6 be amended to reflect this position?	
	Schedule A, clause 7 and separate Confidentiality Agreement	12. XXX can consider a market-standard third-party IPR indemnity for deliverables created by XXX, subject to control of defence and mitigation and the liability cap. It should exclude Client materials, Client instructions and unauthorised modification or use. It must not extend to indirect or consequential loss and should not be uncapped. Can this be reflected in the Agreement?	
	Schedule A, clause 9	13. Confidentiality obligations should include permitted disclosures to group companies on a need-to-know basis. XXX must be permitted to retain copies as required by law, regulation and professional obligations. To avoid duplication or potential ambiguity, could the separate Confidentiality Agreement be consolidated into the Agreement so that a single set of confidentiality provisions apply?	
	Schedule A, clause 9E	14. We would expect to be able to charge for any work in progress up to the date of termination. We would also request a right to terminate if required for legal, regulatory or professional reasons. Can you please confirm if this is acceptable?	
		15. We would not be able to agree to provide employment terms and conditions information of those persons providing the	

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	Schedule A, clause 10C and clause 21B Schedule A, clause 23 Schedule A, clause 25 and Schedule E	Services, even if anonymised, due to confidentiality. Can you confirm that this will not be required? 16. Audits should be limited to reasonable written notice, during normal business hours and once per year unless there is a suspected material breach or regulatory requirement. The Client should bear its own and third-party audit costs and XXX should be able to claim its reasonable time costs where substantial assistance is required. Can this be reflected in the Agreement? 17. Can this clause 23 be amended to exclude general advertisements to the public and situations where an employee applies for a role in response to such an advertisement? 18. We would expect the data protection terms to align with the Supplier's services provision and the requirements of Article 28(3) GDPR. Can the following changes be made to the Agreement? • As a matter of firm-wide policy, we cannot agree to a requirement to obtain prior client approval before making transfers of Personal Data outside the UK/EEA. Provided any such transfers are carried out in compliance with data protection laws, including safeguards where required, XXX must retain flexibility where compliant with the GDPR. 25D(4). • XXX will notify the Client of actual breaches of	

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	Schedule A, clause 25M	Personal Data, rather than circumstances that could have resulted in unauthorised access to or disclosure of Personal Data. 25F. • XXX can assist the Client with its obligations under data protection laws, but such assistance must be subject to XXX's reasonable time costs. 25G • XXX must be permitted to retain Personal Data where required by law or record retention needs, subject to the terms of the Agreement. 25H • XXX will not be responsible for maintaining backup copies of Client Personal Data, restoring such data or reimbursing the Client for any expenses for third party restoration. 25L	
	RFT paragraph 2.21.1; Schedule A, clause 4A(10)	19. Changes to XXX's subprocessors will be notified in accordance with XXX's standard working practices via its published subprocessor register, available at XXX's List of Subprocessors. Our web-based notification approach is an effective and GDPR-compliant mechanism for monitoring and responding to subprocessor changes. Can this be reflected in the Agreement? 20. The final insurance requirements and any proposed increases should be stated in the SRFT before bid submission and be proportionate to the scope and risk of the Services. We note that XXX holds its professional indemnity insurance in the	

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		aggregate rather than per claim and does not have standalone cyber insurance. Can this be reflected in the Agreement?	