

**Request for Tenders dated 08/10/2026
for the provision of
Property Valuation Services & Associated Services
for The Alzheimer Society of Ireland**

Tender procedure: Open procedure

Tender Deadline 25/11/2026 12:00

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Part 1: Introduction

1.1 The Alzheimer Society of Ireland (ASI) (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

1.2 In summary, the Services comprise:

Suitably qualified and experienced firm to undertake comprehensive valuations of ASI’s property portfolio currently comprising of fourteen (14) properties located throughout the Republic of Ireland.

The Services will include:

- Determining appropriate rebuilding / reinstatement costs for insurance purposes from demolition to rebuilding.
- Providing valuations and professional advice to support financial reporting requirements under applicable accounting standards.
- Identifying any indicators of impairment and providing guidance regarding future valuation requirements.
- Establishing a consistent property valuation framework across the ASI portfolio.

Documents Published:

The following documents have been published on www.etenders.gov.ie for this competition:

- Request for Tender Document for Property Valuation Services (this document)
- Appendix 1 Tender Response Document **(to be fully completed by the Tenderer)**
- Appendix 2 Pricing Schedule **(to be fully completed by the Tenderer)**
- Notification of Intention to Attend Tenderers Briefing **(to be completed by the Tenderer if they wish to attend the optional Tenderers Briefing)**

Submission of Tenders:

Tenders to be submitted via the electronic post box available on www.etenders.gov.ie:

- A single Appendix 1 Tender Response Document (Selection and Award Response) must be completed and submitted via the electronic post box available on www.etenders.gov.ie; and,
- A single Appendix 2 Pricing Schedule must be completed and submitted via the electronic post box available on www.etenders.gov.ie

Timelines:

The Contracting Authority will endeavour to conduct the Competition as closely as possible in accordance with the timelines set out below.

The Contracting Authority reserves the right to alter the timelines set out below at its sole discretion.

Activity/Milestone	Date
Issue Request for Tender (RFT)	8 th October 2026
Tenderers Briefing	Week of 19 th October 2026
Deadline for queries on RFT	12 noon 12 th November 2026
Submission of Tenderer responses to RFT deadline	12 noon 25 th November 2026

Tenderers Briefing:

The Tenderers Briefing will be held online, via Microsoft Teams.

The purpose of the Tenderers Briefing is to aid compliant, relevant and comprehensive tender responses.

Tenderers should indicate their intention to attend the Briefing by emailing the Notification of Intention to Attend Tenderers Briefing (which is attached as a separate document to this RFT) to ronan.behan@alzheimer.ie no later than **12 noon on 19th October 2026**. Completed forms can also be submitted via the eTenders messaging facility for this tender.

Tenderers should note that attendance is not mandatory, however it is encouraged.

All information made available at the Tenderers Briefing will be made available after the events through publication on www.etenders.gov.ie.

1.3 *"Not Used"*

1.4 Any contract that may result from this Competition (the "Services Contract") will be issued for a term of three (3) years ("the Term").

1.5 The Contracting Authority reserves the right to extend the Term for a period of up to two (2) years with a maximum of one (1) such extension on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Service Contract may amount to some €35,000 - €45,000 (excluding VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

The Alzheimer Society of Ireland, as a registered charity and Section 39 organisation with limited funding, places an emphasis on procuring value for money solutions for our requirements.

1.7 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 Contract 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 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 Services Contract. No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority. The award of a Services Contract does not confer exclusivity on the successful Tenderer.

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 “Not Used”

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 fully complete the Appendix 1A Tender Response Document and confirm 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 in 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 paragraphs 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 SERVICES CONTRACT

2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 3 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer’s Statement that is included within the Appendix 1A Tender Response Document. Tenderers may not amend 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 signed copy of the Tenderer's Statement, as set out in the Appendix 1A Tender Response Document.

The Contracting Authority must be able to read the signature of the Tenderer.

If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit.

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 set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail 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 award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the 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, 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 2GB 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 noon on 25th November 2026 (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF (for Appendix 1A Tender Response Document) and Excel (for Appendix 2 Pricing Schedule).

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

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 noon on 12th November 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly 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

- 2.8.1 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, data, statistics, drawings, 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 travel, reporting, delivery of presentations, 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 3 to this RFT.
- 2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by no more than the percentage by which the Consumer Price Index has increased or decreased in the edition of that index published by the Consumer Price Index most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers 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.
- 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 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 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, or employees and officers of the Contracting Authority 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 or Subcontractor.

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 terminating any 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 DISCLOSURE OF INFORMATION

2.16.1 *“Not Used”*

2.16.2 All tenders will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the Tenderer except

insofar as is specifically required for the consideration and evaluation of the response or as may be required under law and EU and Irish Government Procurement rules.

Tenderers are requested to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity.

If that is the case, Tenderers should specify the information that is sensitive and the reasons for its sensitivity.

The Alzheimer Society of Ireland cannot guarantee that any information provided by Tenderers, in response to this Request for Tenders or in the course of any contract awarded as a result thereof, will not be released pursuant to the Alzheimer Society of Ireland obligations either under law or to those under EU and Irish Government Procurement rules.

2.17 TAX CLEARANCE

It will be a condition of any 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 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 eTenders website, if at any stage they decide to withdraw from this Competition.

2.20 "SITE VISITS"

2.20.1 *"Not Used"*

2.20.2 *"Not Used"*

2.21 INSURANCE

- 2.21.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance	Indemnity Limit
Employers Liability	€13 million – for any one claim or series of claims arising out of a single occurrence. The successful Tenderer must hold this for the term of the Services Contract.
Public Liability	€6.5 million – for any one claim or series of claims arising out of a single occurrence. The successful Tenderer must hold this for the term of the Services Contract.
Professional Indemnity	€2 million – for any one claim or series of claims arising out of a single occurrence. The successful Tenderer must maintain a Professional Indemnity policy, at this €2 million indemnity limit, for at least 6 years from the expiry of the term of the Services Contract.

- 2.21.2 By signing the Tenderer's Statement that is included within the Appendix 1A Tender Response Document, Tenderers confirm that, if awarded a Services Contract under this Competition, (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 at paragraph 2.21.1, (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 Tenderer(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 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 self-declaration in the Appendix 1A Tender Response Document that either:
 - (i) no mandatory grounds for exclusion of the Tenderer apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer, 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 self-declaration in the Appendix 1A Tender Response Document that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"), will be evaluated in accordance with the Award Criteria at part 3.3 below.

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 self-declaration (included in the Appendix 1A Tender Response Document) 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.

The Contracting Authority may decide to examine Tenders before verifying the absence of 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) 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;
- (ii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iii) information concerning the Tenderer, and any proposed subcontractors, 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

- (iv) 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 proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) 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) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor 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 in the Appendix 1A Tender Response Document 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.

3.2.A (i) Minimum Annual Turnover Requirement

Tenderers are required to demonstrate that they have a minimum annual turnover of €150,000 (excluding VAT) in each of the three last financial years or pro rata if a more recently established firm is submitting the tender.

3.2.A (ii) Solvency Requirement

Tenderers must confirm, by way of self-declaration in the Appendix 1A Tender Response Document, their ability to pay their 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 a Services Contract, the successful Tenderer must provide the Contracting Authority with a letter from their auditors** confirming that they are able to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due or provide a copy of their audited accounts for the most recent financial year.

Any Tenderer who is unable to make this declaration shall not be eligible for the award of a Contract and shall be eliminated from the Competition.

3.2.A (iii) Evidence of Minimum Standards prior to the award of a Services Contract

Prior to admission to a Services Contract, the successful Tenderer will be required to provide to the Contracting Authority an Auditors Statement in the format prescribed in Table 1 below to demonstrate that they meet the above required economic and financial standing criteria. The auditor / accountant must be a member of a prescribed accountancy body that comes within the supervisory remit of the Irish Auditing and Accounting Supervisory Authority or a recognised European equivalent.

A Tenderer must provide this evidentiary documentation within seven (7) working days of the request for same by the Contracting Authority (or within such longer period as the Contracting Authority may permit). If, within this period (or any extended period permitted by the Contracting Authority), a successful Tenderer fails to produce the required evidentiary documentation demonstrating that it meets the minimum requirements for economic and financial standing specified above, it shall be eliminated from the Competition, unless there is a valid reason given for not being able to provide an Auditor's Statement, in which case the Tenderer must inform the Contracting Authority of that valid reason and provide such other suitable alternative documentation as will demonstrate that it meets the economic and financial standing requirements above to the satisfaction of the Contracting Authority.

Table 1: Auditor's Statement

Please note: Tenderers are required to demonstrate that they have minimum annual turnover of €150,000 (excl. VAT) in each of the three last financial years or the most recent years of service, if in operation for fewer than three years.

Name of Auditor / Accountant:	
Name of Individual or Audit Firm as it appears on the Public Register:	
Address:	
Date of Statement:	Day/Month/Year
Turnover for the last three financial years excluding VAT	
Insert year end date here:	Day/Month/Year
Insert € turnover here:	€
Insert year end date here:	Day/Month/Year
Insert € turnover here:	€
Insert year end date here:	Day/Month/Year
Insert € turnover here:	€
Insert year end date here:	Day/Month/Year
Date of establishment of Tenderer:	Day/Month/Year
No. of employees in Tenderer's Firm:	
Auditor Signature:	

3.2.B Experience and References - Technical and Professional Ability

Tenderers must declare in the Appendix 1A Tender Response Document that they satisfy the technical and professional 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.

3.2.B (i) Experience

All Tenderers must declare in the Appendix 1A Tender Response Document that they have the requisite experience and ability to provide the Services in accordance with the requirements set out in this Request for Tenders.

Tenderers must provide details of two (2) examples of contracts, for different customers, in the five (5) years prior to the Tender Deadline where it has delivered Services similar to those detailed in Appendix 1 and where the Services included managing multi-site national property portfolios.

At least one (1) of these example contracts must outline experience in Healthcare, Social Care, Charity, Non-Profit, NGO, Public Sector, Education, Voluntary, Social Enterprise or Community Service properties (or similar enterprise).

Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the similarity of these example contracts to the requirements of this RFT.

Important: The previous contract experience must not be work where The Alzheimer Society of Ireland were the Contracting Authority.

Table 2: Example Contract (Tenderers to complete these tables in the Appendix 1A Tender Response Document)

Contract	
(Note to Tenderers to provide comprehensive information as this is a Pass / Fail criterion)	
Customer Organisation Name:	
Customer Industry: Note - Tenderer to ensure at least one (1) of the example contracts outlines experience in Healthcare, Social Care, Charity, Non-Profit, NGO, Public Sector, Education, Voluntary, Social Enterprise or Community Service properties (or similar enterprise).	
Referee Name:	
Referee Position:	
Referee Contact Number:	
Referee Email Address:	
Contract Start Date, Term and Completion date (if completed): Note – must be within five (5) years of this tender deadline.	
Confirmation and details that the Services included managing multi-site national property portfolios:	
Detail the similarity of the reference contract to the requirements of this RFT, including: • Determining appropriate rebuilding / reinstatement costs for insurance purposes from demolition to rebuilding. • Providing valuations and professional advice to support financial reporting requirements under applicable accounting standards. • Identifying any indicators of impairment and providing guidance regarding future valuation requirements.	

• Establishing a consistent property valuation framework across the Client's portfolio.	
Value of Contract per annum (for information purposes only):	

3.2.B (ii) References

In respect of the contracts cited in response to section 3.2.B (i) Experience, Tenderers must provide a reference contact name, phone number & email address in respect of each of the example contracts.

The Tenderer should inform the Customer organisation(s) that the example contract(s) has been used as a reference project for the purposes of the Competition and the Contracting Authority may contact the referee for verification purposes without prior notice to the Tenderer.

A short video conference call may be the method of evaluating these references, so the Tenderer should ensure that the referee is informed of this and is happy to attend this call with ASI.

3.3 AWARD CRITERIA

3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous tender as identified in accordance with the following criteria.

Tenderers should respond to the below criteria with the specific requirements of this tender in mind, as outlined in Appendix 1 of this document.

Award Criterion 1	Weighting	Maximum Marks Available	Minimum Marks Required to Pass
	25%	2,500	1,500
Title	Quality of the Tenderer's Understanding of the Requirements, Service Methodology and Project Planning including Risk Management		
Award Criterion 1 Questions / Elements	The Tenderer must answer the questions in the Appendix 1A Tender Response Document in response to this Award Criterion 1. • AC1.1 – Tenderers must provide comprehensive information to demonstrate an understanding of The Alzheimer Society of Ireland requirements and must provide a clear and comprehensive approach and methodology for the provision of Services. This must include, but is not limited to, the Tenderers: - AC1.1.1 - Site inspection approach. - AC1.1.2 - Valuation methodology including determining appropriate rebuilding / reinstatement costs for insurance purposes. - AC1.1.3 - Valuation methodology including determining appropriate "existing use" value for finance purposes. - AC1.1.4 - Approach to identifying any indicators of impairment and providing guidance regarding future valuation requirements. - AC1.1.5 - Approach to establishing a consistent Property Valuation Framework across the ASI portfolio.		

	• AC1.2 – Tenderers must provide their Year 1 Project Plan to include a proposed timetable and reporting milestones for all ASI locations listed in this tender in 2027. • AC1.3 – Tenderers must demonstrate their capability to provide the Services for all ASI locations (listed in this tender) within the Republic of Ireland. • AC1.4 – Tenderers must provide detail on the risks associated with the provision of the Services and describe their approach to the management and mitigation of such risks. This criterion will be assessed on the totality of the Tenderer's response.
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Award Criterion 2	Weighting	Maximum Marks Available	Minimum Marks Required to Pass
	20%	2,000	1,200
Title	Quality of the Tenderer's Approach to Resourcing and Provision of Expertise		
Award Criterion 2 Questions / Elements	The Tenderer must answer the questions in the Appendix 1A Tender Response Document in response to this Award Criterion 2. • AC2.1 – Tenderers must clearly demonstrate their proposed resourcing structure, including resource allocation and management accountability. Please include an organisational chart and include detail on the number of years the company is in operation. • AC2.2 – Tenderers must provide details of their proposed Team Lead, including Qualification(s) (please see mandatory requirements in this RFT), CV and relevant experience. • AC2.3 – Tenderers must provide details of their proposed Project Team that will provide the specific services if successful, including the CVs of the key personnel. • AC2.4 – Tenderers should demonstrate by way of a detailed description their capacity and expertise to deliver the service of the scale, scope and complexity of the Services. • AC2.5 – Tenderers should demonstrate their capacity to maintain and develop the knowledge and expertise necessary to provide the required Services over the lifetime of the Services Contract. This criterion will be assessed on the totality of the Tenderer's response.		

Award Criterion 3	Weighting	Maximum Marks Available	Minimum Marks Required to Pass
	20%	2,000	1,200
Title	Quality of the Tenderer's Approach to Valuation Reporting Governance and Quality Assurance		
Award Criterion 3 Questions / Elements	The Tenderer must answer the questions in the Appendix 1A Tender Response Document in response to this Award Criterion 3. • AC3.1 – Tenderers must provide a sample report for insurance purposes. Tenderers should note that the sample report will be scored on its clarity, completeness, audit readiness and consistency.		

	• AC3.2 – Tenderers must provide a sample report for accounting / finance purposes. Tenderers should note that the sample report will be scored on its clarity, completeness, audit readiness and consistency. • AC3.3 – Tenderers must provide their technical review and sign-off process before issuing reports to clients. • AC3.4 – Tenderers should outline the supports available for clients following the issuance of reports. • AC3.5 – Tenderers must describe their approach to future valuations under this service contract. It is envisaged that following the on-site valuations in Year 1, the successful Tenderer will complete a desk-top review in Year 4 to ensure property values are up to date.
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Award Criterion 4	Weighting	Maximum Marks Available	Minimum Marks Required to Pass
	5%	500	Not Applicable
Title	Quality of the Tenderer's Approach to Sustainable Service Delivery		
Award Criterion 4 Questions / Elements	The Tenderer must answer the questions in the Appendix 1A Tender Response Document in response to this Award Criterion 4. • AC4.1 – Tenderers must provide details in relation to their approach to the sustainable delivery of the Property Valuation Services to ensure the lowest possible environmental impacts. • AC4.2 – Tenderers should provide details on their Corporate Social Responsibility (CSR) Initiatives within the: - Workplace; how they focus on supporting and engaging employees to ensure a positive work environment. - Community; their interactions with local community partners and organisations to support and enhance the community, and, - Marketplace; pertains to making responsible commercial decisions when dealing with suppliers and customers, ensuring ethical business practices.		

Award Criterion 5	Weighting	Maximum Marks Available	Minimum Marks Required to Pass
	30%	3,000	Not Applicable
Title	Cost		
Description	The Tenderer must complete the Appendix 2 Pricing Schedule outlining their costs.		

Methodology for scoring Qualitative Award Criteria (applies to Award Criteria 1, 2, 3 and 4):

Score	Description
90 – 100%	Response demonstrates extensive understanding of the requirements and both the capability and capacity to deliver the required outcomes, offering complete assurance to The Alzheimer Society of Ireland - fully supported with no reservations.
80 – 89%	Response demonstrates an excellent understanding of the requirements and both the capability and capacity to deliver the required outcomes, offering assurance to The Alzheimer Society of Ireland - substantially supported with only a small number of minor reservations.
70 – 79%	Response demonstrates a very good understanding of the requirements and both the capability and capacity to deliver the required outcomes, offering assurance to The Alzheimer Society of Ireland - strongly supported with some minor reservations.
60 – 69% Minimum Pass Mark for AC1, AC2 & AC3	Response demonstrates an acceptable understanding of the requirements and both the capability and capacity to deliver the required outcomes, offering some assurance to the Alzheimer Society of Ireland - supported with a small number of more notable reservations.
50 – 59%	Response demonstrates an average understanding of the requirements - demonstrates some capabilities to meet the requirements detailed, however not all requirements addressed.
Less than 50%	Fair response – some detail provided, but only a high-level response. Not detailed enough to demonstrate a workable solution. Deficiencies in the response lead to significant cause for concern.
Important – For Award Criterion 1, Award Criterion 2 and Award Criterion 3, less than 60% is unacceptable and considered ineligible from further consideration.	

Methodology for calculating the Cost Score

The following formula will be applied to the cost score (Award Criterion 5):

The lowest cost tender that also meets all the minimum requirements of the Selection Criteria and the Qualitative Award Criteria will receive the maximum score achievable under this criterion.

The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tenderer	A
Cost for the tender being evaluated	B
Maximum marks (3,000) available for Cost	C
Formula Employed	$\frac{A \times C}{B}$

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 preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1** A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the ranked 1 Tenderer does not return the signed Services Contract, the Contracting Authority may proceed to award the Services Contract 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 requirements and specifications in this part of the RFT and submit a detailed description within their responses to the Qualitative Award Criteria 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.

1 - Introduction and Summary of Requirements

The Alzheimer Society of Ireland (ASI) is the leading dementia-specific service provider in Ireland.

ASI works across the country in the heart of local communities, providing dementia-specific services and support and advocating for the rights and needs of all people living with dementia and their carers. Our vision is an Ireland where people on the journey of dementia are valued, can realise their rights and exercise choice, and are living well where they choose.

A national non-profit organisation, ASI advocates, empowers, and champions the rights of people living with dementia and their communities to quality support and services.

ASI owns and operates a portfolio of properties used for service delivery, administration and community support activities.

The Services required include:

- Determining appropriate rebuilding / reinstatement costs for insurance purposes from demolition to rebuilding.
- Providing valuations and professional advice to support financial reporting requirements under applicable accounting standards.
- Identifying any indicators of impairment and providing guidance regarding future valuation requirements.
- Establishing a consistent property valuation framework across the ASI portfolio.

The valuation exercise is intended to support:

- Annual statutory financial statements.
- External audit requirements.
- Insurance programme renewals.
- Asset management and governance.
- Directors oversight obligations.

2. Property Portfolio

The current portfolio consists of:

Property Name	County	Full Address
Bessboro Day Care Centre	Cork	Bessboro Day Care Centre, Bessboro, Blackrock, Co. Cork. T12 HF70
Mallow Day Care Centre	Cork	St Mary's Day Care Centre, Bearforest Lower, Mallow, Co. Cork. P51 WKE3
The Orchard Day Care Centre	Dublin	The Orchard Day Care Centre, Temple Road, Blackrock, Co. Dublin. A94 N8Y0
National Office	Dublin	National Office, Temple Road, Blackrock, Co. Dublin. A94 N8Y0
Kildangan Day Care Centre	Kildare	Kildangan Day Care Centre, Unit A Harristown Drive, Kildangan Village, Co. Kildare. W34 AX23
Garryowen Day Care Centre	Limerick	Garryowen Day Care Centre, Kilmurry Court, Garryowen, Co. Limerick. V94 DR60
Tredagh Lodge Day Care Centre	Louth	Tredagh Lodge Day Care Centre, Newtown Link Road, Greenhills, Drogheda, Co. Louth. A92 PYV9
The Birches Day Care Centre	Louth	The Birches Day Care Centre, Priorland Road, Dundalk, Co. Louth. A91 Y004

Property Name	County	Full Address
Whistlemount Day Care Centre	Meath	Whistlemount Day Care Centre, 6 Liscarton Villas, Kells Road, Navan, Co Meath. C15 PD35
Cloughvalley Day Care Centre	Monaghan	Cloughvalley Day Care Centre, Cloughvalley, Carrickmacross, Co. Monaghan. A81 Y090
Aughamore Day Care Centre	Sligo	Aughamore Day Care Centre, Lakeview Business Park, Aughamore, Carraroe, Co. Sligo. F91 XW54
Watermans	Tipperary	Waterman's Lodge, Ballina / Killaloe, Co. Tipperary. V94 T2K0
Pinegrove Day Care Centre	Waterford	Pinegrove Day Care Centre, Passage Road, Co. Waterford. X91 ET10

Valuation for Insurance Purposes only required for the following property:

Property Name	County	Full Address
Cairdeas Day Care Centre	Dublin	Cairdeas Day Care Centre, St. Joseph's Hospital Grounds, Springdale Road, Raheny, Dublin 5. D05 PX32.

Important: ASI reserves the right to add or remove properties from the scope of works during the contract period.

While pricing is requested for all locations for tendering purposes, Tenderers should note that ASI shall be under no obligation to purchase any minimum number or value of Services within the term of the Services Contract.

3. Scope of Services

3.1 Insurance Reinstatement Valuations

The successful Tenderer shall:

- Undertake physical inspections of each property.
- Calculate full reinstatement costs in accordance with current RICS guidance.
- Include demolition costs.
- Include all professional fees associated with the rebuild.
- Include site clearance costs.
- Include compliance with current Building Regulations and all other statutory obligations for a Day Care Centre.
- Include inflation and market construction cost considerations.

The valuation report shall provide:

- Recommended Buildings Sum Insured for rebuilding purposes.
- Reinstatement Cost Assessment (RCA).
- Estimated reinstatement period.
- Site clearance allowance.
- Professional fees percentage.
- Commentary on underinsurance risks.

3.2 Accounting and Financial Reporting Valuations

The successful Tenderer shall:

Provide professional advice regarding valuation requirements under:

- FRS 102.
- Charities SORP.
- Applicable Irish charity reporting requirements.

The valuation shall include:

Option A – Existing Use Value

Where appropriate, provide:

- Existing Use Value (EUV).
- Market Value where relevant.

Option B – Financial Reporting Review

Provide advice on:

- Whether carrying values appear materially reasonable.
- Any indicators of impairment.
- Potential impairment provisions.
- Whether a formal revaluation policy should be adopted.
- Suggested future review intervals.

The final report should clearly distinguish between:

- Insurance valuation figures.
- Accounting valuation figures.

4. Deliverables

The successful Tenderer shall provide:

Portfolio Summary Report

Including:

- Executive summary per property.
- Property schedule.
- Summary of valuation methodology.
- Insurance reinstatement values.
- Accounting valuation figures.
- Impairment observations.
- Recommendations.

Individual Property Reports

For each location:

- Property description.
- Site observations.
- Photographs.
- Floor areas.
- Construction type.
- Insurance reinstatement value.

- Accounting valuation.
- Condition observations.
- Significant assumptions.

Presentation

A presentation of findings to:

- Head of Finance and Management Services
- National Estates and Facilities Manager
- Audit & Risk Committee or Board, if required.

5. Minimum Qualification Requirements

Tenderers must demonstrate in their responses to the Award Criteria that they hold the required Professional Accreditation.

The Tenderer's Team Lead for Valuation Services must:

- Be a Chartered Surveyor accredited by the Society of Chartered Surveyors Ireland (SCSI)
Or
- Be a Chartered Engineer accredited by Engineers Ireland
Or
- Be a Registered Architect with the Royal Institute of Architects of Ireland (RIAI)

Equivalent accreditations will be reviewed and considered.

6. Required Timelines

The successful Tenderer will be required to execute on-site valuation services and possibly desk-based valuation services over a five-year contract period (including possible extensions), in accordance with international best practice and applicable statutory requirements.

Year 1 – First Half of 2027 – Comprehensive On-Site Insurance Reinstatement Building Valuations and Accounting and Reporting Valuations of the entire portfolio.

- Field valuation work will take place in Q1 and early Q2 of 2027, with final reports submitted, and presentations delivered to ASI Ireland by end of **Q2 2027**. Tenderers should ensure that they have sufficient resources in place to adhere to these timelines.
- Undertake thorough on-site inspections and valuations of all ASI-owned buildings, considering each property's structure, use, finishes, fixtures, and unique site-specific circumstances and any indicators of impairment.
- Compile detailed valuation reports, inclusive of photographic records, measurements, and professional recommendations for insurance reinstatement values.

Year 4 – Desk-Based Valuations (Possible Requirement if contract option to extend contract is used):

- Conduct desk-based reviews and updates using current construction cost indices, market intelligence, and relevant supporting documentation.
- Revise building portfolio reinstatement values in line with prevailing market trends, inflation rates, and any changes in building characteristics or regulations.
- Provide concise summary reports detailing methodologies, data sources, and justification for any adjustments made.

Appendix 2: Pricing Schedule

An Appendix 2 Pricing Schedule, in Excel format, is included in the tender documentation.

Tenderers must complete all highlighted cells in this Excel document.

All prices submitted from Tenderers must be all-inclusive (i.e. including but not being limited to travel, reporting, delivery of presentations, ancillary costs and all other costs / expenses), be expressed in Euro only and exclusive of VAT.

The VAT rate(s) should be indicated separately.

While pricing is requested for all locations for tendering purposes, Tenderers should note that ASI shall be under no obligation to purchase any minimum number or value of Services within the term of the Services Contract. Only Services rendered are chargeable.

Appendix 3: Services Contract (DRAFT)

The Alzheimer Society of Ireland (ASI)

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Property Valuation Services & Associated Services for The
Alzheimer Society of Ireland

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

The Alzheimer Society of Ireland (ASI), of [address] ("the Client");

and

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

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

WHEREAS:

- A. By Request for Tender entitled "Insert title of RFT" advertised on eTenders dated insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to 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. (the "Submission Clarifications"). The Submission (including the Submission 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 RFT;
 - iii. The Submission.
- 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, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("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 [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].
- 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”).

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. 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) above, 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. *"Not Used"*
- H. *"Not Used"*

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. *"Not Used"*

7. "Not Used"
8. "Not Used"
9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. 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.9; and
10. the Client shall be under no obligation to purchase any minimum number or value of Services.

As stated in the RFT:

"ASI reserves the right to add or remove properties from the scope of works during the contract period.

While pricing is requested for all locations for tendering purposes, Tenderers should note that ASI shall be under no obligation to purchase any minimum number or value of Services within the term of the Services Contract."

- 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. "Not Used"

- F. *"Not Used"*
- 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 / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.
- H. *"Not Used"*

6. **"NOT USED"**

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.
- 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; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. *"Not Used"*
- D. *"Not Used"*
- 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 30 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 30 days written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 30 days 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. *"Not Used"*
- C. *"Not Used"*

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. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement
- 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

End of Document