



**Request for Tender for the Supply and Delivery
of Portable Dynamometer systems & associated
Calibration and Maintenance Services to An Garda Síochána**

16th October 2026

T.088.2026

Tender Procedure: Open Procedure

**Tender Deadline: 20th November 2026 at 15:00 hrs. (Irish
Standard Time)**

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Part 1: Introduction

1.1 The Commissioner of An Garda Síochána (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of services as described in Appendix 1 to this RFT (the “Services”).

1.2 In summary, the Contracting Authority will set up multi-supplier Framework Agreements for the supply and delivery of Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána.

The scope of the required services will include the supply, delivery, commissioning, calibration, training, support, maintenance and recalibration of portable dynamometer systems for the examination of electric scooters, electrically assisted pedal cycles, e-mopeds, e-bikes and other micromobility vehicles. The technical specifications for the services are set out in Appendix 1.

1.3 The framework agreements will be divided into two (2) lots (each a “Lot”) as described below in Table 1. Each Lot will result in a separate framework agreement (each a “Framework Agreement”).

Table 1: Lot Description and estimated Lot & Contract Values

Lot Number	Lot Description	Estimated Lot Value	Estimated Initial Contract Value
1	Supply and Delivery of Small Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána	€1,200,000	€680,000
2	Supply and Delivery of Large Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána	€440,000	€220,000

Any successful Tenderer who enters into a Framework Agreement with the Contracting Authority in respect of any Lot is herein referred to as a “Framework Member”. The Contracting Authority will admit a minimum of three (3) Framework Members subject to receiving three compliant submissions. The Contracting Authority reserves the right to award a Framework with less than three (3) Framework Members in the event that less than three (3) compliant Tenders are received.

The Contracting Authority reserves the right not to enter into Framework Agreements for any particular Lot or Lots. Tenderers may submit Tenders for one or more Lots. There is no limit to the number of Framework Agreements that a Tenderer may be appointed to.

The estimated value of the Lots is for general guidance purposes only and does not represent any commitment by the Contracting Authority to either participate in or spend the estimated values described in Table 1 and by submitting a Tender, Tenderers so acknowledge and agree.

1.4 The Contracting Authority will also award initial Contracts for the supply and delivery of (i) 60 small portable dynamometer systems and associated calibration and maintenance services under Lot 1; and (ii) up to eight (8) large portable dynamometer systems and

associated calibration and maintenance services under Lot 2.

- 1.5 Any Framework Agreement(s) that may result from this tender competition will be for a term of three (3) years (the "Term").

The Contracting Authority reserves the right to extend the Framework Agreement(s) for a period of up to twelve (12) months with a maximum of one (1) such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

- 1.6 Any Contract(s) that may result from this tender competition will be for a term of three (3) years (the "Term").

The Contracting Authority reserves the right to extend the Framework Agreement for a period of up to twelve (12) months with a maximum of two (2) such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

- 1.7 The Contracting Authority estimates that the aggregate expenditure on the Services to be covered by the proposed Framework Agreements may amount to some **€4,500,000** (excluding VAT) over the Term including all possible extensions. This figure is an estimate only based on current and future expected usage. There is no guarantee of any particular volume or quantity of Services being awarded to any Framework Member by the Contracting Authority under a Framework Agreement.

- 1.8 For the purposes of this Request for Tender, the estimated value of the Contract is **€900,000** (excluding VAT). This amount represents the estimated value of the Services to be procured under the Contract and is distinct from the overall estimated value of the Framework Agreement(s).

- 1.9 **Appointment to the Framework in each Lot**

References in this RFT to "Framework Agreement" shall be deemed to refer, as the context so admits or requires, to each Framework Agreement entered into for a Framework Agreement Lot and to all of the Framework Agreements collectively.

Appointment to the Framework Agreement for each Lots will be determined on the basis of the most economically advantageous tenders (as assessed by applying the Award Criteria set out in section 3.3 of this RFT across all valid Tenders received).

The Contracting Authority will apply the Award Criteria (Section 3.3 of the RFT) to all of the Tenders submitted.

There will be a separate competition in respect of each of Lot (each a "Competition") resulting in the award of a Framework Agreement to multiple service providers for each Lot. There is no restriction on the number of Lots a Tenderer may tender for or be appointed to. Therefore, Tenderers can Tender for each and all lots without restriction.

The Contracting Authority reserves the right to not enter into a Framework Agreement or Contract for any particular Lot or Lots.

- 1.10 **Procedure for the Award of Goods and Services Contracts Under the Framework Agreement**

The award of the initial Goods and Services Contracts under this Framework Agreement shall be made on foot of the Tender competition to establish the Framework Agreements.

The first ranked Tenderer in each Lot will be offered the initial Goods and Services Contract for that Lot.

The award of subsequent Goods and Services Contracts under this Framework Agreement shall be made in accordance with the rules set out in clause 2.3 of this RFT and Section 5 of the Framework Agreement contained at Appendix 5 of this RFT. Any Goods and Services Contract awarded pursuant to the Framework Agreement(s) will be, subject to the terms and conditions set out in Appendix 6.

Contracts will be awarded by way of a combination of direct award based on the Framework Members ranking or on foot of further mini-competitions by way of a Supplementary Request for Tenders ("SRFT") for the provision of the relevant services prescribed under each Lot and as may be further specified in the relevant SRFT. Mini-Competitions shall be conducted in accordance with the terms of the Framework Agreement (as set out in Appendix 5).

- 1.11 The Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") 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 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 Contract 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. It is a matter for Tenderers to consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision for same in their tender, including their fee proposal, to manage such risks and contingencies.

- 2.1.2 The Contracting Authority/Framework Client 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 Framework Agreement and/or a Goods and Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Goods and Services Contract. No enforceable commitment of any kind will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

No enforceable commitment of any kind will exist unless and until a formal written Goods and 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 Framework Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or a Goods and Services Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that the Contracting Authority shall not be under any obligation to purchase any minimum value of Services under any Framework Agreement.

- 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 Commissioner 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.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:
- seeking written clarification from the Tenderer;
 - seeking further information from the Tenderer; or
 - waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure provided 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 section 3.2 below;

- (b) To follow the format of this RFT and respond to each element in the order as set out in this RFT and the Tender response document (the “TRD”);
 - (c) To submit all documentation which this RFT requires to be submitted with their Tender;
 - (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 or TRD in any way.
- 2.2.2 Without prejudice to the generality of paragraph 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 FRAMEWORK AGREEMENT AND GOODS AND SERVICES CONTRACT

- 2.3.1 The award of Goods and Services Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement (Appendix 5).
- 2.3.2 Tenderers should note the terms and conditions of the Goods and Services Contract set out at Appendix 6 to this RFT.
- 2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Goods and Services Contract at Appendix 6 to this RFT by signing the Tenderer’s Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the Goods and Goods and 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 TRD 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 resubmit. Tenderers may not amend the Tenderer’s Statement.

2.5 CONSORTIA AND PRIME / SUBFRAMEWORK MEMBERS

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 and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email 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 appointment to any Framework Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework

Agreement and any Goods and Services Contract (the “Prime Framework Member”), irrespective of whether or not tasks are to be performed by a sub-contractor or other consortium member (the “Sub-contractor”).

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the ‘electronic tenderbox’ available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery, etc.) will not be accepted. Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Submission 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 Submission Deadline.

- 2.6.2 Tenders must be received not later than **15:00 hrs. (Irish Standard Time) on the 20th of November 2026**, the Tender Submission 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 (and be fully searchable) using Microsoft Word or a PDF Reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.
- 2.6.6 Tenderers must not exceed the stated maximum word count limits specified within each Selection and Award, Criterion, in the Tender response document (for either Lot). Any additional words in excess of the maximum word count limits specified WILL NOT be considered for evaluation. Tenderers also must not insert additional items, hyperlinks or make any alterations to the formatting of the Tender response document (for either Lot). Any information submitted in this manner will be disregarded and will not be evaluated.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT and or the TRD must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **15:00 hrs. (Irish Standard Time) on Friday the 6th of November 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Submission Deadline, to update or amend the information contained in this document and/or to extend the Tender Submission Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, 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 sub-contractor 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.
- 2.9.2 The successful Tenderer must return the original signed confidentiality agreement, as set out in Appendix 7 (“Confidentiality Agreement”) to the Contracting Authority in accordance with paragraph 3.6 below. The Confidentiality Agreement must be in the form as set out at Appendix 7 and Tenderers may not amend the Confidentiality Agreement. In the event of a Good and Goods and Services Contract being awarded, the successful

Tenderer shall comply with the terms of the Confidentiality Agreement in respect of Confidential Information provided by the Framework Client as if references in the Confidentiality Agreement to the Client were references to the Framework Client. The successful Tenderer shall, if requested to do so by the Framework Client, execute a separate Confidentiality Agreement on the terms of the Confidentiality Agreement set out in Appendix 7 for the benefit of the Framework Client.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Workbook enclosed with the Contract Notice and comply with the instructions provided at Appendix 2.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to event management, staffing, overheads, cost of supplies and services, shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Good and Goods and 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 Good and Goods and Services Contract (Appendix 6).
- 2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Framework Agreement (as defined in the Framework Agreement) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the harmonized 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. The percentage increases/decreases may only be applied once they have been agreed with the Contracting Authority in writing.
- 2.10.7 Tenderers should note that any provision for price increases over the life on an individual Contract awarded under the Framework Agreements will be addressed in the request for a direct drawdown or in the supplementary tender documents issued to Framework Members to call off services under the Framework Agreements.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Goods and Services Contract awarded, the successful Tenderers and their Sub-contractors (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 Framework Agreement, Mini Competition or Goods and 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 Sub-contractor 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 Sub-contractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Sub-contractor. 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. 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 and/ or Goods and 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 Framework Agreement or Goods and Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such Framework Agreement or Goods and Goods and Services Contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Framework Agreement or Goods and 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, Sub-contractor or individual employee(s) or agent(s) of a Tenderer or Sub-contractor(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 terminating any Framework Agreement or Goods and Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 Not Used

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Framework Agreement at the following policies of insurance:

Type of Insurance	Indemnity Limit for any one claim or series of claims
Employer's Liability	€13 million Any One Claim and unlimited in the period of insurance.
Public Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence per period of Insurance
Product Liability	€6.5 million Any one Claim and In the Aggregate in Any One period of Insurance.
Motor Insurance (Third Party Commercial Motor Vehicle Liability)	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Motor Insurance – Bodily Injury	Unlimited Indemnity

The Employers Liability, Public Liability and Product Liability policies of insurance should include an indemnity to principals' clause and these document/s should be made available to the Contracting Authority upon request prior to the award of (and shall be a condition of) any Services Contract. This can be confirmed either by the broker/insurer or can be included in the policy in writing.

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 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.

2.22 SAMPLES

- 2.22.1 Tenderers are required to submit samples of each device proposed under each Lot. The samples must be delivered to An Garda Síochána, Phoenix Park, Dublin 8 before the Tender submission date as set out in paragraph 2.6.2 above.
- 3.22.1 Tenderers must, when submitting any sample(s), furnish such documentation and manuals (if any) relating to (but not being limited to) the:
- (a) operation;
 - (b) certification;
 - (c) quality control;
 - (d) installation;
 - (e) care;
 - (f) maintenance;
 - (g) repair;
 - (h) testing;
 - (i) training;
 - (j) safety;
 - (k) storage; and
 - (l) disposal of the sample
- 2.22.2 The Tenderer must in its Tender, provide a clear and complete list of all documentation and manuals applicable to any sample, or alternatively, where no such documentation or manuals exist, the Tenderer must provide a statement to that effect. All documentation and manuals submitted (where requested) must be in the English language only.
- 2.22.3 The Tenderer will be responsible for the insurance and transportation of samples used in presentations, demonstrations or field trials.

2.23 VETTING /SECURITY CLEARANCE

As a prerequisite for involvement with any Garda Síochána contract, advance identification of personnel will be required together with personal details. The successful Tenderer and all personnel plus sub-contractors working on the contract will be required to complete a Vetting Invitation Form (NVB 1a) (this form will be made available to the successful Tenderer on identification of personnel

that will be servicing the contract) for vetting before a contract is signed.

- (a) This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.
- (b) The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the Goods/Service.
- (c) The Commissioner reserves the right to refuse entry by any person, in the employment of the Contractor (or Sub-contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of Goods. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

Part 3: Selection and Award Criteria and Evaluation Methodology

3.1 COMPLIANT TENDERS

3.1.1. 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
 - (j) 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 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, Sub-contractors) 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 Framework Member) intends to subcontract any share of any Contract to a Sub-contractor, but is not relying on the capacity of such Sub-contractors for the purposes of fulfilling any of the Selection Criteria in part below, it must ensure that each such Sub-contractor submits a separate eESPD in respect of such Sub-contractor 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 Framework Member and any Sub-contractor).

- (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) all or any of the supporting documents specified at paragraph 3.2 below
- (iv) information concerning the Tenderer, and any proposed sub-contractor, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives 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 Sub-contractor on whose capacity the Prime Framework Member 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 Sub-contractor, or the reliability of any Sub-contractor despite the existence of a relevant Exclusion Ground and (iii) that any sub-contractor, supplier, or other entity on whose capacity the prime Framework Member relies 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 unless it replaces the entity concerned with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA (PASS/FAIL)

- 3.2.1. Tenderers will either pass or fail each of the Selection Criteria. A Tenderer who fails a selection criterion will be excluded from participating in the Competition.

Tenderers are not required to submit evidentiary and supporting documents with their TRD unless otherwise indicated.

Tenderers must provide the supporting documentation specified 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.

3.2.2 Economic and Financial Standing

Tenderers must declare in the TRD that they satisfy the following financial and economic standing requirement(s) as follows:

Tenderers had a minimum average annual turnover over the past three financial years for each Lot tendered as set out below.

Lot Number	Lot Description	Minimum Turnover Required
1	Supply and Delivery of Small Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána	€600,000
2	Supply and Delivery of Large Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána	€220,000

Tenderers must also declare that they are able, upon request and without delay, to produce audited accounts as evidence of this in advance of entering into the Framework Agreement and/or a Goods and Goods and Services Contract.

Tenderers must also declare in the TRD:

- The business is in good economic and financial standing as of the date of the tender submission.
- The business has a strong and stable financial position.
- The business has maintained a positive credit rating and has a good relationship with its banking institutions.
- The business has no pending litigations or significant liabilities that could adversely affect its financial standing and ability to complete the obligations outlined in this Tender.

- The business does not have unresolved debt with any public sector body.
- The business is compliant with all applicable financial regulations and standards.

The Contracting Authority reserves the right to carry out an independent financial check to check the veracity of these declarations.

3.2.A ii) Second Minimum Turnover Requirement

Any Tenderer which is tendering for multiple Lots and which is successful in applying for multiple Lots will also need to demonstrate its ability to meet a cumulative financial turnover requirement Corresponding to the combined values of the specific Lots they have successfully tendered for.

Tenderers which are successful on more than one Lot must also meet the following minimum requirement (which will be assessed after the Tenders have been evaluated against the Award Criteria and before Framework Agreements are awarded):

- **Demonstrate they meet 100% of the Value of the stated Annual Turnover Requirement for the Lot that the Tenderer have applied for;**

Plus

- **20% of the Value of the Annual Turnover Requirement for each of the other Lot they are applying for.**

For example, if a Tenderer applies for Lots 1 and 2 the Tenderer will need to demonstrate annual turnover of €632,000 as per the below calculation, in order to be awarded a Contract for Lots 1 and 2:

Table 4b: Second Minimum Turnover Requirement – Example Calculation

Lots Applying For	Minimum annual turnover required to be demonstrated
Lot 1	€600,000
Lot 2	€44,000
Cumulative financial turnover required to be demonstrated to be appointed to Lots 1 and 2	€644,000

If a Tenderer emerges as one of the successful Tenderers to be appointed to a Framework Agreement (by application of the Award Criteria set out in paragraph 3.3 of this RFT) but does not meet the Second Minimum Turnover Requirement specified above (e.g. a Tenderer is successful in two Lots, but has only demonstrated financial capacity to deliver one Lot), the Tenderer will be invited to choose which Framework Agreement Lot (for which the First and Second Minimum Turnover requirements are satisfied) they wish to be placed on. Any place on a Framework Agreement Lot not awarded to such a Tenderer will then be offered to the next ranked Tenderer(s) for that Lot (subject to the rules in this RFT).

Any Tenderer who is unable to make a declaration in respect of any Lot they are

applying for shall not be eligible for the award of a Framework Agreement for that Lot and shall be eliminated from the Competition for that Lot.

Reliance on Third Party Resources (Financial)

Tenderers may rely on the financial capacity of other entities for the purposes of meeting any or all of the financial and economic standing requirements stated above.

Tenderers should note that economic operators relying on the capacity of other entities must, when requested by Contracting Authority submit an undertaking in terms satisfactory to the Contracting Authority and duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

The Contracting Authority reserves the right to require any such third party to provide a guarantee and/or enter into some other form of direct agreement with the Contracting Authority to secure the availability of those resources for the Contracting Authority in the event that the Tenderer is unable to meet its financial commitments to the Contracting Authority. In this event, any such guarantee or agreement will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Contract.

Failure to provide an undertaking or guarantee or other form of direct agreement (where third party resources are being relied upon) will result in the Tenderer being eliminated from the Competition for the relevant Lot it is applying for and the remainder of its Tender submission for the Lot will not be assessed.

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.

3.2.3 Health and Safety

Tenderers must declare in the TRD that they comply with all relevant Health and Safety legislation and have a Health and Safety Statement in place. The Contracting Authority reserves the right to seek further information to verify compliance.

3.2.4 Professional Ability

Tenderers must submit evidence in the TRD that they have successfully delivered portable dynamometer systems & associated calibration and maintenance services of a comparable nature and scale by providing three (3) suitable references for contracts completed over the past three years.

The contracts referenced for consideration should provide comprehensive information such as the size and value of the equipment's supplied to enable the Contracting Authority to determine Tenderer's capacity and capability to deliver the services. Submissions should be supported, as appropriate, by relevant documentation and information, for example customer surveys, menus, and customer reviews etc. The Contracting Authority reserves the right to verify compliance by contacting the referees

named by Tenderers in the TRD.

Table 6: Contract Example

Contract	
Customer Organisation Name:	
Referee Name:	
Position:	
Contact Number:	
Email Address:	
Contract Start Date, Term and Completion date (if completed):	
Details including description and range of services provided	
Detail the relevance of this example contract to the requirements described in this RFT:	
Value of Contract Per annum (for information purposes only):	
Was any part of this contract sub-contracted? If so, please indicate and complete eESPD for each sub-contractor.	

3.2.B (ii) Contact Details – Applies to All Lots

Tenderers must provide the contact details of the relevant referees for each example contract submitted, including their name, job title, organisation, telephone number and email address, to enable the Contracting Authority to contact them directly to verify the information provided. Where available, references should be provided on the customer organisation's official letterhead and include the referee's contact details.

3.2.3 Demonstration of Equipment

Tenderers must demonstrate that the equipment meets the requirements stated in TRD. Any deviation from the responses provided in the TRD shall be considered a Fail.

3.3 AWARD CRITERIA FOR SELECTION AS A FRAMEWORK AGREEMENT MEMBER

3.3.1 Appointment to the Framework(s) will be awarded on the basis of the most economically advantageous tender(s) ("MEAT") as identified in accordance with the following criteria. Further guidance in relation to each award criteria will be provided in the TRD.

Award Criteria	Maximum Weighted Marks Available	Minimum Weighted Marks Required to Pass
Quality of the Technical Proposal	3000	1800
- LOT 1: Small Portable Dynamometer systems & associated Calibration and Maintenance Services - LOT 2: Large Portable Dynamometer systems & associated Calibration and Maintenance Services	3000	1800
Quality of the proposed Warranty and Support Model	2000	1200
Proposed Delivery Lead Time	1000	600
Environmental Management	1000	600
Cost – Fixed Price	3000	N/A
Total Marks (Quality and Cost)	10,000	4,800

3.3.2 Tenderers must score a minimum of 60% of the allocated marks in respect of each qualitative award criteria. Any Tender submission that fails to achieve a minimum qualifying score under these award criteria will be eliminated from the tender competition.

3.3.3 Word-count limits are set in the TRDs. Material in excess of these limits will not be evaluated. Graphics, diagrams, photography will not be considered in the assessment of the word-count limits. However, wordy / tabular exhibits will be included in the assessment of the word-count.

3.3.4 The following scoring methodology will be used to score the qualitative award criteria above.

Band	Weighting	Meaning
6	90 - 100%	Excellent response that demonstrates understanding of the requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
5	80 - 89%	A very good response that demonstrates understanding of the requirements and provides convincing assurance that the Tenderer will deliver to a very good or high standard.
4	70-79%	A good response that demonstrates understanding of the requirements and provides convincing assurance that the Tenderer will deliver to a good or high standard.
3	60 – 69%	A satisfactory response that demonstrates understanding of the requirements and provides assurance that the Tenderer will deliver to an

Band	Weighting	Meaning
		adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
2	31 – 59%	A response where reservations exist. Lacks full credibility/convincing detail, and does not provide confidence to the Contracting Authority that the required services will be successfully delivered.
1	1 – 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0	0%	A null response

3.3.5 Cost Score

Marks for quoted costs (in compliance with the Pricing Schedule - Appendix 2) will be evaluated using the following formula.

Cost Score = $\frac{\text{Lowest Tendered Pricing}}{\text{Tendered Pricing under evaluation}} \times \text{Maximum number of marks Available}$

3.3.6 Totaling of Marks

Once all tender submissions have been evaluated as set out above the marks for qualitative award criteria and cost will be added together to calculate a total score. Tenderers will be ranked based on the total scores (cost and qualitative) awarded. The six highest ranking tenderers in each Lot will be appointed to the Framework for that Lot.

3.3.7 Tie Break

In the event that two or more Tenders, deemed to be the lowest scoring qualifying Tender have achieved the same overall combined total score for Qualitative/Cost assessment and where only one remaining place remains to be filled on the Framework the following tie-break will be adopted.

The Tenderer who has been awarded the highest qualitative score (i.e. non-cost related score) will be deemed to be the MEAT.

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the Award Criteria in the descending order listed below until such time as a MEAT can be determined.

Order of Tie Break Evaluation Award Criteria:

Criterion

- 1 Capacity to meet the Technical Specifications
- 2 Proposed Approach Quality Assurance and Safety Management:

- 3 Quality of Resources Proposed
- 4 Environmental Management
- 5 Cost

3.3.8 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, the appointment to the Framework of the highest ranked Tenderers (as determined by paragraph 3.3.1 through 3.3.7) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Framework Member and any Sub-contractors, 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 included at Appendix 4 to this RFT 'Declaration as to the Personal Circumstances of Tenderer' duly made pursuant to the Statutory Declarations Act 1938; (ii) 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.
- (c) Tenderers should take note that where a Goods and Services Contract is awarded by way of a Call Off, the Contracting Authority will require the Framework Member to whom it has decided to award the Goods and Services Contract to supply up-to-date evidence as set out in paragraph **3.3.2(a)** above. Where a Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirement specified at paragraph 3.1(b) and (c) above, the Contracting Authority may proceed to offer the Goods and Services Contract to the next highest-ranked Tenderer.

3.4 DEMONSTRATION OF PROPOSALS

Tenderers may be required to make a demonstration of the proposals contained in their TRD. The Contracting Authority will not be responsible for the cost of such demonstration (in accordance with paragraph 2.8). Performance at demonstration will not be evaluated. Demonstration will be used to seek clarifications. Tenderers will not be allowed to add new material to their Tender submissions at a demonstration.

3.5 STANDSTILL PERIOD DEMONSTRATION OF PROPOSALS AND NOTIFICATION OF OUTCOME

- 3.5.1 No contract can or will be executed or take effect until at least fourteen 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 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 FRAMEWORK AGREEMENT(S)

- 3.6.1 The successful Tenderer(s) must sign and return the Framework Agreement(s) in duplicate, to the Contracting Authority no later than 7 calendar days from the date of notification of the results of this Competition unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to offer a Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

4. PUBLICITY/ BRANDING

The Contracting Authority does not permit branding on site. All publicity (including social media) related to this contract must have the written approval of the Contracting Authority prior to being publicly communicated.

5. COMPLAINTS/ SERVICE ISSUES

Framework Members must have a formal written procedure for dealing with complaints. This procedure should include a clear-path communication process, a system for reporting root cause, corrective and preventative actions, etc. The timelines involved must be (at a minimum) written acknowledgement of the incident to the Framework Client within a maximum of two working days. Investigation results and report (including resolution/corrective action) must be furnished to the Framework Client, within a maximum of ten working days from receipt of a complaint. In the event that the complaint is of a medical nature then the Contracting Authority will require a thorough investigation. The results of the Framework Member's investigation and resolution/corrective action must be forwarded to the Contracting Authority's Contract Manager in a written report. If laboratory analysis is required, the Framework Member shall undertake this at their own cost.

APPENDIX 1: REQUIREMENTS AND SPECIFICATIONS

1. Background

- (a) An Garda Síochána, Ireland's National Police Service, is responsible for the roads policing enforcement activity in Ireland. Frontline policing units as well as specialised Roads Policing units are deployed by An Garda Síochána in such enforcement activity.
- (b) The Garda National Roads Policing Bureau (GNRPB) based in Phoenix House, (Conyngham Road, Dublin 8, D08 T3CK), is responsible for strategy, policy and equipment relating to An Garda Síochána's Roads Policing activities.
- (c) This document applies to the supply, delivery, commissioning, calibration, training, support, maintenance and recalibration of portable dynamometer systems for the examination of electric scooters, electrically assisted pedal cycles, e-mopeds, e-bikes and other micromobility vehicles.
- (d) The equipment will be used by An Garda Síochána for:
 - i. Roadside enforcement operations.
 - ii. Examination of vehicles following seizure.
 - iii. Planned micromobility enforcement operations.
 - iv. Investigation of serious and fatal road traffic collisions.
- (e) An Garda Síochána are seeking two distinct models to be supplied by the successful Tenderer(s). The procurement is divided into the following Lots:
 - i. Lot 1 - Small Portable Micromobility Dynamometer System.
 - ii. Lot 2 - Large Portable Micromobility Dynamometer System.
- (f) References in this specification to legislation, standards, certifications, technical approvals or test methods shall be interpreted as including any amendment, replacement or successor measure applicable at the date of supply. Every reference to a standard or certification shall be read as including the words "or equivalent".
- (g) A proposed equivalent solution must provide an equivalent or higher level of performance, accuracy, safety, traceability and evidential reliability. The Tenderer shall provide sufficient technical evidence to demonstrate equivalence.

2. Legislative and Regulatory Context

- (a) The systems shall support the examination of vehicles against the applicable requirements of Irish road traffic legislation, including, where relevant:
 - i. Maximum capable speed.
 - ii. Maximum continuous rated power, where power-measurement capability is offered.
 - iii. Operation under solely electric propulsion.
 - iv. Weight unladen (including battery); and
 - v. Wheel and tyre dimensions.
- (b) The system shall support testing relevant to the Road Traffic (Electric Scooters) Regulations 2024, S.I. No. 199 of 2024, including the definitions of maximum design speed and weight unladen. Where power-measurement capability is offered, the system shall also support testing relevant to the definitions of

maximum continuous rated power, maximum net power and net power.

- (c) The system shall support testing of electrically assisted pedal cycles against the applicable statutory requirements, including:
- Where power-measurement capability is offered, maximum continuous rated power of 0.25 kw;
 - Cut-off of motor assistance before the vehicle reaches 25 km/h; and
 - Cessation of motor output when the rider's physical exertion stops.
- (d) The system shall support testing of pedal-assisted e-mopeds against the applicable statutory requirements, including:
- Where power-measurement capability is offered, maximum continuous rated power greater than 0.25 kw but not exceeding 1 kw;
 - Cessation of motor output when the rider's physical exertion stops; and
 - Cut-off of motor output before, or when, the vehicle reaches 25 km/h.
- (e) The system shall support the examination of electric scooters against the applicable statutory requirements, including:
- Maximum design speed of 20 km/h;
 - Where power-measurement capability is offered, maximum continuous rated power not exceeding 0.4 kw; and
 - Maximum weight unladen (including battery) of 25 kg.
- (f) The equipment shall not describe a short-duration, peak, electrical-input, wheel-power or roller-power measurement as "maximum continuous rated power". A result shall be represented as the statutory maximum continuous rated power only where the Tenderer demonstrates, through a validated method and uncertainty assessment, that the measurement and calculation correspond to the applicable statutory definition. In all other cases, the measurement location and quantity shall be stated expressly.
- (g) Principal statutory parameters to be supported (power parameters apply where power-measurement capability is offered):

Vehicle category	Speed parameter	Power parameter	Weight parameter
Electric scooter	Maximum design speed: 20 km/h	Maximum continuous rated power: 0.4 kW	Weight unladen (including battery): 25 kg
Electrically assisted pedal cycle	Assistance progressively reduced and cut off before 25 km/h	Maximum continuous rated power: 0.25 kW	As applicable to the vehicle category
Pedal-assisted e-moped	Motor output cuts off before, or when, the vehicle reaches 25 km/h	Maximum continuous rated power: greater than 0.25 kW and not exceeding 1 kW	As applicable to the vehicle category

3. General Product Compliance

- (a) All equipment shall be new, unused and of current production at the date of delivery.
- (b) The equipment shall comply with all applicable European Union and Irish product-safety, electrical-

safety, metrology, environmental and market-surveillance legislation in force when it is placed on the market and put into service.

(c) As applicable to the proposed solution, the Tenderer shall provide:

- i. CE marking.
- ii. EU Declaration of Conformity.
- iii. Details of all applicable harmonised standards.
- iv. Machinery safety conformity documentation.
- v. Electromagnetic compatibility conformity documentation.
- vi. Radio-equipment conformity documentation where wireless communications are provided.
- vii. Battery conformity documentation; and
- viii. Waste Electrical and Electronic Equipment compliance.

(d) All declarations, certificates, manuals and technical documentation shall be supplied in English.

4. Measurement Principles and Evidential Integrity

(a) The Tenderer shall provide a full description of:

- i. The measurement principles used.
- ii. Each directly measured quantity.
- iii. Each calculated or derived quantity.
- iv. The applicable formulae and correction factors.
- v. Measurement resolution.
- vi. Measurement error/uncertainty.
- vii. Repeatability.
- viii. Sampling frequency; and
- ix. Any assumptions used in producing the result.

(b) The system shall distinguish clearly between:

- i. Indicated vehicle speed.
- ii. Maximum speed recorded during the test.
- iii. Where power-measurement capability is offered, measured or calculated wheel or roller mechanical power.
- iv. Where power-measurement capability is offered, peak power.
- v. Where power-measurement capability is offered, average mechanical power over a defined test period; and
- vi. Where power-measurement capability is offered, statutory maximum continuous rated power, where separately established by a validated method.

(c) Where a result is derived rather than directly measured, the test report shall identify it as a derived result and state the calculation method.

(d) Any displayed legal-status indication, such as “pass”, “fail”, “compliant”, “non-compliant”, red/green

indication or equivalent, shall:

- i. Be configurable exclusively by an authorised administrator.
 - ii. Account for the measurement uncertainty and any approved enforcement tolerance.
 - iii. Display the underlying measured value; and
 - iv. Display the applicable decision threshold.
- (e) The Contracting Authority shall be able to disable automatic legal-status indications and use the system solely to record measured values.
- (f) Calibration constants, decision thresholds, measurement algorithms and protected configuration settings shall not be alterable by an ordinary operator.
- (g) Any change to measurement software, firmware, calibration constants or measurement algorithms shall:
- i. Generate a new version number.
 - ii. Be recorded in an audit log.
 - iii. Be notified to the contracting authority.
 - iv. Be accompanied by release documentation; and
 - v. Not invalidate calibration or conformity status without an appropriate recalibration or validation process.

5. Measurement Principles and Evidential Integrity

The requirements of this section shall apply to all equipment, accessories, weighing instruments, field-verification devices, software and supporting components supplied under either Lot.

5.1 Warranty

- (a) Each system shall be provided with a comprehensive warranty for a minimum period of 24 months.
- (b) The warranty shall include, without additional charge:
- i. All replacement parts and components.
 - ii. Labour and diagnostic costs.
 - iii. Collection, transport and return of the equipment.
 - iv. Travel and attendance costs where on-site service is required.
 - v. Software and firmware corrections.
 - vi. Recalibration, verification or conformity assessment required as a consequence of a warranty repair; and
 - vii. Restoration of the equipment to full operational and evidential status.
- (c) Warranty exclusions shall be limited to damage arising from misuse, accidental damage, unauthorised modification or failure to follow the supplier's documented operating and maintenance instructions. Normal wear occurring during the reasonably anticipated operational use described in this specification shall not, of itself, invalidate the warranty.
- (d) A repaired or replaced component shall be warranted for the longer of:
- i. The unexpired portion of the original warranty; or

- ii. 12 months from the date on which the repaired equipment is returned to operational service.
- (e) The Contractor shall acknowledge a reported fault within two working days. Where equipment cannot be returned to full operational and calibrated condition within 15 working days, the Contractor shall provide equivalent loan or replacement equipment, where requested by the Contracting Authority, at no additional cost during the warranty period.

5.2 Preventative maintenance and repairs

- (a) The Tenderer shall provide a documented preventative-maintenance programme stating:
 - i. All operator-level checks and maintenance activities;
 - ii. All maintenance requiring a trained technician;
 - iii. Recommended maintenance intervals;
 - iv. Inspection and replacement criteria for wear components;
 - v. Required lubricants, cleaning materials and consumables;
 - vi. Estimated equipment downtime; and
 - vii. Any maintenance necessary to preserve safety, accuracy, calibration status or conformity.
- (b) The systems shall be designed and supported so that faults can, wherever reasonably practicable, be rectified through the repair or replacement of individual components or modules rather than replacement of the complete system.
- (c) Outside the warranty period, the Contractor shall not require replacement of the complete system where the fault can reasonably be rectified through the repair or replacement of an individual component. Any recommendation to replace a complete system shall:
 - i. Be supported by written diagnostic findings and technical reasons;
 - ii. Explain why component-level repair is not technically or economically practicable;
 - iii. Identify the estimated cost of all reasonably available repair alternatives; and
 - iv. Require the prior written approval of the contracting authority.
- (d) As part of its tender, the Tenderer shall submit an itemised spare-parts and repair schedule covering all field-replaceable or service-replaceable modules and all components reasonably expected to require replacement during the equipment's service life. The schedule shall include, as applicable:
 - i. Rollers or drums.
 - ii. Bearings, shafts and couplings.
 - iii. Speed sensors and encoders.
 - iv. Torque, force and load sensors.
 - v. Load cells and weighing platforms.
 - vi. Absorption, braking and control modules.
 - vii. Electronic controllers and data-acquisition units.
 - viii. Displays, tablets, computers and communication modules.
 - ix. Batteries, chargers and power-supply units.
 - x. Emergency-stop and safety components.

- xi. Cables, connectors and wiring looms.
 - xii. Ramps, guides, restraints and adapters; and
 - xiii. Transport cases and protective equipment.
- (e) For each component or service listed under clause 5.10, the Tenderer shall state:
- i. The manufacturer and part number.
 - ii. The component description.
 - iii. The unit replacement price.
 - iv. The applicable labour rate or fixed installation charge.
 - v. Collection, delivery or attendance charges.
 - vi. The anticipated lead time.
 - vii. Whether recalibration or verification is required following replacement; and
 - viii. The warranty applicable to the replacement component.
- (f) The completed component and service price schedule shall form part of the Contract. Any future price adjustment shall be made only in accordance with the price-review provisions contained in the RFT.
- (g) Following every repair or maintenance intervention, the Contractor shall provide a service report identifying:
- i. The reported fault.
 - ii. Diagnostic work undertaken.
 - iii. Components repaired or replaced.
 - iv. Software or firmware changes.
 - v. Safety and functional tests completed.
 - vi. Whether the measurement chain may have been affected.
 - vii. Any calibration, verification or re-verification completed; and
 - viii. Confirmation of the equipment's operational and calibration status.
- (h) Replacement of a storage, computing or control component shall not result in the unauthorised loss, alteration or disclosure of evidential records or audit logs.

5.3 Type Approval, Calibration and Recalibration

- (a) Each measurement device should have been independently certified by an ISO/IEC 17020 and ISO/IEC 17025 accredited testing laboratory. Where applicable, evidence of the original Type Approval by the independent testing laboratory should be provided in the form of a formal certificate. Where the original certificate is not in English or Irish, an English or Irish translation shall be provided. Where such type approval is not provided, the Tenderer must provide details (including documentation relied upon) as to how the system is suitably verified to perform the measurements so required. Tenderers must demonstrate that such alternative verification is of a sufficiently high standard to support prosecutorial actions.
- (b) Each system shall be supplied with valid calibration certificates.
- (c) Calibration certificates shall be provided in English.

- (d) Calibration certificates should outline the individual tests involved in calibration, the equipment used as part of such calibration process as well as the calibration certificate numbers and dates of validity of such equipment used as part of the calibration process.
- (e) The normal recalibration interval shall not exceed 12 months. A longer interval may be applied only with the prior written approval of the Contracting Authority, supported by manufacturer stability data and calibration history.
- (f) Recalibration shall also be required before further evidential use where:
 - i. A measurement sensor or measurement-chain component has been repaired, replaced or adjusted.
 - ii. Software, firmware or an algorithm affecting measurement or calculation has changed.
 - iii. A self-test or field-verification check has failed.
 - iv. A calibration seal has been broken; or
 - v. Measurement drift is suspected.
- (g) A certificate consisting solely of a pass or fail statement shall not be sufficient as a certificate of calibration.
- (h) The supplier shall provide all field-verification artefacts, reference devices and procedures necessary to carry out the pre-use and intermediate checks specified elsewhere in this document. The allowable limits, actions following a failed check and traceability of each artefact shall be documented.
- (i) The Tenderer shall state:
 - i. The location at which maintenance and recalibration will be undertaken.
 - ii. The standard and expedited turnaround times.
 - iii. The arrangements and price for collection and insured transport.
 - iv. The availability and cost of loan equipment.
 - v. The recalibration price for each system and separate accessory; and
 - vi. The cost of recalibration following a non-warranty repair.
- (j) The Contractor shall notify the Contracting Authority without delay of any safety notice, product recall, systematic measurement defect, cybersecurity vulnerability or other issue capable of affecting the safety, accuracy, reliability or evidential use of the supplied equipment.

6. Operational Livery

- (a) The Tenderer shall be capable of applying an operational livery to the equipment in a design approved by the Contracting Authority. The livery may include the Contracting Authority's logos, text, identification marking and high-intensity prismatic reflective material.

7. Vehicle Compatibility

- (b) The system shall be capable of testing, either directly or by means of supplied adapters:
 - i. Standing electric scooters.
 - ii. Conventional electrically assisted pedal cycles and pedal-assisted e-mopeds.
 - iii. Cargo-type or long-wheelbase e-bikes where reasonably practicable.

- iv. Front-wheel-drive vehicles.
 - v. Rear-wheel-drive vehicles.
 - vi. Vehicles with motors on more than one wheel; and
 - vii. Vehicles fitted with pneumatic or solid tyres.
- (c) The system should accommodate, as a minimum:
- i. Wheel diameters from 200 mm to 800 mm; and
 - ii. Tyre widths from 25 mm to at least 150 mm.
- (d) A wider compatibility range may be offered and will be considered as part of the qualitative evaluation.
- (e) The proposed test method shall not require permanent modification, dismantling or reprogramming of the vehicle.
- (f) Any temporary sensor, restraint or adapter fitted to the vehicle shall not damage or materially alter it.
- (g) Tenderers shall identify any vehicle type, drive configuration or electronic-control system that cannot be tested reliably.

8. Speed Measurement

- (a) The speed measurement system shall have a measurement range covering at least 15 km/h to 70 km/h.
- (b) Speed shall be displayed in kilometers per hour.
- (c) Display resolution shall be 0.1 km/h or better.
- (d) Repeat measurements under unchanged test conditions shall not differ by more than 0.5 km/h. The Tenderer shall state the demonstrated standard deviation or repeatability limit.
- (e) The system shall record the maximum speed measured during the test.
- (f) The system shall record:
- i. Speed over time; and
 - ii. The duration of the test.

9. Weighing Equipment

- (a) Each system shall include an integrated or separate means of determining the vehicle's weight unladen, with an integrated solution being preferred.
- (b) Any non-automatic weighing instrument supplied for enforcement use shall comply with Directive 2014/31/EU and the European Union (Non-Automatic Weighing Instruments) Regulations 2018 (S.I. No. 47 of 2018), as amended, or equivalent applicable legal-metrology requirements.
- (c) The weighing instrument shall:
- i. Be suitable for determining mass for the application of laws or regulations;
 - ii. Bear the required conformity and supplementary metrology markings;
 - iii. Have a weighing capacity of at least 150 kg;
 - iv. Have a scale interval of no greater than 0.1 kg within the relevant enforcement range;
 - v. Provide a stable total vehicle weight where more than one weighing platform is used; and

- vi. Display results in kilograms.
 - vii. Be portable and suitable for roadside use.
- (d) Where separate wheel scales are used, the system shall calculate and record:
- i. The mass at each wheel or axle; and
 - ii. The combined vehicle mass.
- (e) The weighing equipment shall be suitable for operation on a reasonably level roadside or station surface and shall indicate when the surface or setup is outside permitted tolerances.

10. Roadside Durability and Environmental Performance

- (a) Equipment shall be suitable for frequent transport in Garda vehicles and repeated roadside deployment.
- (b) Equipment shall operate safely and within its stated measurement uncertainty over an ambient temperature range of at least -5°C to +40°C.
- (c) Equipment shall be capable of storage between at least -20°C and +50°C.
- (d) The equipment shall be resistant to:
 - i. Normal vibration associated with road transport.
 - ii. Minor impacts associated with loading and unloading.
 - iii. Dust and road dirt.
 - iv. Condensation; and
 - v. The normal levels of moisture encountered during roadside operations.
- (e) Electronic components exposed during operation shall have a minimum ingress-protection rating of IP54, or the Tenderer shall provide an equivalent weather-protection solution permitting safe roadside operation in light precipitation.
- (f) Transport cases shall be weather resistant and shall have a minimum rating of IP65, or equivalent.
- (g) Exposed metal components shall be corrosion resistant.
- (h) Rollers or drums shall provide sufficient tyre grip without causing avoidable tyre damage.

11. Safety

- (a) The system shall be designed so that a trained operator can conduct tests without unnecessary risk to the operator, vehicle rider, subject vehicle, bystanders or other road users.
- (b) The system should include, as applicable:
 - i. An emergency stop.
 - ii. Automatic overspeed protection.
 - iii. Controlled roller braking or run-down.
 - iv. Protection against unintended roller movement.
 - v. Wheel guides or lateral restraints.

- vi. Vehicle anchoring or stabilisation equipment.
 - vii. Ramps or safe loading aids.
 - viii. Guards around pinch, crush and entanglement points.
 - ix. Overload protection.
 - x. Battery overcurrent and thermal protection; and
 - xi. Clear visual warnings while a test is in progress.
- (c) Activation of the emergency stop shall bring the rollers to a controlled stop without creating an additional hazard.
- (d) The system shall detect and warn the operator of unsafe conditions, including, where applicable:
- i. Inadequate vehicle restraint.
 - ii. Incorrect wheel alignment.
 - iii. Excessive roller load.
 - iv. Excessive speed.
 - v. Excessive temperature.
 - vi. Low battery.
 - vii. Sensor failure; and
 - viii. Expired or invalid calibration.

12. Electrical Supply and Battery Operation

- (a) The systems shall be capable of operating independently of mains electricity during roadside deployment.
- (b) Minimum operational endurance shall be:
- i. Eight hours of normal roadside operation; or
 - ii. At least 40 complete tests.
- (c) The system shall display remaining battery capacity.
- (d) Charging equipment shall be suitable for the Irish electrical supply (230VAC/50Hz) and shall be supplied with an Irish Type G plug.
- (e) Batteries shall be replaceable by the supplier or suitably trained personnel without replacement of the complete equipment.
- (f) The Tenderer shall state:
- i. Battery chemistry.
 - ii. Rated capacity.
 - iii. Expected operating life.
 - iv. Expected cycle life.
 - v. Charging time.
 - vi. Storage requirements; and

- vii. Transport restrictions.
- (g) Where lithium batteries are used, the Tenderer shall provide evidence of compliance with applicable transport, battery-safety and product-safety requirements.

13. Data Recording and Test Reports

- (a) The system shall create an electronic record for every completed or aborted test.
- (b) Each record should include, as applicable:
 - i. Unique test-reference number.
 - ii. Date and time.
 - iii. Device make, model and serial number.
 - iv. Software and firmware version.
 - v. Calibration certificate number.
 - vi. Calibration expiry date.
 - vii. Operator identifier.
 - viii. Vehicle make and model, where available.
 - ix. Vehicle serial or identification number, where available.
 - x. Vehicle category selected by the operator.
 - xi. Vehicle weight.
 - xii. Measured speed.
 - xiii. Measured power and the point at which it was measured.
 - xiv. Test duration.
 - xv. Ambient temperature and other correction conditions where relevant.
 - xvi. Measurement uncertainty.
 - xvii. Warnings, interruptions or invalid-test indications; and
 - xviii. Operator notes.
- (c) Reports shall be exportable in:
 - i. A human-readable, non-editable PDF format; and
 - ii. A structured, non-proprietary format such as CSV or equivalent.
- (d) Export shall be possible without mandatory use of a supplier-operated cloud service.
- (e) The system should use a tamper-evident method, such as a digital signature, cryptographic hash, protected audit record or equivalent, to demonstrate whether an exported report has been altered.
- (f) The system shall be capable of retaining at least 1,000 test records internally or on supplied removable storage.
- (g) Deletion or amendment of a completed test record shall be restricted to authorised administrators and shall be recorded in an audit log.
- (h) The Contracting Authority shall retain ownership and unrestricted access to all test data.

- (i) Core operation shall not require:
 - i. An operator's personal mobile telephone.
 - ii. A personal online account; or
 - iii. Continuous internet connectivity.
- (j) Any wireless, remote-access or cloud function shall be capable of being disabled.

14. User Interface

- (a) The equipment shall have a clear user interface suitable for roadside use in daylight and during hours of darkness.
- (b) Controls and displays shall be operable by a person wearing ordinary protective gloves.
- (c) The user interface shall be available in English.
- (d) The system shall provide:
 - i. Guided setup.
 - ii. Pre-test safety checks.
 - iii. Clear live measurement values.
 - iv. An invalid-test warning where test conditions are not met; and
 - v. A clear indication of calibration status.
- (e) The system shall not require the operator to manually perform complex calculations.

15. Quality of technical proposal

15.1. LOT 1: SMALL PORTABLE MICROMOBILITY DYNAMOMETER SYSTEM

15.1.1. Intended Use

- (a) The Small Portable Micromobility Dynamometer System will be used primarily for routine roadside enforcement by Roads Policing Units and other appropriately trained Garda personnel.
- (b) Its primary functions shall be:
 - i. Measuring vehicle or wheel speed; and
 - ii. Determining weight unladen (including battery).

15.1.2. Portability

- (a) The complete system shall be transportable in the luggage compartment of a standard Garda patrol vehicle.
- (b) The speed-measurement unit shall be capable of being deployed by one trained operator.
- (c) No single manually carried component shall exceed 20 kg.
- (d) The combined transport weight of the principal speed-measurement equipment, excluding separately carried certified test weights, shall not exceed 25 kg.
- (e) The equipment shall be ready for testing within five minutes of removal from its transport case.
- (f) No tools shall be required for normal setup, adjustment between common wheel sizes or

dismantling.

- (g) Any laptop, tablet, display, charger, ramp, restraint, adapter or other item necessary for normal operation shall be included in the tendered system.

15.1.3. Small-System Testing Requirements

- (a) The system shall safely support the driven wheel during testing.
- (b) It shall be possible to test front-wheel-drive and rear-wheel-drive vehicles by repositioning the equipment, using supplied adapters or an equivalent safe method.
- (c) The system shall include a safe and documented procedure for testing dual-motor electric scooters.
- (d) Where the test requires a person to sit on or pedal the vehicle, appropriate lateral support and vehicle-restraint equipment shall be supplied.
- (e) Once the vehicle has been positioned and secured, the normal speed test shall be completed within five minutes.
- (f) Direct power measurement is not mandatory for Lot 1. Where power measurement is offered, the Tenderer shall comply with the applicable power-measurement requirements in 14.2.6.

15.1.4. Small-System Field Verification

- (a) The system which incorporates a pre-use self-test is preferred.
- (b) The supplier should provide a field-verification device, check artefact or documented verification procedure allowing an operator to confirm that the speed-measurement function remains within an acceptable range before deployment.
- (c) The system should prevent or clearly warn against evidential use where:
 - i. Calibration has expired.
 - ii. A self-test has failed; or
 - iii. A required verification has not been completed.

15.2. LOT 2: LARGE PORTABLE MICROMOBILITY DYNAMOMETER SYSTEM

15.2.1. Intended Use

- (a) The Large Portable Micromobility Dynamometer System will be used for:
 - i. Planned enforcement operations.
 - ii. Detailed examination of high-powered or modified vehicles.
 - iii. Examination of vehicles seized following serious offences.
 - iv. Investigation of serious and fatal road traffic collisions; and
 - v. Simultaneous examination of multi-motor vehicles.
- (b) Its functions and preferred capabilities shall include:
 - i. Measurement of speed.
 - ii. As a preferred capability, measurement and recording of wheel or roller mechanical power under controlled load.
 - iii. Measurement of weight unladen; and

- iv. Production of detailed evidential reports.

15.2.2. Mobility and Deployment

- (a) The system may comprise more than one modular component.
- (b) It shall be transportable in a standard Garda van without permanent vehicle modification.
- (c) Components exceeding 25 kg shall incorporate suitable lifting handles, wheels, trolleys or other manual-handling aids.
- (d) The system shall be capable of setup by two trained operators within 15 minutes.
- (e) Normal adjustment for wheelbase, wheel size and tyre width shall not require specialist tools.
- (f) All interconnecting cables and hoses shall be robust, keyed where appropriate and protected against incorrect connection.

15.2.3. Large-System Vehicle Support

- (a) The system shall support the complete vehicle in a stable position during testing.
- (b) It should accommodate electric scooters and e-bikes with wheelbases between at least 1200 mm and 1,800 mm, either directly or through supplied adapters.
- (c) It should safely accommodate a vehicle weight unladen of at least 125 kg
- (d) The system shall support front-wheel, rear-wheel, dual-drive and mid-drive vehicles.

15.2.4. Controlled-Load and Road-Load Simulation

- (a) The capability to incorporate an absorption, braking or other loading arrangement capable of applying a repeatable load for power-measurement testing is preferred and will be considered as part of the qualitative evaluation. Where offered, the arrangement shall be sufficient to conduct the power-measurement test procedures specified in this document.
- (b) The capability to provide advanced road-load simulation, including simulation of rolling resistance and a defined road load, is preferable and will be considered as part of the qualitative evaluation.
- (c) Where advanced road-load simulation is provided, the tenderer shall provide details of the applicable calculation model, configurable parameters, range and limitations.
- (d) Where power-measurement capability is offered and the equipment cannot safely complete a full 30-minute test because a measured value has already exceeded an approved enforcement threshold after allowing for uncertainty, the system may provide a documented early-termination function.
- (e) An early-terminated result shall state:
 - i. The reason for termination.
 - ii. The minimum confirmed power.
 - iii. The applicable measurement uncertainty; and
 - iv. That the result does not represent a complete 30-minute power curve.

15.2.5. Preferred Power Measurement Capability

- (a) Power-measurement capability is preferred and will be considered as part of the qualitative evaluation. Where offered, the system shall directly measure mechanical torque, force or another

- traceable quantity from which mechanical power can be determined.
- (b) The minimum power measurement range shall be 0.1 kW to 10 kW.
 - (c) Power display resolution shall be 0.01 kW or better.
 - (d) The Tenderer shall provide details of the frequency of sampling of measurement data.
 - (e) The Tenderer shall provide details of the level of measurement uncertainty
 - (f) The system should record:
 - i. Instantaneous power.
 - ii. Average power.
 - iii. Peak power.
 - iv. Power over time.
 - v. Roller or wheel speed.
 - vi. Torque or force over time.
 - vii. Test duration.
 - viii. The applied load; and
 - ix. Any thermal or overload event.
 - (g) For dual-motor vehicles, the system shall separately record, where technically possible:
 - i. Front-wheel power;
 - ii. Rear-wheel power; and
 - iii. Combined power.

15.2.6. Requirements Where Power Measurement Capability Is Offered

- (a) Where power-measurement capability is offered, the Contractor shall provide a proposed procedure for conducting a 30-minute wheel or roller mechanical-power test and for assessing the relevance of that result to maximum continuous rated power under the applicable legislation.
- (b) The procedure shall be aligned, insofar as technically and legally applicable, with:
 - i. The definition of maximum continuous rated power in S.I. No. 199 of 2024; and
 - ii. Any other relevant European or international test method identified by the Tenderer.
- (c) The procedure and reporting software shall not equate any of the following with maximum continuous rated power:
 - i. Controller current multiplied by nominal battery voltage;
 - ii. Manufacturer-advertised peak power;
 - iii. A momentary acceleration value; or
 - iv. A short-duration roller-power value.
- (d) The system shall be capable of calculating and reporting the average wheel or roller mechanical power measured over a 30-minute test period.
- (e) The test procedure should specify:

- i. Battery state of charge.
 - ii. Battery and motor temperature at commencement.
 - iii. Tyre pressure.
 - iv. Ambient temperature.
 - v. Test duration.
 - vi. Treatment of multiple motors; and
 - vii. The circumstances in which a test is invalid.
- (f) The Tenderer shall provide validated technical evidence, including the applicable uncertainty budget, demonstrating how any proposed correlation or conversion between measured wheel or roller mechanical power and the statutory maximum continuous rated power can be interpreted for enforcement purposes. In the absence of such validated evidence, the report shall not describe the measured result as maximum continuous rated power.
- (g) Every report should identify the location at which power was measured, distinguish measured values from derived or manufacturer-declared values, and state any conversion, correction or correlation applied.

15.2.7. Ambient and Correction Measurements

- (a) Where ambient pressure or humidity forms part of a power correction or reference-condition calculation, the system shall measure and record those quantities.
- (b) Where a correction is applied to measured power, the corrected value shall be shown separately from the uncorrected value.
- (c) Where a power correction is applied, the report shall identify the applicable correction method and formula.

15.2.8. Additional Measurements

- (a) The additional integrated capability to measure deceleration caused by the braking systems in vehicles tested in line with S.I. No. 199 of 2024 is preferred.

15.3. ACCESSORIES

- (a) Each system shall be supplied as a complete operational package.
- (b) The package should include, where applicable:
 - i. Protective transport cases.
 - ii. Ramps and loading aids.
 - iii. Wheel guides.
 - iv. Straps, restraints and anchoring equipment.
 - v. Adapters for supported wheel and tyre sizes.
 - vi. Battery charger and mains lead.
 - vii. Spare charging lead.
 - viii. Supplied tablet, laptop or display.

- ix. Protective cover or roadside weather protection.
 - x. Tyre-pressure gauge.
 - xi. Tyre inflator where required by the test method.
 - xii. The weighing equipment (where not integrated);
 - xiii. Field-verification artefacts.
 - xiv. Cleaning and routine-maintenance equipment; and
 - xv. All software licences required for normal operation and reporting.
- (c) Where tyre pressure values form part of the prescribed test method, such tyre pressure measurement instrument must be calibrated and possess a corresponding certificate of calibration

15.4. TRAINING AND EXPERT EVIDENCE

15.4.1. Training and Documentation

- (a) The Contractor shall provide support to the Contracting Authority in the creation of a training programme deployed by the Contracting Authority. The Contracting Authority may opt to deploy training;
- i. in-person training;
 - ii. e-learning training; or
 - iii. a combination of the above.
- (b) Such training may include;
- i. Train-the-trainer instruction for personnel nominated by the Contracting Authority. The Tenderer shall state the proposed class size, duration, delivery location and number of training sessions included in the tendered price.
 - ii. Instructional videos and other content suitable for deployment on the Contracting Authority's e-learning platform
- (c) Training (both in-person training and instructional videos and other content) shall include, as applicable:
- i. system transport, setup and safe dismantling;
 - ii. vehicle compatibility assessment and selection of adapters or restraints;
 - iii. pre-use inspection, self-test and field verification;
 - iv. safe loading, restraint and operation;
 - v. conduct of speed and weight tests and, where power-measurement capability is offered, power tests;
 - vi. identification of invalid or unsafe tests;
 - vii. interpretation of measured and derived results and measurement uncertainty;
 - viii. creation, export and preservation of evidential records;
 - ix. operator-level cleaning and maintenance;
 - x. fault reporting and action following failed verification or expired calibration; and
 - xi. preparation to give evidence regarding the operation of the equipment and the test

procedure.

- (d) Training may include practical exercises and a documented competency assessment. The Contractor shall provide a record or certificate for each person who successfully completes the training.
- (e) The Contractor shall supply in English, in electronic format and in sufficient printed copies as required by the Contracting Authority:
 - i. operator manuals;
 - ii. administrator manuals;
 - iii. maintenance and troubleshooting manuals;
 - iv. calibration and field-verification procedures;
 - v. safety instructions and risk-control information;
 - vi. a quick-reference roadside guide; and
 - vii. training materials suitable for future refresher training.
- (f) The Tenderer shall provide prices for train-the-trainer sessions for the duration of the Contract.
- (g) The Tenderer shall provide prices for the provision of instructional videos and other online instructional content for the duration of the Contract.

15.4.2. Expert Evidence

- (a) Any member of the successful Tenderer's approved personnel may be required to attend Court and to attest to the conduct of any of the successful Tenderer's procedures in connection with the delivery of the Service. In the event that attendance is required, the Contracting Authority shall give advance notice to the successful Tenderer. Cancellation of a notice to attend court may be given up to close of business on the day preceding the court date.
- (b) All approved personnel shall be proficient in the use of the English language.
- (c) In cases where the Court wishes to view the Evidential Data File or the Monitoring Session Data File, the successful Tenderer shall retrieve the appropriate data from the secure storage facility and bring it to Court as instructed by the Contracting Authority.
- (d) The successful Tenderer shall provide hardware and software equipment (hereinafter known as "Viewing Equipment") for the purpose of viewing the Evidential Data File or the Monitoring Session Data File in Court. It shall be the successful Tenderer's responsibility to bring the Viewing Equipment to and from the Court as requested by the Garda Commissioner.
- (e) When instructed by the Court or at the latest, on the conclusion of Court proceedings, the successful Tenderer shall return the Evidential Data File or the Monitoring Session Data File to the secure storage facility.
- (f) If required by the Contracting Authority or a representative of the Court, the successful Tenderer shall nominate one or more Witnesses with verifiable expertise in areas of the Service within the remit of the successful Tenderer. The name and full curriculum vitae of all nominated Witnesses shall be submitted to the Garda Commissioner along with any other requested supporting documentation for approval prior to any involvement of the nominated Witness in Court proceedings.
- (g) The cost of Court attendance by any of the members of the successful Tenderer's approved

personnel and nominated Witnesses shall be reimbursed by the Contracting Authority through the successful Tenderer's monthly invoices on the basis of the schedule of rates included in Appendix 2, Price Schedule.

- (h) Any member of staff required to appear in court shall be in attendance at least 30 minutes prior to the scheduled case time.

APPENDIX 2: Pricing Schedule

Tenderers are required to return the Price Quotation Workbook (published with the Contract Notice) with their tender submission for the supply and delivery of Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána. These costs will be evaluated as an award criteria.

For witness attendance, no charge shall apply for witness attendance at the Criminal Court of Justice. Where witness attendance is required at a court or other location more than 7 km from the Criminal Court of Justice, the applicable Civil Service rates shall apply.

All prices quoted must be all-inclusive (i.e. including but not being limited to cost of supplies and services, shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT.

All cells must be completed. Failure to do may render the tender submission non-compliant.

No variations can be added. If a Tenderer adds data not required or attaches assumptions on the quoted prices this may render the tender submission non-compliant.

Appendix 3: Tenderer's Statement

Tenderers must complete and submit the following form of Tenderer's Statement printed on the Tenderer's headed notepaper and signed by the Tenderer in the TRD.

TO: The Commissioner of An Garda Síochána (the "Contracting Authority")

RE: Request for Tenders to establish a multi-supplier Framework Agreement for the supply and delivery of Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána

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 Framework Agreement and the Goods and Services Contract, we hereby agree and 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:
 - a. the RFT;
 - b. the Framework Agreement (Appendix 5) and agree that, if offered appointment to the framework, we will execute the Framework Agreement and the Confidentiality Agreement at Appendix 7 of the RFT;
 - c. the Goods and Services Contract (Appendix 6) and agree if awarded any contract pursuant to the Framework Agreement to execute the Goods and Services Contract; and
 - d. the Service Level Agreement (Appendix 8).
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Services in accordance with the requirements and technical specifications set out in the RFT (Appendix 1).
5. We agree that, if awarded any such contract pursuant to a Framework Agreement that 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 specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Goods and Services Contract pursuant to a Framework Agreement, have in place on the Effective Date of the Goods and 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

10. 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.
11. 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).
12. 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).
13. Any sub-contractor, supplier or other entity on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Goods and Service 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:

(Authorised Signatory)

Print name:

Company Address:

Date:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders to establish a multi-supplier Framework Agreement for the supply and delivery of Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána

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 *"Request for Tenders to establish a multi-supplier Framework Agreement for the supply and delivery of Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána"* dated the [\[Insert Day\]](#) of [\[Insert Month\]](#) 2026 published by The Commissioner of An Garda Síochána ("the Contracting Authority").
2. Neither [\[Click here and insert name of entity\]](#) nor any person 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 of 24 October 2008 on the fight against organized crime.
 - 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 which [\[Click here and insert name of entity\]](#) 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 Annex X to Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession.
- 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 sub-contractor, 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 _____
[name in capitals]

a notary public / commissioner for oaths / peace commissioner / person authorised by
_____ [insert authorising statutory provision] to take and receive
statutory declarations]

by _____
[name of declarant in capitals]

who is personally known to me / who is identified to me by _____ who is
personally known to me / whose identity has been established to me before the taking of this
Declaration by the production to me of passport no. _____ [passport number]
issued on _____ [date of issue] by the authorities of _____ [issuing state],
which is an authority recognised by the Irish Government / or national identity card no.

_____ [identity card number] issued on _____ by the authorities of
_____ [issuing state] [which is an EU Member State, the Swiss Confederation or a
Contracting Party to the EEA Agreement] / or [Aliens Passport no. _____ (document
equivalent to a passport) _____ [passport number] issued on [date of issue] by the
authorities of _____ [issuing state] which is an authority recognised by the Irish Government] / or refugee
travel document no. _____ [document number] issued on
_____ [date of issue] by the Minister for Justice, Equality and Law Reform] / or travel
document (other than refugee travel document) _____ [document no.] issued on
_____ [date of issue] by the Minister for Justice, Equality and Law Reform

at _____[place of signature] this _____ day of _____
[date]

Appendix 5: Framework Agreement

THIS FRAMEWORK AGREEMENT IS MADE ON XX MONTH 2026:

("the Framework Agreement")

BETWEEN:

The Commissioner of An Garda Síochána, whose offices are located at Garda Headquarters, Phoenix Park, Dublin 7 ("the Contracting Authority"); and

[Insert name of Framework Member] whose principal place of business is at [Address] ("the Framework Member")

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

WHEREAS:

1. By Request for Tenders entitled "*Establishment of a multi-supplier Framework Agreement the supply and delivery of Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána*" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number XX of 2026 ("the RFT") the Contracting Authority invited tender from economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between 19th of October 2026 and the 20th of November 2026 (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.

2. The Framework Member submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member 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 Framework Agreement.

3. The Framework Member was appointed to the Framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

"Commencement Date" means _____ 2026;

"Contract" means a contract which is awarded in accordance with this Framework Agreement

"Goods and Services Contract" means the template contract attached at Appendix 6 to the RFT;

"Framework Client" means any party identified in Part 1, paragraph 1.3 of the RFT who may award Contracts pursuant to this Framework Agreement;

"Framework Term" means the period set out in Clause 2.5 of this Framework Agreement;

"Month" means a calendar month;

"Prime Contractor" has the meaning set out in Part 1, paragraph 2.5 of the RFT;

"Sub-contractor" has the meaning set out in Part 1, paragraph 2.5 of the RFT;

Unless otherwise specified herein, a defined term used in this Framework Agreement shall have the same meaning as assigned to it in the RFT.

- To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- Unless the context requires otherwise, words in the singular may include the plural and vice versa.

1.4 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.

2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT

2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.

2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Contracting Authority may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.

2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Contracting Authority are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote

the Framework Agreement and to encourage use of the Framework Agreement by the Contracting Authority and the Framework Member may be required to provide reasonable assistance in this respect.

2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Contracting Authority may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Contracting Authority shall observe all obligations at law and shall not afford any advantage to the Framework Member.

2.5 This Framework Agreement shall take effect on the Commencement Date and expire [insert term of Framework] thereafter (“the Framework Term”) unless terminated earlier in accordance with this Framework Agreement. The Contracting Authority reserves the right to extend the Framework Agreement for a period of 12 month.

2.6 The Framework Member shall be an independent Framework Member and not be deemed an employee of the Contracting Authority. This Framework Agreement shall not be deemed or construed to create a joint venture, partnership and/or fiduciary or other relationship between the Framework Member and the Contracting Authority. The officers, employees or agents of the Framework Member are not and shall not hold themselves to be (and shall not be held out by the Framework Member as being) servants, employees or agents of the Contracting Authority for any purposes whatsoever.

2.7 The Contracting Authority would refer the Framework Member 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), and to its obligation to comply herewith.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as set out in the Service Level Agreement (Appendix 1) , or as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

4. SERVICES CONTRACT

1.1 This Framework Agreement relates to the provision of the Services.

1.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to the Framework Client in accordance with the Goods and Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Goods and Services Contract, the successful Framework Member shall be required to enter into the Goods and Services Contract with the Framework Client.

5. PROCEDURE FOR AWARD OF CONTRACTS

Under the Framework Agreement the Contracting Authority will operate a rotation system for the award of call-off contracts, commencing with the highest ranked Framework Member and

proceeding sequentially as and when requirements arise.

6. AWARD CRITERIA

6.1 Where a rotation arrangement is not used, mini-competitions may be used by Framework Clients.

In such an event, Framework Clients shall send a Supplementary Request for Tender ("SRFT") to at least three Framework Members at their discretion. The SRFT shall set out the Framework Client's requirements, the technical specifications and the award criteria.

6.2 The following award criteria, with a range of scores, shall apply.

Meeting the requirements and technical specifications	200-500 marks
Contract management and contract performance	200-500 marks
Sustainability	50-100 marks
Cost	100-1,000 marks

6.3 The Contracting Authority may cancel a mini-competition at any time prior to a Contract being executed by the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Framework Member.

6.4 The Contracting Authority will require the Framework Member to whom it has decided to award the Contract to provide the paint and installation services supply up-to-date evidence as set out in paragraph 3.2 of the RFT. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then the Contracting Authority may proceed to offer the Contract to the next highest-ranked tenderer.

7. APPLICABLE LAW AND JURISDICTION

This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

8.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and any and all Contract(s).

9. TAX CLEARANCE

9.1 The Framework Member shall comply with all applicable EU and domestic taxation laws and requirements.

9.2 Prior to the award of any Contract, the Framework Member shall promptly 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 Framework Member acknowledges and agrees that the Contracting Authority has the permission to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Sub-contractors.

10. ANTI COMPETITIVE CONDUCT

10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with 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.

11. CONFLICTS OF INTEREST

11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Sub-contractor(s)) (a “Conflict”) must be fully disclosed to the immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

6.1 Any registerable interest involving a Framework Member and the Contracting Authority, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority immediately upon such information becoming known. The terms ‘registerable interest’ and ‘relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

13.1 All communications between the Contracting Authority and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member’s employees and personnel, including Sub-contractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority to sign a confidentiality agreement in a format as determined by the Contracting Authority.

13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.

13.3 No publicity regarding this Framework Agreement or any Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority has given their prior written consent to the relevant communication.

14. NOTICES

14.1 Any notice or other written communication to be given under this Framework 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 14.

14.2 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 if communicated by email, on the next calendar day following transmission.

15. GIFTS

15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any mini-competition shall be borne solely by the Framework Member. The Contracting Authority shall not have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving one month's written notice to the Framework Member.

17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:

17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within thirty days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in the SLA shall be deemed to be a serious breach of this Framework Agreement.

17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority within thirty days after a receipt of a request in writing from the Contracting Authority.

17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, 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.

17.2.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means.

17.2.6 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.

17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.

17.4 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

17.5 The Contracting Authority 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 Contracting Authority becomes aware:

17.5.1 That any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Framework Member;

17.5.2 That the Framework Member (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).

18. FREEDOM OF INFORMATION

18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this 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.

19. DISPUTE RESOLUTION

19.1 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.

19.2 The Dispute shall be referred as soon as practicable to [insert Framework Member senior contact] within the Framework Member and to [insert Contracting Authority contact] within the Contracting Authority respectively.

19.3 If the Dispute has not been resolved within fifteen 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.

19.4 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 days from the date of the proposal to appoint a Mediator or within twenty-one 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.

19.5 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 Business Days of his/her appointment.

19.6 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.

19.7 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 Framework Member shall comply fully with the requirements of the Agreement at all times.

19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within 30 days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

IN WITNESS WHEREOF this Framework Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY in the presence of: _____ Witness	SIGNED by _____, being an Officer so authorised by the FRAMEWORK MEMBER in the presence of: _____ Witness
---	--

Appendix 6: Goods and Services Contract

The Commissioner of An Garda Síochána

and

[Insert successful Framework Member's full legal name]

AGREEMENT

Relating to the Provision of Services pursuant to a

Request for Tenders to establish a multi-supplier Framework Agreement for the supply and delivery of
Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda
Síochána

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY [MONTH] OF 2026 BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 7 (the “Framework Client”) and

[Framework Member’s full legal name], of [address:] (the “Framework Member”)
(each a “Party” and together “the Parties”).

WHEREAS:

- A. By Request for Tenders entitled ‘Establishment of a multi-supplier Framework Agreement for the supply and delivery of Portable Dynamometer systems & associated Calibration and Maintenance Services to An Garda Síochána’ (the “**RFT**”) advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number XXXX 2026 dated [insert date] (“ the RFT”) the Contracting Authority invited tenders from economic operators (“**Tenderers**”) to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the “**Services**”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between the 19th of October 2026 and the 20th of November 2026 (the “**RFT Clarifications**”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Framework Member submitted a response to the RFT dated XX (“the **Submission**”). References to the Submission shall include any clarifications issued by the Framework Member in writing to the Contracting Authority between XX and XX (the “**Submission Clarifications**”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.
- C. The Contracting Authority and the Framework Member entered into a Framework Agreement on XX (the “**Framework Agreement**”). The Framework Agreement is incorporated by reference into this Agreement.
- D. In accordance with the Framework Agreement, by way of Supplementary Request for Tenders dated XX (“the **SRFT**”), the Framework Client invited responses from Framework Members for the provision of Services. References to the SRFT shall include any clarifications issued by the Framework Client via the messaging facility on www.etenders.gov.ie between XX and XX (the “**SRFT Clarifications**”). The SRFT (including the SRFT Clarifications) is hereby incorporated by reference into this Agreement.
- E. The Framework Member submitted a response to the SRFT dated the XX (the “**Response**”). References to the Response shall include any clarifications issued by the Framework Member in writing to the Framework Client between XX and XX (the “**Response Clarifications**”). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

Or

In accordance with the Framework Agreement, by way of a NASF dated XX 2026, the Framework Client invited a response under the rotation for the provision of Services. The NASF (including the NASF Clarifications) is hereby incorporated by reference into this Agreement. The Framework Member submitted a response to the NASF dated the XX 2026 (the “**Response**”). References to the Response shall include any clarifications issued by the Framework Member in writing to the Framework Client between XX and XX (the “**Response Clarifications**”). The Response (including the Response 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 Framework Agreement;
 - iii. The RFT;
 - iv. The NASF / SRFT;
 - v. The Submission;
 - vi. The Response.
2. The Framework Member agrees to provide the Services described in Schedule B (the Services and/or the “**Specification**”) to the Framework Client in accordance with this Agreement (“**Agreement**”). Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT, the SRFT/NASF, the Submission and the Response (the Specification).
3. Subject to the terms and conditions of this Agreement, the Framework Client agrees to pay to the Framework Member 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;
 - 4.1 The Framework Client’s Contact is XX, and
 - 4.2 the Framework Member’s Contact is [Framework Member contact name: to be completed on signing] of [Framework Member contact address: to be completed on signing].
5. This Agreement shall take effect on the date of this Agreement (“the **Effective Date**”) and shall expire on XX 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**”).
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.

If 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 disfavours any Party by virtue of the authorship of any of the provisions of this Agreement.
- 10.

SIGNED for and on behalf of the Framework Client _____ (being a duly authorised officer)	SIGNED for and on behalf of the Framework Member _____
Witness	Witness

Schedule A: Terms and Conditions

1. FRAMEWORK MEMBER'S OBLIGATIONS

- A. The Framework Member 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 Sub-contractors. The Framework Member shall require its agents and Sub-contractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Framework Member to its agents and Sub-contractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Framework Member shall:
1. provide the Services in accordance with the Specification, the RFT, the Framework Client's directions and the terms of this Agreement;
 2. obtain and comply with all licences, permits and authorisations necessary for the performance of the Services;
 3. provide the Services to the Framework Client at such places and at such times as the Framework Client or its duly authorised agents shall specify in this Agreement or otherwise;
 4. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Framework Client from time to time and notified to the Framework Member in writing;
 5. comply with all local security and health and safety arrangements as notified to it by the Framework Client;
 6. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law. The Framework Member 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;
 7. all take all necessary precautions to prevent injury or damage to any person or property on the Framework Client's premises and comply strictly with all relevant health and safety laws, regulations and codes of practice.
- C. The Framework Member is deemed to be the prime contractor under this Agreement, and the Framework member 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 Framework Member. The Framework Member as prime contractor under the Submission hereby assumes liability for its Sub-contractors and shall

ensure that its Sub-contractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B (1)-(7) above, to the extent that it or they are retained by the Framework Member. Subject to clause 14, the Framework Member shall notify the Framework Client as soon as possible of any changes to the name, contact details and legal representatives of its Sub-contractors.

- D. During this Agreement the Framework Member shall be an independent contractor and not the employee of the Framework 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 Framework Member are not and shall not hold themselves out to be (and shall not be held out by the Framework Member as being) servants or agents of the Framework Client for any purposes whatsoever.
- E. The Framework Client acknowledges that the Framework Member may from time to time be dependent on the Framework Client to facilitate the Framework Member in the carrying out of its duties under this Agreement. The Framework Client agrees to use its reasonable endeavours to so facilitate the Framework Member within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- F. The Framework Member agrees that any information relating to this Agreement and/or the performance of this Agreement may be passed by the Framework Client to the Office of Government Procurement (the “OGP”) and that the OFP may retain and use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- G. The Framework Member 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 Framework Member shall indemnify, save harmless and keep the Framework Client indemnified from and against any claim arising or loss or costs incurred because of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

2. KEY PERSONNEL

The Framework Member 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 Framework Member acknowledges that the Key Personnel are essential to the proper provision of the Services to the Framework Client. In the event that any of the Key Personnel assigned by the Framework Member to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Framework Member acknowledges and undertakes that it shall immediately notify the Framework 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 Framework Member shall provide to the Framework Client such details as the Framework Client may reasonably require in writing regarding any Replacement Personnel. The Framework Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

The Framework Client reserves the right to refuse to admit to, or remove from, any premises occupied by or on behalf of it, any Key Personnel whose admission or presence would, in the reasonable opinion of the Framework Client, be undesirable. The reasonable exclusion of any such individual from the premises of the Framework Client shall not relieve the Framework Member from the performance of its obligations under this Agreement.

The Framework Client reserves the right (in addition to any other rights or remedies which it may have under this Agreement or otherwise at law) to terminate this Agreement with immediate effect and without liability if it believes that the continued provision of the Services by such Key Personnel may compromise the safety or security of the Framework Client and or its employees.

The Framework Member shall ensure that Key Personnel are fully trained, qualified and competent to provide the Services and shall use its best endeavours to ensure that the Key Personnel are made aware of and comply with all relevant terms and conditions of this Agreement and all policies, rules, regulations and/or codes of conduct operated by or affecting the Framework Client from time to time. The Framework Member shall be liable, for all damage caused to persons or property, or any other losses caused by the default of its Key Personnel.

The Framework Member shall be solely responsible for: (i) paying all salaries, wages, benefits and other compensation that the Key Personnel may be entitled to receive in connection with the provision of the Services, (ii) paying and reimbursing all Key Personnel for all related travel, housing and other expenses which such Key Personnel may be entitled to receive in connection with providing the Services, and (iii) withholding and paying applicable Irish and foreign payroll taxes and contributions, including, but not limited to, Irish state and local income taxes, unemployment tax, worker's compensation insurance and disability tax, social insurance, pension contributions, or any other similar obligation.

2. THE GOODS

- A. The Contractor shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.
- B. Unless otherwise stated in the Specification:
 - 1. Where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client's vehicle.
 - 2. Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.
 - 3. The Goods shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular, the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and

adequate warnings.

4. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.
 5. The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.
 6. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.
- D. Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods 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 Goods and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

3. INSPECTION OF GOODS

- A. The Framework Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Framework Client of any rights or remedies in respect of the Goods and the Framework Client reserves the right to reject the Goods in accordance with clause 3B.
- B. The Framework Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Framework Client of such Goods. If the Framework Client rejects any of the Goods pursuant to this clause the Framework Client may (without prejudice to other rights and remedies) either:
1. treat the Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Framework Client in obtaining other Goods in replacement provided that the Framework Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods.

Or

2. have such Goods promptly, and in any event within [insert number] calendar days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.
- C. Rejected Goods shall be removed by the Contractor from the Framework Client within 14 calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within 14 calendar days of such notification, the Framework Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Framework Client at the risk of the Contractor. Any costs incurred by the Framework Client relating to such disposal shall at the option of the Framework Client be borne by the Contractor.
- D. For the avoidance of doubt, the Framework Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 3B.
- E. The issue by the Framework Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Framework Client's acceptance of them.
- F. The Contractor hereby guarantees the Goods for 14 from the date of delivery (the "Guarantee Period") against faulty materials or workmanship. The Framework Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Framework Client may have) promptly remedy such defects (whether by repair or replacement as the Framework Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

4. PAYMENT

- A. The Goods ordered under this Agreement shall be delivered to any location specified by the Framework Client, in Ireland, without limit to the number of locations, in the quantities and by the dates specified in the orders, unless otherwise stated. Any extension of the delivery time shall not constitute a general waiver or acquiescence on the part of the Framework Client. All such Goods shall be delivered free of encumbrances or retention of title clauses or similar provision. The Charges quoted shall be based on the understanding that the Goods are to be delivered carriage paid to the various locations as specified in the order, along with the necessary delivery documentation. Pending such delivery, the Goods shall remain at the risk of the Contractor.
- B. Title shall pass to the Framework Client on payment for the Goods.

5. PAYMENT

- C. Subject to the provisions of this clause 3 the Framework 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.
- D. Discharge of the Charges is subject to:
1. Compliance by the Framework Member 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 Framework Member of a valid invoice and such supporting documentation as may be required by the Framework Client from time to time. Any Framework Member pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Framework 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 Framework 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 Framework Client or upon such deemed acceptance the invoice shall be payable by the Framework Client. Payment is subject to any rights reserved by the Framework Client under any other provision of this Agreement; and
 4. The Framework Client being in possession of the Framework Member's current Tax Clearance Certificate. The Framework Member shall comply with all applicable EU and domestic taxation law and requirements.
- E. 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.
- F. Wherever under this Agreement any sum of money is recoverable from or payable by the Framework Member (including any sum which the Framework Member is liable to pay to the Framework 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 Framework Member under the Agreement or under any other agreement or contract with the Framework 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.
- G. The Charges shall include all costs or expenses incurred by the Framework Member, its employees, servants and agents in the performance of its obligations under this Agreement.

The Framework Member shall not be reimbursed any costs or expenses incurred by it, or its Key Personnel while providing the Services unless, these are agreed in advance and in writing by the Framework Client. Any permitted expenses which are claimed must be properly vouched and supporting documentation shall be provided as a condition of payment.

- H. The Charges shall be discharged as provided for in this clause subject to the retention by the Framework Client in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Framework Member. All taxes applicable to the provision of the Services will be the sole responsibility of the Framework Member and the Framework Member so acknowledges and confirms.

6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Framework Member acknowledges, warrants, represents and undertakes that:
1. it has the authority and right under law to enter, 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 can assume those risks;
 3. it is entering into this Agreement with a full understanding of its obligations regarding taxation, employment, social and environmental protection and can assume and fulfil 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 Framework Member;
 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 6. it shall perform the Services with all due care, skill and diligence;
 7. all Key Personnel involved in performing the Services are qualified, trained, suitably experienced and competent professionals who shall comply with all professional body guidelines and protocols;
 8. all Services supplied to the Framework Client hereunder are supplied free of encumbrance and shall not infringe any patent, trademark or other intellectual property of any third party;
 9. all Services supplied comply with all applicable regulatory and statutory requirements European or Irish standards (whichever is the higher) and any certification where applicable and any specifications or requirements of the Framework Client, agreed with the Framework Member in advance; and
 10. 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 Framework Client to obtain the benefit of the Services for its business purposes;
 11. The Framework Client shall be under no obligation to purchase any minimum number or value of Services; and
 12. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Framework Member undertakes to advise the Framework 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 Framework Member shall carry out all directions of the Framework Client regarding compliance with this clause 4 A.14.

- B. The Framework Member undertakes to notify the Framework Client forthwith of any material change to the status of the Framework Member regarding the warranties, acknowledgements representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Framework Client with regard thereto which may include termination of this Agreement.

7. REMEDIES

- A. The Framework Member shall be liable for and shall indemnify the Framework Client for and in respect of all and any losses, claims, demands, damages or expenses which the Framework Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, breach of warranty, breach of statutory duty, insolvency, recklessness, bad faith, wilful default or fraud of the Framework Member, its employees, Sub-contractors or agents or any of them or as a result of the Framework Member'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 Framework Member'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 Framework Client find itself obliged to order elsewhere in consequence of the failure of the Framework Member to deliver Services, the Framework Client shall be entitled to recover from the Framework Member any excess prices which may be paid by the Framework 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. If for any reason the Framework Client is dissatisfied with the performance of the Framework Member, a sum may be withheld from any payment otherwise due calculated as follows:

20% of the Charges (the "**Retention Amount**") which Retention Amount shall not at any given time exceed 100% per cent of the Charges. In such event the Framework Client shall identify the particular Service 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 Framework Client or resolution of outstanding queries. The Framework Client shall hold the Retention Amount on behalf of the Framework Member but without any obligation to invest. The terms of this clause 5E shall be without prejudice to and not be in substitution for any remedy of the Framework Client under this Agreement.
- F. Time of delivery shall be of the essence and if the Framework Member fails to deliver the

Services within the time period promised or specified in the Specification, the Framework Client may by notice in writing to the Framework Member's Contact release itself from any obligation to accept and pay for the Services and terminate this Agreement in either case without prejudice to any other rights and remedies of the Framework Client.

8. 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 Framework Member or the Framework Client independently of this Agreement, and any IPR in Framework Member'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 Framework Client and the Framework Member so acknowledges and confirms. For the avoidance of doubt the Framework Member 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 Framework Client absolutely.
- D. The Framework Client grants to the Framework Member a royalty-free non-exclusive licence to use the Framework Client's Pre-existing IPR for the Term to the extent necessary to enable the Framework Member 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 Framework Member 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 Framework Member from providing services like the Services to any party other than the Parties hereto. In no event shall the Framework Member 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 Framework Member 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 Framework Client shall be vested with all necessary rights so as to enable the Framework Client to enjoy the benefit of the Services for its business purposes). The Framework Member hereby indemnifies the Framework Client and shall keep and hold the Framework 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 Framework Client for and in respect of any such breach, the Framework Member shall at its expense and option:

- (i) procure the necessary rights for the Framework 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 Framework Member cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Framework Client's Charges paid for such deliverable less a reasonable amount for the Framework 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 Framework Client as a result of the breach.

- H. Upon the termination of this Agreement for whatever reason, the Framework Member shall immediately deliver up to the Framework 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.

9. 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 Framework Client by request of any person or body or authority whose request the Framework Client or persons associated with the Framework 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 Framework Member undertakes to comply with all reasonable directions of the Framework Client with regard to the use and application of all and any of its Confidential

Information and shall comply with the Confidentiality Agreement between the Framework Member and the Contracting Authority dated XX and entered into pursuant to clause 13.2 of the Framework Agreement (“**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 Framework Member acknowledges that the security of the State and its information is of paramount importance to the Framework Client. Accordingly, the Framework Member confirms that it will, if requested by the Framework Client, from time to time, submit full personal details (including those of Sub-contractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Framework Member further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Framework Member shall comply with all reasonable directions of the Framework Client arising therefrom.
- D. In circumstances where the Framework 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 Framework Client receiving a request for information related to this Agreement, the Framework Client shall consult with the Framework Member in respect of the request. The Framework Member shall specifically 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 Framework Client will, where possible, consult the Framework Member about this confidential or commercially sensitive information before deciding on any request received under the above legislation. The Framework Client 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 because of such obligations. The Framework Member acknowledges that the right of access to this Agreement and its associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

10. 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 Framework Member (or Sub-contractor 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 ten calendar days either Party may terminate at fourteen days' notice.

D. In circumstances where the Framework Member is the Affected Party, the Framework 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 fulfilled by the Framework Member in accordance with the terms and conditions of this Agreement.

11. TERMINATION

A. This Agreement may be terminated by the Framework Client, without liability for compensation or damages, by serving thirty days written notice to the Framework Member. This Agreement may be terminated by the Framework Member, without liability for compensation or damages, by serving three months' written notice to the Framework 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 thirty days after receipt of a request in writing from the other Party;
2. if the other Party becomes insolvent, becomes bankrupt, enters 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 because of debt, or an event having an equivalent effect;
3. in circumstances where the Framework Client becomes aware of any conflict of

interest on the part of the Framework Member which cannot, in the opinion of the Framework Client, be removed by other means; and

4. in circumstances where the Framework Client becomes aware of any registrable interest on the part of the Framework Member.
- C. 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.
- D. If requested by the Framework Client, the Framework Member 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 Framework Client ("**Employment Information**"). The Framework Member agrees that the Framework 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.

12 CONTRACT MANAGEMENT

- A. The Framework Client's Contact and the Framework Member'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 Framework Client from time to time. If requested in writing by the Framework Client the Framework Member shall meet formally with the Framework Client to report on progress and shall comply with all written directions of the Framework Client.
- B. The Framework Member agrees to:
 1. liaise with and keep the Framework Client's Contact fully informed of any matter which might affect the observance and performance of the Framework Member's obligations under this Agreement;
 2. maintain such records and comply with such reporting arrangements and protocols as required by the Framework Clients from time to time;
 3. comply with all reasonable directions of the Framework Client; and
 4. comply with the service levels and key performance indicators set out in the Framework Agreement (Appendix 1).
- C. The Framework Client or its authorised representative may inspect the Framework Member'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 Framework Member shall comply with all reasonable directions of the Framework Client thereby arising. The cost of inspection shall be borne by the Framework Client.

13. 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 XX within the Framework Client respectively.
- C. If the Dispute has not been resolved within fifteen 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 days from the date of the proposal to appoint a Mediator or within twenty-one days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland 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 Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator, and the location of the mediation shall take place in Dublin. 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 Framework Member shall always comply fully with the requirements of the Agreement.

14. 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.

15. 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.

16. ASSIGNMENT AND SUBCONTRACT

The Framework Client shall have a right to assign this Agreement. The Framework Member shall not have a right to assign this Agreement, without the prior written consent of the Framework Client.

The Framework Member shall not sub-contract any aspect of the provision of Services to any third party without the prior written consent of the Framework Client. If the Framework Client does consent to a sub-contractor, the Framework Member shall remain fully responsible for the provision of the Services and the acts and omissions of that sub-contractor as if they were its own. The Framework Member shall also maintain during the Term and for six years thereafter records and documentation relating to the sub-contractor and the Services provided by it and shall make same available to the Framework Client upon request.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, 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.

18. 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.

19. 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.

20. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Framework Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

21. 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 Framework Member without the prior written consent of the Framework Client.

22. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Framework Member confirms that it has carried out a conflict-of-interest check and is satisfied that neither it nor any Sub-contractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Framework Member hereby undertakes to notify the Framework 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 Framework Client's directions in respect thereof. In the event of such notification, the Framework 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 Framework Member (and any Sub-contractor or agent as the case may be) and the Framework Client must be fully disclosed to the Framework Client immediately upon such information becoming known to the Framework Member (Sub-contractor or agent as the case may be) and the Framework Member shall comply with the Framework Client's directions in respect thereof, to the satisfaction of the Framework Client. In the event of such disclosure, the Framework 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 and 2001 (as amended) a copy of which is available on request.
- C. The Framework Member 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 Framework Member, any Sub-contractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Framework 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 Framework Member of the amount or value of any such gift, consideration or commission.

23. ACCESS TO PREMISES

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

24. EQUIPMENT

- A. The Framework Member shall provide all equipment and materials necessary for the provision of the Services ("**Equipment**").
- B. All Equipment brought onto the Framework Client's premises shall be at the Framework Member's own risk and the Framework Client shall have no liability for any loss of, caused by or damage to any Equipment. The Framework Member shall provide for the haulage or

carriage thereof to the Framework 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 Framework Member.

- C. The Framework Member shall maintain and store all items of Equipment within the Framework Client's premises in a safe, serviceable and clean condition.
- D. The Framework Member shall, at the Framework Client's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Framework Client's premises any Equipment which in the reasonable opinion of the Framework Client 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 Framework Member shall remove the Equipment used by the Framework Member to provide the Services and shall leave the Framework Client's premises in a clean, safe and tidy condition. The Framework Member is solely responsible for making good any damage to the Framework Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Framework Member or any of its employees or Sub-contractors.

25. NON-SOLICITATION

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

26. 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 Framework Member or the Framework 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 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. If 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 Framework Member and the Framework Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether the variation is implemented. If the Framework Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services, then the Framework Member 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.

27. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

- (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality

and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Framework Member
 - 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 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 2026 BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 7, (hereinafter “the Contracting Authority”) of the one part;

and

[Framework Member's legal name] of [Framework Member's address] (hereinafter called “the Framework Member”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled ‘Multi-Supplier Framework Agreement for the provision of Painting & Installation Works for Public Facing Reception Areas in Garda Stations’ (the “**RFT**”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods and Services described in Appendix 1 to the RFT (the “**Goods and Services**”) (“the Competition”). The Framework Member submitted a response to the RFT dated XX.

The Framework Member and the Contracting Authority have entered into a framework agreement dated XX (“the **Framework Agreement**”).

- B. For the purposes of the tender process referred to in the RFT (the “**Competition**”), the Framework Agreement and any subsequent contract or contracts awarded thereunder (if any) (the “**Contract(s)**”) certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Framework Member. 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 Framework Member) as follows:

1. The Framework Member 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, audio-recorded 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 and Services under the Contract and all and any information supplied or made available to the Framework Member (to include employees, agents, Sub-contractors and other suppliers) for the purposes of the Framework Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 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**” for the purposes of this RFT shall mean data protection and information privacy laws of Ireland and the European Union including but not limited to:

- (a) General Data Protection Regulation (EU) 2016/679;
- (b) Directive 2002/58/EC of the European Community (“GDPR”);
- (c) the Data Protection Acts 1988 to 2018;
- (d) any relevant amendments, transpositions, successors or replacements to those laws referred to at (a), (b) or (c) in force from time to time;
- (e) any national implementing legislation, secondary legislation (including European Commission decisions), and binding EU and national guidance; and
- (f) any other applicable data protection laws of any other jurisdiction.

4. Save as may be required by law, the Framework Member 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, Sub-contractors and other suppliers on a need-to-know basis; and/or
 - ii to the Framework Member’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 Framework Member

PROVIDED ALWAYS that the Framework Member 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 Framework Member’s possession (with full right to disclose) before receiving it from the Contracting Authority, as applicable; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Framework Member 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 Framework Member undertakes:

- 6.1 to comply with all directions of the Contracting Authority regarding 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 Framework Agreement 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 Framework Member in electronic form. The Framework Member will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt the term 'document' includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Framework Member shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Framework Member so acknowledges and confirms.
8. The Framework Member shall, in the performance of the Framework Agreement and any 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, as applicable, and in the manner agreed in writing between the Parties.
9. The Framework Member agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.
10. The Framework Member agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Framework Member 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 Framework Member 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 Framework Member 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 Framework Member, 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 Framework Member 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 Framework Member 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 Framework Member complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Framework Member 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 Framework Member 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 Framework Member 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 Framework Member 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 Framework Member is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Framework Member to store the Personal Data.
- I. The Framework Member 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 Framework Member'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 Framework Member in any way for the provision of the services. The Framework Member shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Framework Member shall fully comply with and implement policies which are communicated or notified to the Framework Member by the Contracting Authority from time to time.
- K. The Framework Member 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 Framework Member 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 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 Framework Member or any Sub-Framework Member, promptly restore the Personal Data at its own expense or, at Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

SIGNED for and on behalf of the Contracting Authority (being a duly authorised officer)	SIGNED for and on behalf of the Framework Member
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection ¹

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Framework Member
 - 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
