



**Request for Tenders dated 29 September  
2026 for the provision  
of  
Security monitoring services (excluding  
static guard) and Fire Alarm, Emergency  
Lighting and Electronic Security Systems  
maintenance for Saint John of God  
Community Services clg - Kerry**

**Tender procedure: Open procedure**

**Tender Clarification Deadline 16/10/2026 15:00**

**Tender Deadline 02/11/2026 15:00**

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## Part 1: Introduction

- 1.1 Saint John of God Community Services clg (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:
- The Services comprise Security Services (excluding Static Guarding) and Maintenance Services for Fire Alarm, Emergency Lighting and/or Electronic Security Systems for Saint John of God Community Services clg in Kerry.
- The Contracting Authority intends to appoint a single provider to deliver the Services described.
- Further details on Appendix 1 of this RFT.**
- 1.3 “Not used”
- This public procurement competition will be divided into lots (each a “Lot”) as described below. Each Lot will result in a separate contract.
- 1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of 2 years (“the Term”).
- 1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to 12 months with a maximum of 4 such extension or extensions 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 Services Contract may amount to some €450,000 (excl. 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.
- 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 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith. In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

## 2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as noncompliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
  - (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 5 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 at Appendix 3. 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 scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the

Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to 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](http://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 the deadline stated on the cover page of this RFT (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, Word and Excel. 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](http://www.etenders.gov.ie). Queries will be accepted no later than the date stated on the cover page of this RFT 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](http://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](http://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 limited to, all costs associated with travel, labour, tools and equipment, shipping, packaging, delivery, call-outs, testing, certification, ancillary expenses, and any other costs or charges necessary to deliver the

services in full), 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 8 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 5 to this RFT.
- 2.10.6 Tenderers should note that prices may be increased or decreased only on the second 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 the percentage by which the Consumer Price Index has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary.

Applications for a Price Review must be submitted by the Contractor to the Contracting Authority not later than three [3] months prior to the expiry of the Service Contract. The acceptance or rejection of the pricing shall be at the sole discretion of the Contracting Authority. The decision of the Contracting Authority in any Price Review shall be final and conclusive.

## **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 listed in Schedule 7 of the Regulations.
- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument 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, members of the Government, members of the Oireachtas, 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 terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at [www.irishstatutebook.ie](http://www.irishstatutebook.ie). 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 FREEDOM OF INFORMATION**

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect

of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

## 2.17 TAX CLEARANCE

It will be a condition of any 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](http://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 e-tenders website, if at any stage they decide to withdraw from this Competition.

## 2.20 SITE VISIT

**2.20.1** In view of the high value and risk associated with this contract, a site visit is strongly recommended to ensure that Tenderers fully understand the scope and nature of the Services. However, where a Tenderer is the incumbent provider for any of the services included in this tender, a site visit will not be required.

The Contracting Authority will facilitate access to one or more of its premises for this purpose. Tenderers wishing to attend must submit a request via the eTenders messaging system no later than 6 October 2026.

Attendance at the site visit will be subject to compliance with the Contracting Authority's local security procedures and health and safety requirements.

**2.20.2** "Not Used"

[Insert here details of any site visit required by the Contracting Authority to the Tenderer's premises].

Commented [MN1]: Review date

## 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                                                                          |
|-------------------------------|------------------------------------------------------------------------------------------|
| <b>Employer's Liability</b>   | €13 million - for any one claim or series of claims arising out of a single occurrence.  |
| <b>Public Liability</b>       | €6.5 million - for any one claim or series of claims arising out of a single occurrence. |
| <b>Product Liability</b>      | €6.5 million - for any one occurrence and in the aggregate per insurance year.           |
| <b>Professional Indemnity</b> | €500,000 - on an 'each and every claim' basis.                                           |
| <b>Crime Insurance</b>        | €500,000 - for any one occurrence and in the aggregate per insurance year.               |

**2.21.2** By signing the Tenderer's Statement at Appendix 3, 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 eESPD that either:
  - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
  - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the

“Selection Criteria”), will be evaluated in accordance with the Award

Criteria at part 3.3 below.

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

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

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

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

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

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) 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;
- (iv) 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

- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any 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**

#### **3.2.A.1 Minimum Annual Turnover (Pass / Fail)**

Tenderers must confirm that their turnover when averaged over the three most recent years of financial accounts, or where the date of establishment is more recent when averaged over the year(s) the entity has been established, equals or exceeds €150,000.

To demonstrate this turnover requirement, Tenderers must confirm it on the RFT Response Document and must submit with their response any of the following documentary evidence; financial accounts or where the Candidates' accounts are audited then audited financial accounts, accountant's letter/certificate, or auditor's letter/certificate.

#### **3.2.A.2 Tax Clearance Certification (Pass / Fail)**

Information to be provided on the RFT Response Document attached to this tender.

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

### **3.2.A.3 Insurance levels (Pass / Fail)**

Information must be provided on the RFT Response Document attached to this tender.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

### **3.2.B Technical and Professional Ability**

#### **3.2.B.1 Health & Safety (Pass / Fail)**

**(i) Provide Health & Safety Statement/Policy.**

Candidates must demonstrate that they have in place adequate Health and Safety procedures to ensure the delivery of an uninterrupted and high-quality service over the course of the contract.

**(ii) Data Protection**

Successful candidate will be required to complete the Data Protection due diligence questionnaire prior to contract execution. Tenderers must confirm on the RFT Response document their agreement with this procedure.

**(iii) Garda Vetting**

All personnel employed on site by the Tenderer under this contract must be vetted by the National Vetting Bureau prior to being employed on this Contract. With that, the Contracting Authority will complete the Garda Vetting for third party personnel working on site. Tenderers must confirm on the RFT Response document their agreement with this procedure and confirm understanding that if personnel not fully vetted to enter the premises other personnel must be assigned to complete the required service.

#### **3.2.B.2 Minimum required certification (Pass / Fail)**

Tenderers must provide copies of each of the following required certification to provide the services in scope of this Tender on the RFT Response document:

- A. Private Security Authority (PSA) Licence
- B. Installers of intruder alarms: IS EN 50131-1 together with IS EN 50131-7
- C. Installers of access control: PSA 74:2019 or PSA 67:2021 if already in place.
- D. Installers of CCTV: PSA 2006:12, IS EN 50132 together with IS EN 50131-1

- E. Alarm receiving centres (ARCs), Alarm handling procedures – Monitoring service: IS 228:2007, PSA 33:2014 and IS EN 50518
- F. Quality management system: ISO 9001 or equivalent

### 3.2.B.2 Organisational Capacity (Pass / Fail)

Tenderers must demonstrate organisational capacity to deliver the services to the Contracting Authority's requirements under this competition. The following information will be required to be completed on the RFT Response Document:

1. Total number of employees (information only)
2. Number of employees qualified to perform the services for the Contracting Authority (when applicable)

### 3.2.B.3 Previous Experience (Pass / Fail)

Tenderers must demonstrate on the RFT Response document previous experience of delivery of 3 contracts within the last three years of comparable nature and scale to the Contracting Authority's requirements under this competition. Tenderers are advised that the reference contracts listed must demonstrate capability to deliver the various service aspects required to meet the Contracting Authority's requirements. Please provide the following information for each reference project.

1. Client details (i.e., name, address, contact information)
2. Duration / dates of delivery of service
3. Approx. contract value
4. Description of the services provided
5. Comparison with SJOGCS requirements and details on any challenges.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

## 3.3 AWARD CRITERIA

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

|           | Award Criteria                                                                          | Marks Available | Minimum Marks per Criteria |
|-----------|-----------------------------------------------------------------------------------------|-----------------|----------------------------|
| 3.3.1.1   | Overall Technical Quality                                                               | 600             |                            |
| 3.3.1.1.a | Methodology for service delivery of Security Monitoring                                 | 210             |                            |
|           | Tenderer must demonstrate their approach to service delivery and how they will meet the |                 |                            |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |  |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|
|                  | <p>Contracting Authority's requirement including but not limited to:</p> <ul style="list-style-type: none"> <li>• Alarm Monitoring services</li> <li>• CCTV monitoring <ul style="list-style-type: none"> <li>○ The location and facilities of your central station and how the facilities and resources will meet the requirements</li> <li>○ How you will design and schedule the monitoring routine</li> <li>○ How you monitor, record, and communicate incidents in a timely and professional manner</li> <li>○ How your CCTV monitoring activity can assist in identifying hotspot areas and preventing repeat criminal activity</li> </ul> </li> <li>• Equipment</li> <li>• Keyholding</li> <li>• Concise overview of lone worker solutions</li> </ul> <p>The Contracting Authority will review the response in its entirety for the marks allocated.</p> |            |  |
| <b>3.3.1.1.b</b> | <b>Fire Alarm, Emergency Lighting and Electronic Security Systems maintenance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>210</b> |  |
|                  | <p>Tenderer must demonstrate their approach to service delivery and how they will meet the Contracting Authority's requirement including but not limited to:</p> <ul style="list-style-type: none"> <li>• Fire Alarm maintenance services(planned and reactive)</li> <li>• Emergency Lighting maintenance services (planned and reactive)</li> <li>• Electronic security maintenance services (planned and reactive)</li> <li>• General requirements for maintenance services</li> <li>• Compliance with call-out requirements</li> <li>• Confirm understanding and agreement regarding bespoke services and equipment</li> <li>• Confirm compliance with applicable legislation and regulatory requirements</li> </ul>                                                                                                                                         |            |  |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |            |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                  | The Contracting Authority will review the response in its entirety for the marks allocated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |            |
| <b>3.3.1.1.c</b> | <b>Contract Management &amp; Personnel</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>150</b> |            |
|                  | <p>Tenderer must demonstrate their approach to contract management and how they will meet the Contracting Authority's requirement including but not limited to:</p> <ul style="list-style-type: none"> <li>• Nominated account manager including CV (Max 1 CV)</li> <li>• CV of staff members servicing the maintenance requirements of the contract (Min. of 2 CVs and Max of 5 CVs)</li> <li>• Contract Manager's approach to ensure service performance is in line with high standards including managing and monitoring performance of personnel, subcontractor (if applicable) or consortium partner (if applicable).</li> <li>• Scheduling of planned maintenance and communication with the Contracting Authority staff</li> <li>• Mobilisation plan</li> <li>• Transition and exit plan</li> <li>• Maintenance service reports and asset register approach</li> <li>• Quality Control Practice(s)</li> <li>• Invoicing and payment terms</li> <li>• Continuity of supply/contingency planning</li> <li>• Complaints and corrective action</li> </ul> |            |            |
| <b>3.3.1.1.d</b> | <b>Social value and environmental considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>30</b>  |            |
|                  | Tenderers will be required to demonstrate the Tenderer's overall proposed approach to support and implement environmental and social considerations into their practices at a national or local community level in the delivery of services of this tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |            |
| <b>3.3.1.2</b>   | <b>Cost</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>400</b> | <b>N/A</b> |
|                  | <b>Security Monitoring &amp; electronic security Maintenance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>200</b> | <b>N/A</b> |
|                  | <b>Fire alarm and emergency lighting maintenance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>200</b> | <b>N/A</b> |

|              |             |  |
|--------------|-------------|--|
| <b>Total</b> | <b>1000</b> |  |
|--------------|-------------|--|

Please note the page limit for responses to Award Criteria 3.3.1.1.a, 3.3.1.1.b and 3.3.1.1.c is as follows:

| Qualitative Award Criteria | Page Limit                                                                    |
|----------------------------|-------------------------------------------------------------------------------|
| 3.3.1.1.a                  | 10 x A4 pages.                                                                |
| 3.3.1.1.b                  | 10 x A4 pages.                                                                |
| 3.3.1.1.c                  | 8 x A4 pages +<br>CV Templates as required (Each CV must not exceed 2 pages). |
| 3.3.1.1.d                  | 2 x A4 pages.                                                                 |

Any additional information included as appendices, tables, brochures, graphics, or charts will be included on the page limit count. Any pages beyond the page limit will NOT be considered.

On the evaluation stage, the page limit count will start from the information provided on the RFT response document and move to the first referred appendix for each of the Award Criteria responses until page limit is reached.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of 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 public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

### 3.3.2 Evaluation steps of Award Criteria

#### 3.3.2.1 Evaluation of Qualitative Sub-Criteria

- i) A total of 600 marks is allocated across the qualitative criteria, which equates to 60% of the overall marks available.
- ii) For each of the non-cost sub-criteria included in the Award Criteria table on item 3.3.1 above, the scoring methodology set out in the table below will apply.

##### 3.3.2.1.1 Scoring Methodology

| Score     | Meaning                                                                                                                                                                          |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 90 - 100% | <b>Excellent response</b> with very few or no weaknesses and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard. |

|          |                                                                                                                                                                                                                                                              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 80 - 89% | A <b>very good response</b> that demonstrates real understanding for the requirements and assurance that the Tenderer will delivery to a high standard.                                                                                                      |
| 70 – 79% | A <b>good response</b> that demonstrates real understanding and generally meets the requirements and provides assurance that the Tenderer will deliver to good standard.                                                                                     |
| 60 – 69% | A <b>satisfactory response</b> which demonstrates a reasonable understanding of requirements but does not provide sufficient convincing assurance to award a higher mark.                                                                                    |
| 20 – 59% | A response <b>not meeting the minimum requirement where reservations exist</b> . Response lacks full credibility and/or convincing detail, leaving the Contracting Authority to determine that there is risk associated with selection of the tender.        |
| 1 – 19%  | A response <b>where serious reservations exist not meeting minimum requirements</b> . This may be due to insufficient detail provided and fundamental flaws, or is seriously inadequate or lacking in credibility with a high risk of unsuccessful delivery. |
| 0        | Response <b>completely fails</b> to address the requirements.                                                                                                                                                                                                |

Example: Where the maximum mark available for a qualitative sub-criterion is 200 and the tender evaluation panel determines that the response falls under the “satisfactory response” description, then the evaluation panel may award a minimum of 60% of the total marks available (i.e. 120 marks) and a maximum of 69% of the total marks available (i.e. 138 marks), dependant on the quality of the response.

iii) Those Tenderers that have not achieved the required Minimum Marks for as described for each qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the Cost Score (as per the formula set out at 3.3.2.2) of the Tenderers that have achieved the Minimum Marks.

### 3.3.2.2 Evaluation of Costs

There are two pricing schedules to be submitted:

- **Appendix 2A\_Security monitoring, maintenance, keyholding and related services.**
- **Appendix 2B\_Fire alarm and Emergency Lighting maintenance and related services.**

i) For the purpose of **Appendix 2A\_Security monitoring, maintenance, keyholding and**

**related services**, Tenderers are required to quote the unit cost for each of the required services (where applicable):

- Electronic Security Systems Maintenance (2 times per year)
  - Intruder Alarm (0-20 Zones)
  - Intruder Alarm (21 or more Zones)
  - CCTV Systems (1-8 cameras)
  - CCTV Systems (8-16 cameras)
  - CCTV Systems (17+ cameras)
  - Access Control per access point
- Electronic Security Systems Maintenance (Once per year)
  - Gate Automation
- Central Station Monitoring
  - Intruder Alarm
  - Fire Alarm
  - Access control doors
  - Schedule Open & Closing
  - CCTV Monitoring
- Keyholding

The unit cost excluding VAT for each of the above services will then be multiplied by the notional number of sites/unit provided. Where sites are required to be added to or removed from the contract during its term by the Contracting Authority, the Unit cost as provided in the Appendix 2 – Pricing Schedule must be applied.

#### **Electronic Security Systems Technical call out**

The total call out cost will be based on the call out cost under each category multiplied by the notional call out numbers per year:

- Call out cost per hour (Working hours) – First Hour
- Call out cost per hour on site after first hour (Working Hours)
- Call out cost per hour (Out of working hours) – First Hour
- Call out cost per hour on site after first hour (Out of working Hours)
- Spare parts mark up % x notional sum per year

#### **Mobile Patrol Alarm Response**

- 1200 x Mobile Patrol Alarm Response Call out cost

The unit cost excluding VAT for each of the above services will then be multiplied by the notional number of mobile patrol alarm response.

#### **Bespoke requirements**

1. Daily labour rates (8 hours) for:
  - Security Systems Engineer/Technician
  - Electrician
  - Apprentice / Mate
  - Site supervisor/Project Manager

- Commissioning Engineer

Rates to be provided based on:

- Bespoke works to be completed at normal working hours i.e. 08am to 5pm Mon–Fri excl. Bank Holidays.
- Ceiling height ≤ 3m
- Clear cable routes assumed
- Builder’s work excluded unless specified
- Power supply available within 5m of equipment

2. Mark % for equipment and materials.

The daily rate must be charged *pro rata*.

Note: The notional quantity set out in Appendix 2 represents the Contracting Authority’s best estimate of current requirements at the time of issuance. Actual demand under the contract may increase or decrease over its term. The notional quantity is provided for evaluation purposes only and does not constitute a commitment to, or guarantee of, any minimum or anticipated level of service.

- i) For the purpose of **Appendix 2B. Fire alarm and Emergency Lighting maintenance and related services**, Tenderers are required to quote the unit cost for each of the required service (where applicable) as per specification:

#### **Planned Preventive Maintenance and Servicing**

The total Planned Preventive Maintenance and Servicing cost will be based on the hourly rate for technician multiplied by the notional numbers of hours per year for:

- Fire alarms - PPM & servicing of addressable devices, open protocol
- Fire alarms - PPM & servicing of conventional devices, open protocol
- Fire alarms - PPM & servicing of addressable devices, closed protocol
- PPM & servicing of Emergency Lighting Systems

#### **Fire alarms and emergency lighting call out**

The total call out cost will be based on the call out cost under each category multiplied by the notional call out numbers per year:

- Call out cost per hour (Working hours) – First Hour
- Call out cost per hour on site after first hour (Working Hours)
- Call out cost per hour (Out of working hours) – First Hour
- Call out cost per hour on site after first hour (Out of working Hours)
- Spare parts mark up % x notional sum per year

#### **Bespoke requirements**

1. Daily labour rates (8 hours) for:

- Fire alarm engineer
- Electrician

- Apprentice / Mate
- Site supervisor/Project Manager
- Commissioning Engineer

Rates to be provided based on:

- Bespoke works to be completed at normal working hours i.e. 08am to 5pm Mon–Fri excl. Bank Holidays.
- Ceiling height ≤ 3m
- Clear cable routes assumed
- Builder's work excluded unless specified
- Power supply available within 5m of equipment
- The daily rate must be charged *pro rata*.

2. Mark % for equipment and materials.

Note: The notional quantity set out in Appendix 2 represents the Contracting Authority's best estimate of current requirements at the time of issuance. Actual demand under the contract may increase or decrease over its term. The notional quantity is provided for evaluation purposes only and does not constitute a commitment to, or guarantee of, any minimum or anticipated level of service.

Total for Evaluation tab in Appendix 2A & Appendix2B contains the "Total value for evaluation purposes" which will be calculated as follows:

|                     |                                                                                                                                                                 |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cost Score =</b> | <b><math display="block">\frac{\text{Lowest Tendered Total Cost}}{\text{Tendered Total Cost under evaluation}} \times \text{Maximum Marks Available}</math></b> |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 3.3.2.3 Totalling of Marks

v) The total marks achieved for the qualitative award criterion and sub-criteria (Step 1) will be added to the total marks achieved for the cost criterion (Step 2) to arrive at a Total Overall Score. The Tender with the highest Total Overall Score will be deemed to be the MEAT and will be deemed successful, subject to meeting all other requirements of this RFT.

### 3.3.2.4 Tiebreaker (if required)

vi) In the event that two or more Tenders are deemed to have the same highest Total Overall Score, the following tie-break approach will be adopted.

(a) The Tender which has been awarded the highest number of marks for the overall qualitative award criteria will be deemed to be the MEAT.

(b) In the event of the application of this tie-break rule not resulting in the determination of a preferred MEAT, the following approach will be applied; The Tender that has been awarded the highest number of the total marks available for the first sub-criterion, set out in Table 4 below, will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the sub-criteria in the descending order listed below until such time as a preferred MEAT can be determined.

| Order | Item      | Award Sub-criterion                                                            |
|-------|-----------|--------------------------------------------------------------------------------|
| 1     | 3.3.1.1.a | Service Delivery & Technical Capability for Security Monitoring & ARC Services |
| 2     | 3.3.1.1.b | Fire Alarm, Emergency Lighting and Electronic Security Systems maintenance     |
| 3     | 3.3.1.1.c | Contract Management & Personnel                                                |
| 4     | 3.3.1.2   | Cost                                                                           |
| 5     | 3.3.1.1.d | Social value and environmental considerations                                  |

3.3.3 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

#### 3.4 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** The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 10 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. 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 signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest ranked Tenderer in accordance with paragraph 3.6.1 above.

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## ***Appendix 1: Requirements and Specifications***

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

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## 1. Company overview

Saint John of God Community Services clg (SJOGCS) provided services and supports to over 8,000 children, adolescents and adults with intellectual disability or mental ill health throughout Ireland. The people we support across our services always maintain the full focus of our attention.

The organisation is configured into five the Regions below with a Regional Management Team responsible for the delivery of services and supports in each Region.

Kerry Services provides training, employment, social and residential programmes for over 300 adults and children with intellectual disabilities. The services are based in Beaufort, Caherciveen, Castleisland, Dingle, Kenmare, Killarney, Killorglin, Listowel and Tralee.

Tenderers should note that a significant number of the existing alarm, access control, CCTV and security systems across SJOGCS sites are in excess of 15 years old. As a publicly funded organisation, capital budgets are limited and the replacement of existing systems is subject to the availability and approval of future funding.

Accordingly, it is unlikely that all legacy systems will be replaced in the short to medium term. The successful tenderer will therefore be required to maintain and support these systems to the highest possible standard, ensuring their continued operation, reliability and effectiveness for as long as practicable.

Tenderers must demonstrate their ability to service, maintain, troubleshoot and repair ageing security infrastructure, including sourcing compatible parts where available, providing practical workarounds where components are obsolete, and minimising system downtime. The successful tenderer will be expected to support continuity of service and maximise the operational lifespan of existing systems until such time as replacement programmes can be funded and implemented.

For more information, please visit <https://sjogcommunityservices.ie/>

## 2. Requirement and Specification overview

SJOGCS has the requirement for Security monitoring services (excluding static guard) and Fire Alarm, Emergency Lighting and Electronic Security Systems maintenance for Saint John of God Community Services in Kerry.

There are a wide range of properties within each region. These include but are not limited to:

- Residential properties for service users
- Office and commercial facilities
- Day services
- Catering and leisure facilities
- Storage facilities
- Open spaces and public realm

Some of these properties have open access 24 hours a day.

The successful tenderer will be required to be familiar with the workings of the site and ensure that all risks to people and property are minimised.

The list of locations will be provided as part of the Appendix 2 – Pricing Schedule which will be uploaded as a separate document on e-Tenders. The number of properties may increase or decrease over the lifetime of this contract in accordance with changing service needs. Additions or removals of sites will be priced on a pro-rata basis as per costs provided in the Pricing Schedule.

Tenderers shall provide for the minimum requirements and specifications as described in this Appendix 1 including:

- High quality and comprehensive incident reporting, management information and communications, and a seamless migration of existing services in Contracting Authority locations to any incoming Service Providers.
- Value for money in the delivery of the service and maintaining the life expectancy of the identified system(s) as an asset.
- Emergency call out service to be available 24/7, 365 days.
- The Contracting Authority requires 1 hour response time for emergency call outs. Response Time means the time from fault notification to physical attendance on site by a competent technician.
- All mileage rates and overheads to be included in any call out charge.
- Ensure all operators are trained and qualified and have up-to-date Garda clearance and on-going professional development. Garda Clearance will be completed by the Contracting Authority however the Contractor must provide all the required information needed for the vetting process.
- If applicable, ensure open communication with other providers that may be affected by the maintenance and monitoring services
- Work with the Contracting Authority to identify and minimise any risks to ensure safety of all people in our sites e.g. unauthorised intruders on site and resulting in theft, vandalism and repeated cases of anti-social behaviour and risks to staff working on site especially visitors and those needed for emergency medical care purposes.

### **3. Security monitoring services (excluding static guard)**

The Private Security Authority (PSA) is the statutory body responsible for the licensing and regulation of the private security industry in Ireland. Under the Private Security Services Acts, any entity providing security monitoring services must hold the appropriate current PSA licence(s) and comply with all applicable legislative, regulatory and industry standards.

Tenderers may submit proposals as a single entity, consortium, or with the use of subcontractors. Where a consortium member or subcontractor is proposed to deliver any element of the security monitoring services, the Tenderer shall clearly identify the relevant party and demonstrate how the requirements of this specification will be met.

Irrespective of the delivery model proposed, the Tenderer shall ensure that all minimum tender requirements are satisfied throughout the Contract term. The Contracting Authority will hold the successful Contractor fully responsible for the performance of all services delivered by consortium members and/or subcontractors.

The Contractor, or the consortium member/subcontractor responsible for the delivery of security monitoring services, shall hold a valid Private Security Authority (PSA) licence for security monitoring services.

### **3.1 Licensing and Accreditation:**

The Contractor, or the consortium member/subcontractor responsible shall hold a valid Private Security Authority (PSA) licence for security monitoring services. The proposed Alarm Receiving Centre / Central Station shall be compliant with:

- I.S. EN 50518
- PSA 33:2014
- I.S. 228:2007

Evidence of current certification and PSA licensing shall be provided within the Tender Response and maintained for the duration of the contract.

It is preferred that a 'Client Log-In' facility is available from the Contractor software programme which would allow verification and validation of all emergency call-outs, alarm activations and Opening & Closing reports.

### **3.2 Alarm monitoring:**

The Contractor shall monitor intruder, fire, panic alarms and scheduled opening/closing events from a central control station and respond to site where required.

Tenderers must demonstrate a robust alarm verification and response process, clearly setting out:

- When attendance is required
- When attendance is not required
- Escalation procedures
- Audit and record-keeping controls
- Fire alarm verification and response procedures

Emergency call-out attendance must be provided within one (1) hour, 24/7, inclusive of all mileage and overheads.

The majority of fire alarm activations are received through the intruder alarm monitoring system. In addition, approximately 270 fire alarm tests are undertaken weekly across the portfolio. Tenderers must detail their procedures for managing fire alarm activations, including the distinction between scheduled testing, fault conditions and genuine alarm events.

The Contractor shall implement a robust alarm verification process to minimise unnecessary emergency service call-outs while ensuring that all genuine life-safety incidents are escalated immediately in accordance with site emergency procedures. Tenderers should outline:

- The process used to verify fire alarm activations;
- Procedures for managing scheduled fire alarm tests;
- Escalation protocols and decision-making criteria;

- Measures to reduce false alarms and unnecessary responses;
- Reporting, audit trails and event logs for all alarm activations and actions taken.

The Contractor shall ensure that designated site contacts and agreed escalation procedures are followed before initiating external emergency service call-outs, unless there is a clear indication of fire, an immediate risk to life, or a site-specific requirement for automatic emergency service notification.

### **3.3 CCTV Monitoring:**

The Contractor shall provide 24-hour CCTV monitoring from their central station and:

- Monitor live and recorded feeds
- Identify and escalate incidents
- Dispatch patrols or notify An Garda Síochána where appropriate
- Secure, store and provide footage to authorised personnel
- Ensure footage is timestamped
- Comply fully with GDPR and data protection legislation

### **3.4 Equipment**

The Contracting Authority estimates that approximately **240 communicators** will require replacement across the portfolio, as these devices are the property of the incumbent provider. The existing devices installed on site are predominantly **CSL DualCom Pro 2 UDL Grade 3 communicators**.

Tenderers shall include all costs associated with the provision, installation, commissioning, replacement, upgrade, maintenance and ongoing support of communicators within their tendered monitoring rates. The Contractor shall ensure that all communicators remain fully operational, supported, compliant and compatible with the monitoring service throughout the Contract Term and shall replace or upgrade any communicator where required to maintain service delivery. No additional charges shall apply.

The replacement solution must provide a level of security, resilience and performance that is equivalent to or exceeds that of the existing CSL DualCom Pro 2 UDL Grade 3 communicators and be fully compatible with the Contractor's Alarm Receiving Centre (ARC) infrastructure.

The Contractor shall ensure that all communicator replacements are completed with minimal disruption to site operations and that alarm monitoring coverage is maintained throughout the migration process. A detailed implementation and migration plan shall be agreed with each region during the mobilisation phase.

### **3.5 Keyholding**

Where applicable, keyholding services shall include:

- Mobile patrol alarm activation response
- Opening and closing/ Locking of building

- Onsite scheduling open & close (1 site). Open at 7:30am and disarm the building, if no staff on site door must be locked. Close at 7pm to arm the building ensuring all doors are locked. This is required Monday to Friday only excluding bank holidays and notified closures.
- Liaison with site staff
- Full incident reporting and escalation to the relevant personnel

### **3.6 Lone Workers**

The Contracting Authority reserves the right to include lone worker safety solutions within the scope of this Contract. Such solutions may include, but are not limited to:

- Welfare monitoring and check-in services.
- Wearable safety devices;
- Smartphone-based applications; and/or

Tenderers are required to provide a concise overview of the lone worker safety solutions they can offer, including details of functionality, monitoring capabilities, response arrangements, and any associated support services. The Contracting Authority would be looking for the most cost-effective solution.

Certain regions may not require all of the services outlined above at the commencement of the Contract. However, should such requirements arise during the term of the Contract, the Contracting Authority reserves the right to incorporate additional services.

Any such additions will be priced on a basis consistent with the rates applied for equivalent services in comparable regions under this Contract.

## **4. Fire Alarm, Emergency Lighting and Electronic Security Systems maintenance**

The Services that shall be provided relate principally to the provision of maintenance services including planned preventative maintenance, routine testing, emergency call outs and reactive maintenance activities such as minor repairs, modifications and replacement of common component parts in accordance with the requirements of this Appendix 1.

Tenderers must confirm the number of competent technicians assigned to the contract and provide evidence of qualifications if successful. This shall include CVs and certification for electricians authorised to carry out Controlled Electrical Works.

### **4.1 Fire alarm maintenance services**

All Fire Alarm services must be carried out in accordance with The Fire Alarm Standard, most notably:

- I.S. 3218:2024 (Fire detection and alarm systems for buildings – System design, installation, commissioning, servicing and maintenance).
- All relevant standards from the I.S. EN 54 series of standards
- Alarm testing must be completed during working hours (from 8am to 5pm). A very limited number of sites may require special arrangements which will be discussed at contract implementation stage.

The principal fire alarm system and ancillary devices to be maintained include but is not limited to:

- Fire alarm panels including master, sub-master & area panels (conventional / addressable)
- Open and Closed Protocol Systems
- Repeater panels
- Smoke detectors
- Heat detectors
- Beam detectors
- Automatic Opening Vent
- Audio/visual equipment (bells, sounders, beacons or strobes)
- Other ancillary devices related to Fire Alarm systems.

**Planned preventative maintenance and servicing of fire alarm systems:**

Quarterly Maintenance, servicing, testing and reporting for planned preventative maintenance services shall be carried out in compliance with the requirements set out in I.S.3218:2024 "Fire Detection and Fire Alarm Systems for Buildings – System, design, installation, commissioning servicing and Maintenance", in every respect ('The Fire Alarm Standard'), including all updates and revisions thereof.

The sequence of routine procedures, servicing/testing shall be scheduled periodically to occur at least four times in the year at intervals of no less than 2 months, or greater than 4 months, as set out in Servicing and Maintenance of The Fire Alarm Standard.

**Reactive maintenance, repairs and modifications to fire alarm systems**

All work carried out during reactive maintenance, repairs and modifications must be fully compliant with The Fire Alarm Standard. Work carried out under this paragraph may involve Controlled Electrical Works (both during and outside of normal working hours).

Verifying correct operation of Ancillary Services / Cause and Effect Strategy Testing (if applicable).

Verification and reporting on the operation of Ancillary Services shall be carried out in accordance with the manufacturer's recommendations. The Contractor shall be required to report that each I/O interface unit is correctly sending the signal to building components such as lifts, slam shut valves, smoke vents, magnetic locks, drop fire curtains, suppression systems, roller shutters etc. The cost of this service shall be deemed included in the general planned preventative maintenance.

**Control and Indicating Equipment Event Memory**

Where the control and indicating equipment has an event memory then the memory shall not be erased or edited without the written consent of the Contracting Authority. If the system requires attention which would automatically erase the memory or require manual erasing/editing of the memory, then the relevant Contracting Authority personnel shall be informed of this (and the implications) prior to the work being undertaken.

**4.2 Emergency lighting maintenance services**

All emergency lighting services must be carried out in accordance with The Emergency Lighting Standard, most notably:

- I.S.3217:2023 Emergency Lighting

The principal emergency lighting devices to be maintained include but it is not limited to:

- Emergency exit lights / Escape route lighting
- Emergency luminaires / Open area illumination
- Self-contained emergency lights
- Central Test Units with Central Battery Source
- Ballasts, Capacitors, Ignitors
- Emergency Lighting Batteries
- All Internal Luminaire wiring
- Intelligent/Addressable/Wireless systems
- Other ancillary devices related to Emergency Lighting systems

#### **Planned preventative maintenance and servicing of Emergency Lighting systems:**

Quarterly Maintenance, servicing, testing and reporting for planned preventative maintenance services shall be carried out in compliance with the requirements set out in I.S.3217:2023 "Emergency Lighting" ('The Emergency Lighting Standard') including all updates and revisions thereof. Attention should be paid to sections 16 and 14 of The Emergency Lighting Standard (available to purchase from the NSAI).

Emergency lighting systems shall include full annual rated-duration (minimum 3-hour) discharge testing, with results recorded, certified and defects reported in accordance with I.S. 3217:2023.

Tenderers are expected to fully understand The Emergency Lighting Standard and be able to carry out any work, including planned preventative maintenance, reactive maintenance, servicing, testing, reporting and certifying in accordance with The Emergency Lighting Standard

#### **Reactive maintenance, repairs and modifications of Emergency Lighting systems:**

All work carried out during reactive maintenance, repairs and modifications must be fully compliant with The Emergency Lighting Standard. Work carried out under this paragraph may involve Controlled Electrical Works.

#### **4.3 Electronic security maintenance services:**

The Private Security Authority (PSA) is the statutory body responsible for the licensing and regulation of the private security industry in Ireland. Under the Private Security Services Acts, it is compulsory for private security contractors providing CCTV and Intruder Alarm maintenance services to hold a current PSA license for the relevant system.

Electronic Security Contractors must hold a PSA License and accreditation by a Third-Party Certification Body in order to be eligible to provide Electronic Security maintenance and any ancillary services under this contract.

Adherence to all legislation and standards set out in this Appendix 1 is also required, most notably for:

- PSA Act 2004 and PSA (Amendment) Act 2021

- PSA 74: 2019: Auditing Guidelines
- PSA 19 - CCTV, Access Control and Intruder Alarm Systems

Intruder Alarm Systems (IAS): Audits of IAS are carried out against the requirements of:

- I.S. EN 50131 series of standards & Guidelines
- I.S. EN 50131-1:2006 (Alarm Systems-Intrusion and Hold-Up Systems-Part 1)
- I.S. EN 50131-1 together with I.S. EN 50131-7
- SR CLC/TS 50131-7:2010 (Alarm Systems-Intrusion Systems Part 7).

#### **Closed Circuit Television (CCTV) Systems:**

- I.S. EN 62676 series of standards
- PSA 2006\_12 Requirements for CCTV Installation
- PSA 20 - Data Protection & CCTV
- PSA 22A – CCTV
- PSA 74: 2019
- Technical Specification for Community Based CCTV Systems

#### **Access Control:**

- PSA 21 - Access Control
- PSA 67: 2021 – Access Control

#### **Devices to be maintained:**

The principal Electronic Security devices to be maintained includes but it is not limited to:

- Intruder alarm
- Indoor and Outdoor Security/CCTV Camera systems
- Access control
- Gate automation

Where gate automation systems are included within the Electronic Security Asset Register, maintenance shall be limited to associated access control and safety interfaces. Mechanical gate servicing and structural repairs are excluded unless otherwise agreed in writing.

#### **Planned preventative maintenance and servicing of Electronic Security systems:**

- Tenderers shall carry out PPM servicing twice per year i.e. testing, reporting and certification in accordance with the relevant standard and accreditation body. Compliance with the requirements set out in Private Security Authority (PSA) Standards 12, 19 and 74 and the I.S. EN 50131 and I.S. EN 62676 series of standards, including all updates and revisions thereof is mandatory, in addition to legislation and standards set out in this Appendix 1.
- Regarding Intruder Alarms, the Contractor shall carry out an operational check of all detection devices and confirm correct operation of all sensors and contacts, to ensure there is no evidence

of tampering or damage, and check the physical conditions e.g. audible warnings and remote signalling etc.

- Regarding CCTV, the Contractor must ensure that all recording devices are operational, cameras are set to the Contracting Authority required recording settings, camera signals are recorded and playback images are of sufficient quality.
- Recordings shall only be used for the purpose intended, shall be saved in duplicate as required (e.g. on Cloud, Server, USB etc. in MP4 file format) and regularly checked to ensure recordings from times and dates are present. It is the Contractors responsibility to ensure that any such recordings are not erased without the consent of the Contracting Authority and are only accessible to authorised personnel.
- Tenderer shall maintain and make available the full log of all maintenance activity and liaise with Operations Manager and/or Maintenance Manager within each Region.

Where obvious defects are identified during scheduled maintenance or reactive callouts, including emergency lighting repairs or replacements, the Contractor will notify the Client and, where within agreed approval thresholds, undertake the necessary remedial works. Regional approval thresholds and escalation procedures will be confirmed with each region at contract mobilisation.

#### **Reactive maintenance, repairs and modifications to Electronic Security systems:**

All work carried out during reactive maintenance, repairs and modifications must be fully compliant with all relevant Electronic Security standards.

Work carried out under this paragraph may involve Controlled Electrical Works (both during and outside of normal working hours). In addition to PPM and Reactive maintenance, Contractors may be required to provide other "Statutory Maintenance" services which relate to the systems or components, to ensure that the Contracting Authority's Statutory obligations are met, and their own PSA responsibilities are complied with.

#### **4.4 General requirements for maintenance services:**

- The Contractors' maintenance technicians must be competent, i.e. shall possess sufficient training, knowledge and practical experience to deal with all maintenance services. Experience in healthcare environments and HIQA requirements is preferred.
- The Contractor shall maintain in electronic format detailed records of scheduled and completed PPM, maintenance certificates and service reports and make them available to Operations Manager and Maintenance Manager within each Region.
- Service reports and certificates shall be provided in electronic format:
  - PPM Reports & Certificates: within 10 working days of service completion
  - Emergency / Reactive Reports: within 5 working days
  - Critical Defect Notifications: immediately on discovery
- The competent maintenance technician must fully complete the Logbook and make it available/accessible on site, after each planned and reactive maintenance visit.
- Contractors shall be responsible for the optimal performance of systems with minimal false alarms. The Contractor shall investigate and report on each equipment false alarm event as requested to provide correct information and reduce the risk of false alarms that may interfere with the Contracting Authority daily activities.
- False alarms resulting from equipment failure, poor maintenance, or configuration errors shall be the responsibility of the Contractor. False alarms resulting from user error, misuse, or third-party

interference shall be excluded, provided the system is demonstrably compliant and correctly configured.

- The Contracting Authority's assigned staff must be notified of any system test that may result in the sounder being operated, to provide appropriate notification to employees.
- Spare parts to be used in any Fire Alarm, Emergency Lighting OR Electronic Security maintenance Services Contract shall be in accordance with the original manufacturer's recommendations and in compliance with applicable standards / code of practice. Where applicable, spare parts shall be CE ("Conformité Européenne") marked.
- The Contractor must ensure all technical resources are adequately equipped with all necessary tools and equipment to competently carry out maintenance services. Where requested by the Contracting Authority, the Contractor shall provide calibration certificates for all test equipment.
- Where any non-conformance, faults, failures, system defects or deficiencies are identified at any maintenance visit that may impact upon a system's Fire Safety and/or Security Certificate, the Contractor must formally report to the Contracting Authority including:
  - Full description of non-conformance, fault, failure, system defects or deficiency identified.
  - Details to be completed in logbook and highlighted to the person responsible.
  - Details of any remedial actions that must be undertaken by the Contracting Authority.
- The Contractor is responsible for the removal and safe disposal of all waste material generated on site, including redundant parts, packaging materials and consumables. Waste disposal shall be carried out in accordance with waste disposal regulations. The cost of safe and responsible disposal of these items will be deemed included in the replacement cost of the item.

#### 4.5 Call-Out Service:

Call-out services must be provided for equipment faults and/or critical faults which have a safety impact. The Contractor must be able to respond to reactive call-out services during and outside of normal working hours as required the Contracting Authority. Normal Working Hours are defined as Monday to Friday from 8am to 5pm, while Outside of Normal Working Hours are between 5pm and 8am Monday to Friday, and all of weekends and bank/public holidays.

The specified response times in the below table must be achieved on a 24 hour per day basis 365 days per annum or 366 in any leap year, both during and outside of normal working hours:

- **Response time** i.e. time from fault notification by the Contracting Authority to physical attendance on site by a competent technician.

| Fault Category                                                                         | SLA Requirement                                  |
|----------------------------------------------------------------------------------------|--------------------------------------------------|
| Emergency fault (system down, fire/intruder alarm non-functional, major security risk) | Response (attendance) within <b>1 hour, 24/7</b> |
| High-priority fault (partial system failure, reduced coverage)                         | Response within <b>4 hours</b>                   |
| Routine / non-critical fault                                                           | Response within <b>1 business day</b>            |
| Missed scheduled maintenance visit                                                     | Attendance within <b>2 business days</b>         |

- **Resolution time** i.e. time from site attendance to restoration of the system to safe and operational status, or implementation of an agreed temporary remedy.

| Fault Category          | Resolution SLA                                                                               |
|-------------------------|----------------------------------------------------------------------------------------------|
| Emergency fault         | System stabilised or safe workaround implemented <b>within 4 hours of attendance</b>         |
| High-priority fault     | Resolution within <b>1 business day</b>                                                      |
| Routine fault           | Resolution within <b>5 business days</b>                                                     |
| Parts-dependent repairs | Temporary mitigation on visit; final repair within <b>manufacturer lead time</b> , evidenced |

#### 5. Bespoke services and/or new installations

The contractor may be required to provide bespoke services including installation of new equipment or replacement of old equipment on request from the Contracting Authority over the duration of any services contract awarded. The contractor shall charge and invoice for any such 'Bespoke' services and/or equipment at the hourly rates and Net Book Open Costs (i.e. verifiable third-party invoices plus agreed labour rates and material markup) as tendered. Invoices must include sufficient detail to allow staff to accurately cross-check charges against the tendered rates. Bespoke works must include all the relevant and legislative requirements as updated drawings, commissioning certificates and fire safety documentation.

Please note although there is no cap on the value of bespoke services to be withdrawn as part of the future contract, the Contracting Authority reserves the right to seek quotes and services from the open market in line with public procurement requirements for any bespoke requirement above €5,000 (excl. VAT) to ensure value for money.

The Contracting Authority reserves the right to audit all bespoke service costs as part of contract reviews.

#### 6. Legislative and Regulatory requirements

The Contractor shall comply with National and European legislation, regulations, requirements and byelaws. Any references to any statute or statutory provision shall be deemed to include any statute or statutory provision which amends, extends, consolidates, re-enacts or replaces same (whether before or after the date of the Framework Agreement) and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute, including but not limited to those listed below:

##### Governing Legislation:

- Safety, Health & Welfare at Work Act (No. 10 of 2005)
- Safety, Health and Welfare at Work (General Application) Regulations (S.I. No. 299 of 2007)
- Safety, Health and Welfare at Work (Construction) Regulations (S.I. No. 291 of 2013)
- Building Control Act 1990 (No. 3 of 1990 as amended 2007)
- Building Regulations and Technical Guidance Documents:
- Building Regulations (Amendment) Regulations 2006 (S.I. No. 115 of 2006)

- TGD Part B: Fire Safety
- Building Regulations (Part D Amendment) Regulations 2013 (S.I. No. 224 of 2013)
- TGD Part D: Materials and Workmanship
- TGD Part L 2017: Conservation of Fuel and Energy for Buildings other than Dwellings
- Low Voltage Directive 2014/35/EU (health and safety risks on electrical equipment)
- Fire Services Act (No. 30 of 1981 & amended 2003)
- Electricity Regulation Act 1999 (No. 23 of 1999, as amended) (Controlled Electrical Works)
- Private Security Services Act 2004 (No. 12 of 2004) (as amended by Part 4 of the Civil Law (Miscellaneous Provisions) Act 2011 and by the Private Security Services (Amendment) Act 2021.
- REGULATION (EC) No 765/2008: CHAPTER IV, Article 30: General principles of the CE marking
- CE Marking Directive 93/68/EEC
- Waste Management Act 1996 (No. 10 of 1996) & Amendment Act (No. 36 of 2001)
- Protection of the Environment Act 2003 (No. 27 of 2003)
- Directive 2012/19/EU on Waste Electrical and Electronic Equipment (WEEE)
- 2014/55/EU: European Directive on electronic invoicing in public procurement
- Industrial Training Act (No. 5 of 1967 as amended)
- Data Protection Act (No. 7 of 2018) & General Data Protection Regulation (EU) 2016/679
- All other legislation not listed above which specifically applies to the security systems monitoring and maintenance of Fire Alarm, Emergency Lighting and Electronic Security services.

In the event of any conflict between this Specification, relevant legislation, applicable Irish Standards or accreditation requirements, the more stringent requirement shall apply unless otherwise agreed in writing by the Contracting Authority.

## **7. Safety on occupied sites**

As the Contracting Authority delivers services to people with intellectual and mental disability. The successful tenderer must be able to work on occupied sites safely and be able to communicate with people on site to minimise any risk to people or property. Each contractor must be fully Garda Vetted prior to being allowed on site.

As our service users are vulnerable individuals, it is important that the contractor acts in a professional and friendly manner whilst on site. This includes:

- Having a photographic ID card on display and present this if requested.
- Signing in and out of each site.
- Being aware of emergency procedures on site.
- Communicating clearly and professionally with all people on site.
- Always ensure that tools are in the possession of the contractor's employee.
- Be familiar with the workings of the site and ensure that all risks to people and property are minimised.

## **Health & Safety Policy and Safety Statement**

The Contractor must have a current and valid safety statement and safety policy prepared in accordance with the Safety, Health & Welfare at Work Act 2005 (as amended). Tenderers will be required to provide a copy of their current Safety Statement.

### **Risk Assessments / Method Statements**

The Contractor may be required to complete new or update existing risk assessment(s) in accordance with the relevant Safety, Health and Welfare at Work Regulations. People undertaking a risk assessment and who devise and implement preventive measures shall have the relevant skills, knowledge, training, qualifications and resources to carry out their tasks competently, effectively and safely. If the relevant expertise is not available within an organisation it should be sourced externally.

## **8. Contract Management**

### **8.1 Contract Manager**

The Contractor shall provide a dedicated contract manager ("Contract Manager") to oversee the effective and efficient operation of day-to-day activities under any Services Contract awarded, prepare any reports as required, resolve disputes & complaints and liaise with the Contracting Authority. The Contract Manager shall develop a good understanding of the composition of the organisation and must:

- Be responsible for the day-to-day management of the Services Contract.
- Be contactable and available for regular update meetings (face to face or remote/online).
- Address any issues that may arise in a timely manner, particularly in relation to the prompt investigation and resolution of complaints.
- Be the point of contact to agree and review 'Service levels' (SLA's) and 'Key Performance Indicators' (KPI's). Please refer to Schedule D of Appendix 5.
- Responsible for monitoring assigned staff performance and training requirements.
- Responsible for monitoring subcontractor performance if applicable.
- Provide strategic recommendations as necessary.
- Ensure effective communication and efficient servicing, providing direction where necessary on technical queries.
- Record data relating to incidents and present this in a monthly report for the Contracting Authority's contract managers. This data includes number, type and frequency of incidents, response times and information on referrals to agencies. Report to be available on a spreadsheet format.

Contact details of a deputy Contract Manager should also be provided if the primary Contract Manager is unavailable. The Contract Manager may be required to attend contract review meetings to discuss operational and performance aspects of the Services Contract.

Repeated failure to meet SLAs, certification requirements, or statutory obligations may result in service credits, corrective action plans, or termination in accordance with the Services Contract.

### **8.2 Scheduling of planned maintenance and communication with Contracting Authority staff**

The Contractor shall be required to coordinate in advance with the designated personnel in each region to agree a schedule for planned maintenance activities. This schedule shall clearly set out the proposed dates and times for all maintenance visits.

Given the nature of the Contracting Authority's services, timely and effective communication is critical to ensure that staff are informed in advance of any site attendance.

Tenderers must demonstrate how they will manage the planning, scheduling, and communication process to ensure minimal disruption to operations and the successful delivery of services.

The Contractor's competent person(s) must report to the person responsible or department on arrival at each site before commencing any work including completion of sign in/sign out procedures on site. The Contractor's competent person(s) shall also report on all works and any recommendations to the responsible person on completion of the maintenance visit.

The Contractor shall keep an auditable record of all PPM and reactive maintenance visits and shall provide the assigned personnel with a mutually agreed notice period for any amendments to the PPM maintenance schedule, which shall be at least five (5) working days.

The Contractor's competent person(s) must report to the person responsible or department on arrival at each site before commencing any work. The Contractor's competent person(s) shall also report on all works and any recommendations to the responsible person on completion of the maintenance visit.

The Contractor shall be required to become familiar with and consider any specific measures in place in any particular location(s) in order to carry out and complete the planned preventative maintenance schedule(s) over an annual maintenance cycle e.g. site restrictions (specific entry times), minimise disruptions etc.

The Contractor may be required to display their contact details for Technical Support and Call-Out Services in a prominent location adjacent to system control panels in certain buildings. The Contractor shall treat as confidential all information obtained during attendance on site, including but not limited to information regarding access control, security arrangements, specialist rooms and/or floor plans.

All service visits and/or evidenced attempts to gain access must be logged and recorded. In the event that any building (or part thereof) cannot be accessed over the annual service period, the Contractor shall make this known to the assigned personnel and make arrangements for another scheduled visit.

### **8.3 Mobilisation**

Following contract award, the Contractor shall develop and submit a comprehensive Mobilisation Plan for approval by the Contracting Authority. The Mobilisation Plan shall set out all activities required to achieve full-service commencement, including detailed timelines, key milestones, resource requirements, communication arrangements, risk management measures, and the allocation of roles and responsibilities for all personnel and subcontractors involved in service delivery.

The Contractor shall work closely with the Contracting Authority and, where required, the incumbent service provider to ensure an orderly and seamless transition of services. The mobilisation period shall be managed to minimise operational risk and ensure continuity of service, with no interruption, degradation, or gaps in service provision during the transition from the outgoing provider to the Contractor.

The incumbent provider will release all master codes and the relevant URNs will be provided through the existing Control Room arrangements. The Contractor shall be responsible for ensuring all monitoring records, site data, keyholder information, escalation procedures and associated alarm configurations are accurately transferred and validated prior to commencement of services.

Tenderers should note that the transition and commencement arrangements may vary across regions and individual locations/sites. Planned Preventative Maintenance (PPM) services shall commence at each site only upon expiry of the existing contractual arrangements applicable to that site.

The commencement date for services may therefore differ between locations, and service implementation may be undertaken on a phased basis. Where a phased transition is required, payment for services during the first contract year shall be adjusted on a pro-rata basis to reflect the actual service commencement date at each location.

All mobilisation, migration, commissioning, training, communicator replacement and associated transition costs shall be deemed included within the Contractor's tendered rates. No separate mobilisation or implementation charges shall be payable following contract award. Tenderers shall clearly identify any upfront investment assumptions included within their pricing. In the event that the Contracting Authority terminates the contract for convenience during the initial contract term, any demonstrable unrecovered upfront investment may be considered for reimbursement on a fair and reasonable pro-rata basis, subject to the terms and conditions of the contract.

#### **8.4 Transition and exit plan**

The Contractor shall, at the expiry of the Services Contract period (including any agreed extensions thereof) or upon termination of the Services Contract, be required to provide a smooth and co-ordinated transfer of services with any incoming Service Provider(s) up to and including the final day of service provision.

The Contractor shall ensure that all transitional arrangements, including the transfer of information to the Contracting Authority (and incoming contractor), shall be provided within any agreed timescales. This includes at a minimum the transfer of intellectual property such as Master and Alarm Codes, URNs, Asset Register specifics or any other information deemed necessary by the Contracting Authority. There shall be no cost to the Contracting Authority for costs associated with expiry or early termination of a Services Contract.

#### **8.5 Asset Register Information and updates**

As part of routine maintenance servicing, and on completion of the first service period, the Asset Register shall be validated and formally issued, highlighting any variances from the original report presented. Any further modifications to the Asset Register, during the remaining term of the Contract, must be updated and submitted to the Contracting Authority following each annual maintenance period.

The Contractor shall have a robust reporting system and shall be required, during the lifetime of the Service Contract, to furnish Contracting Authority with reports, certification and annual asset register information at no extra charge to the Contracting Authority.

#### **8.6 Invoicing and payment terms**

The contractor must also be able to generate electronic invoices with a clear and itemised description including as a minimum: the service and material provided, date & time, name of the assigned staff and name of the requestor.

Each of the five regions part of this tender must be invoiced separately and separate accounts must be created for each of them. If required by the region, consolidated invoices must be facilitated.

Invoices must be issued within 30 days of the completion of the required maintenance/service to facilitate invoice review and approval by the Contracting Authority assigned personnel. The successful Tenderer will be required to demonstrate systems in place to comply with this timeline.

SJoG CS payment terms are 30 days after the month of delivery. Tenderer to inform acceptance of the payment terms.

#### **8.7 Continuity of supply/Contingency planning**

The Contractor shall provide continuity of service delivery regarding the Key Personnel associated with planned and unplanned Maintenance Services.

The Contractor shall be required to provide continuity of supply for the duration of any Services Contract awarded and shall carry or have access to sufficient stocks of assets and common component parts to service any contract awarded.

Contractors shall put in place contingency plans which document their operating procedures in the event of any unforeseen circumstances or emergency situation, such as:

- Interrupted supply due to transportation or logistical delays
- Unavailable or inaccessible supply of assets/parts etc. (temporary or permanent)
- Contracting Authority disaster or site accessibility issues due to unforeseen circumstances e.g. a pandemic.
- Disaster Recovery Plan for occurrences at the Contractors' own premises or affected personnel.

#### **8.8 Complaints and Corrective Action**

The Contractor must demonstrate formal procedures in place for resolving concerns, disputes, escalations and complaints, and ensure that any such issues are dealt with as a matter of priority. These procedures shall include a clear communication process and a system for reporting root cause.

Complaints must be acknowledged by the Contractor within an appropriate timeframe of the complaint being received. The investigation, escalation, corrective and preventative actions of any complaint(s) received shall be documented by the Contractor, in addition to its resolution. The Contractor shall keep the Contracting Authority informed of any corrective actions and ensure that the reason for any complaint does not re-occur.

### **9. Social value and environmental considerations**

Tenderers will be required to demonstrate the Tenderer's overall proposed approach to support and implement environmental and social considerations into their practices at a national or local community level in the delivery of services of this tender. Such measures may include but are not limited to, for example:

- the practical steps that the Tenderer will take to deliver the Client Contract in an environmentally sustainable manner, including sustainability awareness training for personnel involved in contract fulfilment.
- prevention or minimisation of waste.
- use of recycled products and recycling facilities.
- energy conservation in buildings and use of equipment.
- minimising storage requirements and use of paperless office solutions.
- ecology initiatives.
- Local employment and/or community engagement
- gender pay equality, diversity and inclusion in the workplace initiatives.

- paid employment opportunities for those who face barriers to employment due to, for example, socio-economic, educational or disability factors.
- work experience placements for those who face barriers to employment due to, for example, socio-economic, educational or disability factors.
- training/support and guidance in place for work experience placement participants, including progression support.
- support related to skills and educational development designed to encourage people to enter or re-enter employment and training.

#### 10. Cost

Please refer to item 3.3.2.2 of the RFT.

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## ***Appendix 2: Pricing Schedule***

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The following documents have been uploaded as part of the Appendix 2: Pricing Schedule:

- Appendix 2A\_Security monitoring & maintenance\_Kerry
- Appendix 2\_Pricing schedule FireAL&EmergLight\_Kerry

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## ***Appendix 3: Tenderers' Statement***

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

### **TENDERERS' STATEMENT**

TO: [Insert name of Contracting Authority] (the "Contracting Authority")

RE: Request for Tenders for the provision of Security monitoring services (excluding static guard) and Fire Alarm, Emergency Lighting and Electronic Security Systems maintenance for Saint John of God Community Services clg - Kerry

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (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 or any subsequent amendments to same).

**SIGNED**

**Company**

**(Authorised Signatory)**

**Print name**

**Address**

**Date**

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## ***Appendix 4: Declaration as to Personal Circumstances of Tenderer***

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Re: Request for Tenders for the Provision of Security monitoring services (excluding static guard) and Fire Alarm, Emergency Lighting and Electronic Security Systems maintenance for Saint John of God Community Services clg – Kerry.

**NAME:** [Click here and insert name]

**ADDRESS:** [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
  - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
  - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
  - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
  - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
  - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
  - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:

- a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
  - b. has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]:
- a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
  - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
  - c. is not guilty of grave professional misconduct.
  - d. has not entered into agreements with other economic operators aimed at distorting competition.
  - e. is not aware of any conflict of interest due to its participation in the Competition;
  - f. has not had any prior involvement in the preparation of the Competition;
  - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
  - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
  - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

\_\_\_\_\_  
Signature of Declarant

Declared before me by \_\_\_\_\_ who is personally known to me  
(or who is identified to me by \_\_\_\_\_ who is personally known to me)  
or\* at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(signed)  
Practising Solicitor/Commissioner for Oaths

*\*Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)*

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## ***Appendix 5: Services Contract***

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[Insert name of Contracting Authority]

and

[Insert successful Tenderer's full legal name]

### **AGREEMENT**

Relating to the provision of Services pursuant to

Request for Tenders for the provision of

Security monitoring services (excluding static guard) and Fire Alarm, Emergency Lighting and Electronic Security Systems maintenance for Saint John of God Community Services clg - Kerry

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

Saint John of God Community Services clg, of Hospitaller House, Stillorgan, Co. Dublin ("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 in the supplement to the Official Journal of the European Union, OJEU Notice Number [ ] of [ ] 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](http://www.etenders.gov.ie) between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

**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 12 months months with a maximum of 4 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 |
| <hr/>                                  | <hr/>                                      |
| (being a duly authorised officer)      |                                            |
| Witness                                | Witness                                    |
|                                        |                                            |

## Schedule A: Terms and Conditions

### 1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
  1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
  2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
  3. comply with all local security and health and safety arrangements as notified to it by the Client; and

4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) 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. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising

or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

- I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
  - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
  - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
  - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above; iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

## 2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

## 3. PAYMENT

A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties. B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance

the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

- 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

#### **4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

- A. The Contractor acknowledges, warrants, represents and undertakes that:
  - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
  - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
  - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
  - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
  - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
  - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
  - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations

under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;

8. it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
  9. 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.
- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

## 5. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 100 per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement regardless of the number of claims.

- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

€1,500 per month ("the Retention Amount") which Retention Amount shall not at any given time exceed €4,500 of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

- G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

- H. *"Not Used"*

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [insert amount] per week/day, or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of [insert amount] (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

- a. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and
- b. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor

## 6. INTELLECTUAL PROPERTY

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the

Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.

D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

## 7. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-

1. its professional advisers subject to the provisions of this clause 7; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or
3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation

to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently

released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

## 8. FORCE MAJEURE

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event; and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 14 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 calendar days written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 60 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. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

#### **21. ACCESS TO PREMISES**

- A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

## 22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
  - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
  - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

## 23. NON SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

## 24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change

requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

## 25. DATA PROTECTION AND SECURITY

A. In this Agreement the following terms shall have the meanings respectively ascribed to them: "Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);

ii. the data subject has enforceable rights and effective legal remedies;

iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. (IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

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

(OR IF USING A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE) the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a

written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

## **26. ADDITIONAL CONDITION(S)**

26.1 Prices may be increased or decreased only on the second 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 the percentage by which the Consumer Price Index has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary.

Applications for a Price Review must be submitted by the Contractor to the Client not later than three [3] months prior to the expiry of the Service Contract. The acceptance or rejection of the pricing shall be at the sole discretion of the Client. The decision of the Client in any Price Review shall be final and conclusive.

## Schedule B: Services: The Specification

[Insert when completing contract]

## Schedule C: Charges

[Insert when completing contract]

## Schedule D: Service Levels

### 1. Purpose

1.1 This Schedule defines the minimum service levels, performance standards, monitoring mechanisms, and remedies applicable to the Services.

1.2 The Contractor shall perform the Services in accordance with:

- All Requirements set out in Appendix 1;
- Applicable legislation and standards; and
- The service levels set out in this Schedule.

1.3 Failure to comply with this Schedule shall constitute a service failure and may trigger remedies, corrective action, or termination rights.

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### 2. Service Scope

Applies to:

- Security monitoring (alarms, CCTV, keyholding)
- Lone worker protection (if implemented)
- Fire alarm maintenance
- Emergency lighting maintenance
- Electronic security systems maintenance
- All **planned and reactive (call-out) services**

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### 3. Service Hours

- **24/7, 365 days operation required** for monitoring and emergency call-outs
- Call-out services must be available:
  - Normal hours: 08:00–18:00 (Mon–Fri)
  - Out-of-hours: all other times

---

### 4. Service Levels (KPIs)

#### 4.1 Call-Out Response Times (Attendance on Site)

| Fault Category                                 | SLA Requirement                         |
|------------------------------------------------|-----------------------------------------|
| Emergency (system down / critical safety risk) | <b>Within 1 hour (24/7)</b>             |
| High Priority (partial failure)                | <b>Within 4 hours</b>                   |
| Routine faults                                 | <b>Within 1 business day</b>            |
| Missed PPM visit                               | Re-attend within <b>2 business days</b> |

---

#### 4.2 Resolution Times

| Fault Category | SLA Requirement                                               |
|----------------|---------------------------------------------------------------|
| Emergency      | Stabilise or safe workaround <b>≤ 4 hours from attendance</b> |
| High Priority  | Resolve <b>within 1 business day</b>                          |
| Routine        | Resolve <b>within 5 business days</b>                         |

|                |                                                                  |
|----------------|------------------------------------------------------------------|
| Parts required | Temporary fix + full repair within <b>manufacturer lead time</b> |
|----------------|------------------------------------------------------------------|

#### 4.3 Monitoring & Alarm Response

- Alarm verification and escalation procedures must be in place
- Emergency attendance **within 1 hour** where required
- All incidents logged and reported monthly

#### 4.4 Reporting SLAs

| Report Type                | Timeline               |
|----------------------------|------------------------|
| Emergency/reactive reports | ≤ 5 working days       |
| PPM reports & certificates | ≤ 10 working days      |
| Critical defects           | Immediate notification |

#### 4.5 System Performance

- Systems must operate with **minimal false alarms**
- Contractor responsible for false alarms caused by:
  - Poor maintenance
  - Configuration errors

#### 4.6 Planned Maintenance

- The Contractor must meet with the Client's representative of each region to agree the planned maintenance for the year.
- The Contractor shall provide the Client's Representative with the monthly planned maintenance schedule no later than three (3) working days prior to the commencement of the relevant month.
- The Contractor shall notify the Client's Representative as soon as reasonably practicable, and in any event no later than one (1) working day prior to the scheduled visit, where it becomes aware that it is unable to attend a planned maintenance appointment.

#### 4.7 Compliance KPIs

- 100% compliance with:
  - I.S. 3218 (Fire alarms)
  - I.S. 3217 (Emergency lighting)
  - PSA and EN security standards
- All technicians are qualified to provide the services.

### 5. Service failure & Escalation

#### 5.1 Service Failure

A Service Failure occurs where the Contractor:

- Fails to meet any Response Time
- Fails to meet any Resolution Time
- Fails to provide required reports
- Fails to maintain system performance
- Breaches statutory or safety requirements

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## 5.2 Incident Escalation

1. The Contractor shall provide a robust escalation process. The Contract Manager shall be the main point of contact for escalations, and a process must be in place for further escalation if necessary.

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## 5.3 Breach/Non-compliance management

| Level   | Trigger                        | Action                                |
|---------|--------------------------------|---------------------------------------|
| Level 1 | 1–2 SLA breaches/month         | Informal warning                      |
| Level 2 | ≥3 breaches/month              | Corrective Action Plan (CAP) required |
| Level 3 | ≥2 consecutive months failure  | Formal performance notice             |
| Level 4 | Persistent failure (3+ months) | Contract termination right            |

---

## 5.4 Critical Non-Compliance

The following trigger **immediate escalation and potential termination risk**:

- Failure to respond to emergency call-out
- System left unsafe (fire/security risk)
- Non-certified or unqualified personnel
- Breach of statutory compliance

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## 5.5 Root Cause & Continuous Improvement

Contractor must:

- Investigate each SLA breach
- Provide **root cause analysis within 5 days**
- Implement corrective actions

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## 6. Performance Reporting

Reports must include:

- Number of call-outs by category
- Response and resolution times
- SLA compliance %
- Incident trends
- False alarm analysis

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## 7. Right to Withhold Payment Based on above KPIs and Remedies clause

The Contracting Authority may withhold payment in accordance with clause 5F where:

- Persistent non-compliance/breach exists
- SLA data is missing
- Reports not submitted

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## 8. Continuous Improvement / Review

- Regular supplier performance reviews including review of SLA
  - KPIs may be reviewed after year 1
  - Benchmarking against industry best practice
-

## Schedule E: Data Protection

*[complete when completing the contract]*

### Processing, Personal Data and Data Subjects

1. Processing by the Contractor
  - 1.1 Subject matter of processing
  - 1.2 Nature of processing
  - 1.3 Purpose of processing
  - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

## Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority], of [insert address] (hereinafter “the Contracting Authority”) of the one part; and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

### WHEREAS

A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods/Services described in Appendix 1 to the RFT (the “Goods” “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

**NOW IT IS HEREBY AGREED** in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement “Confidential Information” means:

2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audiorecorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and

codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

- i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
- ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws );

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential

Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the

Contractor so acknowledges and confirms.

8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.

9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.

10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the

courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

- (1) process that Personal Data only on the written instructions of the Contracting Authority;
- (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, 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 Contracting Authority 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 Contracting Authority with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Contracting Authority 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 Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority 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 Contracting Authority, 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 Contracting Authority 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 Contracting Authority from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority'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 Subcontractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

*(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)*

M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

*(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)*

The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the

Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

|                                                          |                                            |
|----------------------------------------------------------|--------------------------------------------|
| SIGNED for and on behalf of the Contracting Authority    | SIGNED for and on behalf of the Contractor |
| <div></div> <div>(being a duly authorised officer)</div> | <div></div>                                |
| Witness                                                  | Witness                                    |

## Schedule A to the Confidentiality Agreement: Data Protection

*[complete when completing the confidentiality agreement]*

### 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**