INVITATION TO TENDER DOCUMENT

OPEN PROCEDURE

SINGLE PARTY FRAMEWORK

FOR

THE SUPPLY AND DELIVERY OF STARTING STALLS TO HRI RACECOURSES

(MAXIMUM POTENTIAL DURATION: 4 YEARS)

DEADLINE DATE FOR RECEIPT OF TENDERS: FRIDAY 27th NOVEMBER 2026 AT 3PM (LOCAL TIME)

The estimated value of this framework agreement is approximately €450,000 for the initial requirement including parts. At the moment there is no further requirement.

The maximum value of this framework agreement will not exceed €1,500,000.

Please note that all information relating to this competition, including clarifications and addenda, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. The Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties

DISCLAIMERS

All information contained in this Invitation to Tender (hereinafter "ITT") document is provided in the strictest confidence and has been made available solely for the purpose of facilitating the production and submission of tenders. No party may disclose the contents of this document without the express permission of Horse Racing Ireland and Subsidiaries (hereinafter the "Contracting Authority").

Tenderers are recommended to read the ITT document thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is factually correct, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in this document or otherwise provided by or on behalf of the Contracting Authority, in writing or otherwise, to any interested party or its advisers.

No responsibility or liability for any loss or damage arising as a result of reliance on this document, or for the information contained in this document, or for any omission, is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this ITT and may wish to consult their legal advisers.

The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This ITT does not constitute an offer or commitment to enter into a Framework Agreement.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement 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 reserves the right to discontinue the procurement process at any time.

The award of a Framework Agreement does not confer exclusivity on the successful tenderer.

This ITT 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.

Without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of tender submissions with missing or incomplete information. Therefore, tenderers are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

Please note in relation to this ITT document; where reference is made to a particular make, source, process, trademark, type or patent that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

CHECKLIST FOR TENDER SUBMISSIONS

In order to allow the Contracting Authority to fully evaluate completed tender submissions, tenderers are advised to ensure that their responses include all of the following information:

1.	All information required under each eligibility criterion (Section 4) **or** the completed Form of Self Declaration (Appendix 3)	
2.	All information required under each award criterion (Section 4)	
3.	The completed and signed Form of Tender (Appendix 1)	
4.	Any other information requested in this document	

This checklist has been provided for guidance purposes only and the Contracting Authority accepts no responsibility for omissions of any description. Tenderers are advised to read this Invitation to Tender document and its appendices in full in order to provide a comprehensive and compliant response.

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1. INTRODUCTION

1.1 About the Contracting Authority

Horse Racing Ireland (HRI) was established by the Irish Government under the Horse and Greyhound Racing Act 2001 and the Irish Horseracing Industry Act 1994. It is a commercial semi-state body that is responsible for the administration, promotion and development of Horse Racing in Ireland. HRI subsidiaries include Irish Thoroughbred Marketing Ltd (ITM), Tote Ireland Ltd and HRI Racecourse Division consisting of Leopardstown Club Ltd, Fairyhouse Club Ltd., Navan Races Ltd and The Tipperary Race Co Plc, as well as a holding interest in Cork Racecourse. HRI Headquarters are located in Ballymany, Newbridge, Co Kildare.

Cork Racecourse Mallow and Curragh Racecourse Limited while not subsidiaries of Horse Racing Ireland, are closely affiliated with HRI and may avail of this framework. The Contracting Authority reserves the right to use this framework for any other business venture or industry body in which it is involved.

The Irish Horseracing Regulatory Borad (IHRB), while not an associate of HRI, may avail of this framework.

1.2 The Open Procedure

The Contracting Authority is employing the open procedure to award this Single Party Framework Agreement under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). In accordance with the provisions governing the conduct of the open procedure, any interested economic operator may submit a tender in response to this ITT.

In the first instance, the self-declaration form (Appendix 3 – *Form of Self Declaration*) will be reviewed for its completeness. Tenderers meeting this requirement will then be assessed against the award criteria, rules and weightings contained in Section 4 – *Specification Requirements* of this document in order to identify the most economically advantageous tender. The tenderer with the most economically advantageous tender will be requested to submit evidence in order to be validated against the eligibility criteria and rules contained in section 4 of this document

1.3 About the Single Party Framework

(a) General

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. In the context of a single-party framework agreement, the successful framework member does not have to compete for each new contract. It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion; particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the Contracting Authority has adopted a framework agreement approach to the procurement of the required services in order to leverage efficiencies and maximise cost savings over a four-year period.

(b) Duration of the Framework Agreement

This framework agreement will have a maximum potential duration of four (4) years. In the first instance, it is anticipated that a contract of two (2) year duration with an option to extend on an annual basis up to a maximum of four (4) years will be entered into with the successful tenderer emerging from this competitive process. Following the expiry of the initial two (2) year contract, matters such as the successful tenderer's performance and the continued strategic appropriateness of the framework agreement will be assessed by the Contracting Authority in determining whether or not subsequent contracts will be placed over the lifetime of the agreement. It is envisioned that any and all extensions awarded will be for a period of at least one year; however, the precise duration of any extension will depend upon the nature of the Contracting Authority's requirements at that point in time. The Contracting Authority confirms that the period of any contracts awarded under the Framework Agreement may extend beyond the date of expiry of the Framework Agreement.

The maximum potential duration of the single party framework is four (4) years. However, the contract may be terminated at any point in time in accordance with HRI's terms and conditions of the single party framework, a draft version of which is contained at Appendix 4 of this Invitation to Tender document.

Admission to the Framework Agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement Terms & Conditions, as appended at Appendix 4 of this ITT document. Tenderers are required to confirm their acceptance of the Terms and Conditions of the Framework Agreement by signing the Tenderer's Statement at Appendix 1 – *Form of Tender*. Tenderers may not amend the Framework Agreement.

(c) Award to Runner-up

In the event that, following the award of this framework, the successful tenderer cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the framework to the next highest-ranked tenderer emerging from this competitive process at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to terminate the agreement and commence a new competitive process.

(d) Termination

Once established, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version of which is contained in Appendix 4 of this document.

(e) Consortia and Prime / Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a tender in response to this ITT document, 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 submission, and clearly set out the contact

details including name, title, telephone number, postal address, and e-mail address of the nominated entity authorised to represent the tenderer and to whom all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of the Framework Agreement, the successful tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2. SPECIFICATION OF REQUIREMENTS

Horse Racing Ireland (HRI) is seeking to purchase new Starting Stalls from suitably qualified suppliers for use at numerous racecourses over the Flat Racing Calendar. This framework maybe used for the supply of Starting Stalls for Horse Racing Ireland and its affiliates / associates, for up to 20 racecourses in the Republic of Ireland.

The New Starting Stalls Must:

- Afford all horses the opportunity of an even break when at the start of a race (the starting stall gates must open simultaneously (all together without any delay) which will allows all horses a fair and even break (start) to each race).
- Be capable of being easily transported around the country by road in accordance with HRI's requirements (The starting stalls may be used at more than one racecourse and therefore would be loaded onto a truck with a low loader trailer. HRI has a dedicated contractor employed to transport the starting stalls. The stalls will be transported on public roads; however, they will not be towed, and specialist tie down facilities will not be required.)

2.1 Racecourses

It is anticipated that this framework agreement may be utilised to provide Starting Stalls to approximately 20 racecourses in the Republic of Ireland.

2.2 Sizes

Over the lifetime of the framework HRI may have the requirement for the following size staring stalls:

- 6 bay starting stall
- 7 bay starting stall
- 9 bay starting stall
- 10 bay starting stall
- 12 bay starting stall
- 14 bay starting stall
- 16 bay starting stall

Please note; it is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies from a particular economic operator.

It is envisaged that the initial requirement will be 2no 16 bay starting stall for Tipperary Racecourse. While there is no immediate further requirement, the framework will remain open for any future requirements that may appear over the 4 year duration.

2.3 Starting Stalls Minimum Requirements

Regardless of the bay size the new Staring Stalls starting stalls must consist of front and rear gates with the following capabilities:

- An opening mechanism: A single "open release" button is required to open all gates simultaneously at the beginning of a race.

- Loading: As each horse enters head-on through the rear gate the back doors are securely closed behind manually, keeping the horse enclosed behind the front gates.

The Stalls must also at a minimum have the following functional requirements:

- Non-invasive tyres to protect racetrack surface from wheel damage when positioning and manoeuvring starting stalls
- Manual steering fitted to one end and power steering fitted to one end
- Applicable components to enable two or more starting stalls to be connected together and to operate simultaneously
- Be capable of loading horses out of sequence
- Width of each bay within stall – 661mm (approx. 26 inches)
- A minimum length of each bay within stall (measuring from the centre point of the front gates closed to the centre point of the back gates closed) of 2500mm (approximately 98.5 inches).
- A minimum front gate size 571.5mm x 1295.4mm (approximately 22.5 inches by 51 inches)
- Self-aligning front gate catches to prevent gate malfunction in the event of misalignment on uneven ground
- Self-adjusting hinges
- A safety mechanism in the form of a cut-off switch/lever to enable the race to be started manually in the event of a system failure
- Stall numbers to show large numbers on the from and smaller numbers on the back, with a hole cut in the number plate holder to allow the number to be viewed from the back
- All bays with safety padding
- Signage board to allow for rapid changes of sponsorship information 60cm (24 inches) x length of starting stall)
- High-grade galvanised steel finished with appropriate primer and protected twin pack paint or equivalent, with all welded joints re-galvanised or galvanised brushed
- Service manuals provided in English
- Wiring diagrams provided in English

2.3 Starting Stalls - Optional Requirements

At the discretion of HRI, the purchase of used or reconditioned Staring Stalls may be facilitated through a separate competition or through this agreement. The Contracting Authority may avail of additional requirements relating to Starting Stalls throughout the lifetime of the agreement, and may request the following additional options for the starting stalls:

- One axle with Hydraulic steering to ease manoeuvrability (axle to be advised prior to order).
- A Wide Axle/Narrow Axle interlocking system to allow optimum runners on minimum space of ground (At one end of the starting stall a wider wheelbase may be requested which will facilitate the narrow end of an additional stall to allow the stalls to interlink to on a minimum ground width, thus reducing the gap between and last bay on the first stalls and the first bay on the second set of stalls).

2.4 Emergency Functionality Requirements

The new starting stalls must have at the minimum the following Safety aspects:

- Back gates with an emergency release design for expedient opening even against the weight of horse
- Safety padding custom moulded for a precise fit
- Manual steering fitted to both ends of the starting stall to enable the starting stall to be towed from either end in the event of an emergency

2.5 Spare Parts Requirements

The new starting stalls must have a spare parts package to include but not limited to the following:

- Front gates
- Back gates
- Gate stoppers
- Sucker Cups
- Front gate latches and opening rods
- Roller catches
- Locking Arms
- Overhead Springs
- Kingpins
- Axles
- Starter lead and buttons (12 meters long)
- Steering Rods
- Back gate latches
- Back gate latch brackets
- Solenoids
- Any other original spare parts as requested by the Contracting Authority.

2.6 Delivery

The successful framework member will be responsible for delivering the required stalls to a nominated international ferry port in the Republic of Ireland.

Delivery Liability and taking of ownership.
Any damage incurred during delivery will be the full responsibility of the supplier until HRI have formally taken ownership of the starting stalls (Delivered Duty Paid). This will be at the designated delivery destination after sign-off from an appropriate HRI officer. Any defects identified by HRI's Officers must be rectified within two weeks.

The Delivery of Spare parts will be to a nominated address in the Republic of Ireland. Parts must be delivered within one week of the Contracting Authorities request for parts.

Careful consideration must be given to transportation and packing methods to ensure compliance with all national safety and health requirements.

2.7 Warranties

All Starting Stalls provided under this framework must be governed by a minimum a 60-month warranty, commencing on the date of delivery, covering parts and labour. In the event that repairs conducted under this warranty involve the transporting of parts to and from a manufacturer's service centre, the cost of such transport will be borne by the successful framework member.

All spare parts provided under this framework must be governed by a minimum a twelve -month warranty, commencing on the date of delivery.

2.8 Assembly and Supervision

Details must be provided to indicate if stalls will require self-assembly on delivery or if they will be delivered assembled. If stalls require self-assembly, the successful framework operator is to supply an engineer for the supervision of assembly in the Republic of Ireland. This will be at no additional cost to the Contracting Authority.
Careful consideration must be given to assembly methods to ensure compliance with all national safety and health

2.9 Ownership Manual and Documents

Comprehensive operational, ownership and service manuals associated with the machine, in hard or soft copy, must be provided by the successful tenderer upon delivery of the stalls.

Documentation must include evidence of stalls regular maintenance to manufacturer's instructions.

2.10 Continuity of Supply

The requirements outlined in this specification are required to be reliably available for purchasing throughout the entire duration of the agreement. Tenderers are therefore required to ensure continuity of supply of the proposed solution including all parts, ensuring consistency of goods.

3. INSTRUCTIONS TO TENDERERS

3.1 Compliance With Instructions to Tenderers

Tenderers are required to comply with these Instructions to Tenderers when preparing their tender submissions. By submitting a tender, each tenderer acknowledges and agrees to be bound fully by these Instructions to Tenderers. Non-compliance with these instructions may, and in stated circumstances shall, invalidate the submitted tender, subject always to the discretion of the Contracting Authority. The decision of the Contracting Authority in relation to compliance with these Instructions to Tenderers is final and binding.

3.2 Ambiguities, Discrepancies, Errors or Omissions in the ITT Document

If you consider that you are missing any documents or information, the absence of which would preclude you from submitting a comprehensive tender, or should you become aware of any ambiguity, discrepancy, error or omission in this ITT document, please raise the matter via the messaging portal via eTenders as soon as possible.

A tenderer who has not provided a complete response in accordance with the requirements of this ITT document may be eliminated from the competition unless the Contracting Authority considers, in its reasonable opinion, that the incompleteness or lack of compliance is clerical, administrative or otherwise minor in nature. The Contracting Authority reserves the right to allow tenderers to complete their response in these circumstances.

3.3 Queries

All queries regarding this competition should be submitted through the eTenders website (www.etenders.gov.ie). Queries submitted by any other means may be ignored by the Contracting Authority at its discretion. All responses to queries will be posted on the eTenders website (www.etenders.gov.ie). The closing date for receipt of such queries is COB on **Monday 16th November 2026**. Any queries submitted after the closing date for such queries may be ignored by the Contracting Authority at its discretion. In all circumstances, the Contracting Authority reserves the right to issue clarification responses to all tenderers at any stage when it believes, at its sole discretion, that the clarification should be issued to all tenderers. The following additional conditions govern the submission of queries:

(a) No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this ITT document. Any such approach may, at the absolute discretion of the Contracting Authority, result in the elimination of the tenderer in question from this competition.

(b) The Contracting Authority will endeavour to respond to all reasonable queries received but does not undertake to respond to all queries indiscriminately. In particular, queries seeking interpretation of this ITT document may not result in a response.

(c) In the event that a tenderer considers a query confidential or commercially sensitive, it must mark the query accordingly. If the Contracting Authority considers, at its absolute discretion, that the query or related response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be held as confidential, subject to the Contracting Authority's obligations under law.

(d) If the Contracting Authority is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the tenderer accordingly and require the tenderer to either withdraw the query or agree to its release, accompanied by a response, to all tenderers.

3.4 Qualification Of Tenders

Please note that qualifications to a tender submission may render the tender submission invalid.

3.5 Tender Submission

The deadline date and time for receipt of tenders is **Friday 27th November 2026** at 15.00 (local time). The completed tender submission, which is to include all information identified in the Checklist for Tender Submissions at the outset of this document, can be submitted via the electronic post-box available on www.etenders.gov.ie. Please note for tender submissions, the tenderer can upload a total of 500MB of files, with any individual file being up to 250MB. Tenderers are advised to allow for upload time. The Contracting Authority is not responsible for the corruption in electronic documents. It is the tenderer's responsibility to ensure that the submitted electronic documents are not corrupt. Please be advised that hard copy tender submissions will not be permitted at this time.

The tenderer is fully responsible for the safe and timely delivery of the tender submission to the correct address. E-mailed, faxed, posted or late tenders will not be considered unless exceptional circumstances allow for it.

Tenderers must use the Form of Tender which is appended at Appendix 1 – *Form of Tender* of this ITT document.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this competition in their tender submission. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

3.6 Extension Of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to revise the deadline date for receipt of tender submissions by giving notice in writing to tenderers at any point up to deadline date contained in this ITT document.

3.7 Notice Of Addenda

The Contracting Authority reserves the right to update or alter the information contained in this document at any time, but not later than seven (7) days before the deadline date for the receipt of tender submissions. Any such notification will automatically become part of this ITT document.

3.8 Modifications To Tenders (Prior to Deadline Date for Receipt of Tenders)

Modifications to tender submissions will be accepted in the form of supplementary information and/or addenda, provided they are submitted via eTenders website before the deadline date for the receipt of tender submissions.

3.9 Cost Of Preparation of Tender Submissions

The Contracting Authority will not be liable for any costs incurred by tenderers in the preparation and submission of tenders and/or any associated work effort or costs (legal or otherwise) arising as a result of participation in this competition, regardless of the outcome or conduct of the competitive process.

3.10 Clarification Of Abnormally Low Tenders

In the event that the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter, the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender submission in question.

3.11 Tender Validity Period

To allow sufficient time for tender assessment, a tender validity period of twelve months is required, commencing on the deadline date for receipt of tender submissions.

3.12 Currency

Tender prices and any other financial information must be submitted in Euro (€) only. All invoices and payments will be in Euro (€) only and shall be in accordance with the terms agreed with the Contracting Authority. All pricing under the Framework Agreement shall be quoted exclusive of VAT.

3.13 Confidentiality

The distribution of this ITT document is for the sole purpose of obtaining tender submissions as referred to therein. The distribution of this ITT document does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documentation provided in connection with this competition as private and confidential. All documentation, data, statistics, drawings, information, patterns, samples or materials disclosed or furnished by the Contracting Authority must be returned immediately to the Contracting Authority upon cancellation or completion of this competition if so requested by the Contracting Authority. Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from tenderers is not disclosed to third parties, subject always to its obligations under law and the applicable provisions of the Freedom of Information Acts.

In this regard, tenderers are asked to consider if any of the information supplied by them in response to this ITT document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in a tender submission.

The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this ITT document or in the course of any Framework Agreement awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, European Procurement Directives and all Irish procurement legislation and guidance.

The Contracting Authority accepts no liability whatsoever in respect of any information provided that is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

3.14 Conflict Of Interest

Any conflict of interest involving a tenderer must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Any registrable interest involving the tenderer and the Contracting Authority, or employees of the Contracting Authority or their relatives, must be fully disclosed in the tender submission. In the event that the tenderer becomes aware of the conflict of interest only after a tender submission has been made, the conflict of interest must be immediately disclosed to the Contracting Authority. The terms 'registrable interest' and 'relative' will be interpreted in accordance with Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate the award of any framework agreement, depending upon when the conflict of interest is made known to the Contracting Authority.

3.15 Tax Compliance

The award of any Framework Agreement resulting from this competition will be contingent upon the successful tenderer's compliance with all EU and Irish tax law. The continued operation of any Framework Agreement entered into as a result of this competition will be contingent upon the successful tenderer maintaining tax compliancy for the entire duration of the Framework Agreement Prior to the award of a Framework Agreement, the successful tenderer is required to supply its Tax Reference Number and Access Number to facilitate online verification of its tax status by the Contracting Authority. By supplying these Tax numbers, the successful tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful tenderer to verify its tax clearance position online. Alternatively, a valid tax clearance cert may be provided to the Contracting Authority for verification purposes.

3.16 Insurances

The award of any Framework Agreement resulting from this -competition will be contingent upon the successful tenderer's implementation of the forms and levels of insurance specified in the qualification questionnaire contained in this ITT document. The continued operation of any Framework Agreement entered into as a result of this competition will be contingent upon the successful tenderer maintaining the required forms and levels of insurance for the entire duration of the Framework Agreement. A formal confirmation of the tenderer's Insurance company or broker will be requested from the successful tenderer(s) prior to the award of (and shall be a condition of) any Framework Agreement.

The successful tenderer will during the term of the Framework Agreement, 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

3.17 National Legislation

Tenderers are advised that national and EU legislation applies in respect of matters such as employment, working hours, official secrets, data protection and health and safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectorial agreements in preparing tender submissions. Moreover, tenderers are advised that the laws of Ireland will govern this

competition. Both this competition and any resulting Framework Agreement will be subject to the exclusive jurisdiction of the Irish courts.

3.18 Determination Of Responsiveness

After opening tender submissions, the Contracting Authority will determine whether each tender submission is substantially responsive to the requirements of this ITT document. If a material deviation exists that limits in any substantial way the Contracting Authority's rights or the tenderer's obligations under any Framework Agreement to be awarded, the tender submission shall be rejected.

3.19 Clarification Of Tenders

To assist in the evaluation and associated comparison of tender submissions, the Contracting Authority may ask tenderers to clarify and supplement certain aspects of their tender submissions, including financial proposals. A request for such clarifications should not be construed as an indication of success in the competition.

3.20 Payment

The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is Electronic Funds Transfer. Therefore, in order to be set up on the Contracting Authorities payment system the winning tenderer must provide bank details on bank headed paper, dated within the previous 3 months, detailing the following: Account name and address, Account IBAN and BIC. Electronic screen shots will not be considered. By submitting a tender, the tenderer agrees to provide this information on request if successful.

3.21 Award To Runner-Up

If, having entered into a Framework Agreement as a result of this competition, the Contracting Authority deems that the successful tenderer cannot adequately deliver the required products, the Contracting Authority reserves the right to award the Framework Agreement to the next highest-scoring tenderer identified through the evaluation of tender submissions. This shall be without prejudice to the right of the Contracting Authority to terminate this competition at any time or to terminate any Framework Agreement awarded as a result of this competition in accordance with agreed terms.

3.22 Interference

Any effort by a tenderer to unduly influence the Contracting Authority, its personnel or any other relevant persons or bodies regarding the process of examination, clarification, evaluation and comparison of tender responses and any decisions concerning the award of the Framework Agreement shall result in the elimination of said tenderer's tender submission. In accordance with Section 14 of the Criminal Justice (Corruption Offences) Act 2018, a presumption that any gift, consideration or advantage paid by tenderers has been paid corruptly (unless the contrary is proven) may apply.

3.23 Prohibition On Canvassing

Any tenderer who, in connection with this competition

(a) offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or any person acting as an advisor to the Contracting Authority in connection with the competition; or
(b) takes any step constituting a breach of the Prevention of Criminal Justice (Corruption Offences) Act 2018; or
(c) canvasses any of the persons referred to in paragraph (a) above in connection with the competition; or
(d) contacts any officer or employee of the Contracting Authority prior to the Framework Agreement being awarded about any aspect of the competition in manner not permitted by this ITT document,

May be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

3.24 Prohibition On Collusion

Any tenderer who, in connection with this competition,

(a) fixes or adjusts the amount or terms of their tender submission by or in accordance with any agreement or arrangement with any other tenderer (other than a member of his own grouping or consortium)
(b) enters into any agreement or arrangement with any other tenderer that he/she shall refrain from tendering or as to the amount or terms of any tender to be submitted
(c) causes or induces any person to enter into such an agreement or arrangement as referred to in paragraphs (a) or (b) above
(d) informs any tenderer of the amount, approximate amount or terms of any rival tender
(e) canvasses any other tenderer in connection with this competition
(f) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival tender submission
(g) communicates to any person other than the Contracting Authority the amount or approximate amount or terms of the proposed tender submission (except in the event that such disclosure is made in confidence and is necessary for the preparation of the tender submission)
(h) contacts any officer or employee of the Contracting Authority prior to the framework agreement being awarded about any aspect of the competition in manner not permitted by this ITT document,

May be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

Tenderers' attention is drawn in particular to the provisions of the Competition Act 2002, which makes it a criminal offence for tenderers to collude on prices or terms in a public tendering competition. Please note that, should the Contracting Authority become aware of direct or indirect communications (through trade associations or otherwise) between tenderers relating to this competition and that may facilitate collusion, the Contracting Authority may, at its discretion, eliminate the tenderers in question and notify the Competition Authority of the matter, recommending that action be taken against the tenderers in question.

3.25 Format Of Response

Tender responses to this ITT document will be evaluated solely on the quality of the content of the proposal. In the event that the tenderer has previously been involved in the provision of services to the Contracting Authority, they should not assume that the Contracting Authority is aware of their ability to carry out the work set out in this ITT document. No recognition will be given to information previously submitted.

3.26 Notification Of Tender Evaluations

All tenderers will be informed in writing of the outcome of this competition following the completion of the evaluation of tender submissions. It is policy of the Contracting Authority not to engage in any voluntary debriefings, whether written or verbal beyond its statutory requirements.

3.27 Changes In Law

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Framework Agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

3.28 Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change is to be subject to the written approval of the Contracting Authority.

Replacement personnel must be of equal or better standing that the existing personnel in terms of qualifications and experience. The Contracting Authority shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3.29 Media

No media releases, public announcements or public disclosures relating to this competition or resulting Framework Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the tenderer without the prior written consent of the Contracting Authority.

3.30 Credit Review

The Contracting Authority reserves the right to conduct a credit review of successful tenderer(s) (if a grouping or partnership), prior to formal appointment.

3.31 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

3.32 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this ITT document. The tenderer may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

3.33 Health & Safety

With respect to the jurisdiction where the supply of goods or services will be provided, the successful tenderer must comply with the following health and safety legislation as applicable:

The Safety, Health and Welfare at Work Acts 2005-2014

3.34 Freedom Of Information

All responses to this ITT document will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including, but not limited to, the Freedom of Information Act 2014, EU and Irish procurement procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any Framework Agreement or contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish government procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

3.35 Transfer Of Undertaking and Protection of Employees (TUPE)

Tenderers shall take sole responsibility and undertake 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 S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (TUPE Regulations) 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 TUPE Regulations.

3.36 Standstill Period

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no Framework Agreement can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the tenderers have been sent a notice informing them of the result of this competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The successful tenderer will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

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 successful tenderer in respect of each award criterion assessed by the Contracting Authority.

3.37 Professional Services Withholding Tax ("PSWT") / Relevant Contracts Tax ("RCT")

For the purpose of PWST, the Contracting Authority are deemed as "accountable persons" for certain professional services. In accordance with revenue rules, accountable persons must deduct PSWT at the rate of 20% net of VAT from payments made to qualifying professional services and submit a PSWT returns and payment to Revenue. For full details and qualifying professional services please refer to www.revenue.ie.

For RCT, the Contracting Authority are deemed "Principal Contractors" for certain construction activities and relevant contracts. In accordance with RCT legislation, Principal Contractors must deduct RCT based on the rates as authorised by Revenue, exclusive of VAT from qualifying relevant contracts and submit a RCT return and payment to Revenue. For further details and guidance and qualifying relevant contract activity please refer to Part 18-02-04 - Relevant Contracts Tax for Principal Contractors (www.revenue.ie).

4. EVALUATION OF TENDERS

4.1 Eligibility Criteria and Associated Rules

The Contracting Authority is using the open procedure for the establishment of this framework agreement. In the first instance, tenderers are requested to review the selection criteria and confirm using the self-declaration sheet attached at Appendix 3 that they meet the minimum rules as set out below. These selection criteria will be assessed on a pass / fail basis. In the case of a grouping, this requirement will need to be completed by all group members.

The tenderer(s) with the lowest price tender and the most economically advantageous tender will be requested to submit evidence in order to be validated against the eligibility criteria and rules contained in this section of the document. (Evidence for selection criteria is requested from the lowest price tenderer to ensure the appropriate marking of the ultimate cost award criterion). Failure to achieve the required 'pass' mark on any of the criteria will result in the tenderer's elimination from the competition. In the event that this verification process reveals that misleading or inaccurate information has been provided, the tender in question will be rejected from further consideration. Moreover, tenderers may be precluded, at the discretion of the Contracting Authority, from participating in future competitions. In the event that, following a request from the Contracting Authority, tenderers are not in a position to provide the required evidence within seven working days, their tender submission will be eliminated from further consideration.

For the avoidance of doubt, there is no requirement to complete section 4.1 of the document at this stage. Tenderers are requested to review the selection criteria and confirm using the self-declaration sheet attached at Appendix 3 that they meet the minimum rules as set out below.

Alternatively, candidates can avail of the option of submitting the European Single Procurement Document (ESPD) Article 59, confirming they meet the minimum rules as set out below

ELIGIBILITY CRITERIA		MARKING SCHEME
4.1 (a)	Contact Details	For information only
4.1 (b)	Insurances	Pass / Fail
4.1 (c)	Financial Capacity	Pass / Fail
4.1 (d)	Tax Compliancy	Pass / Fail
4.1 (e)	Declaration of Bona Fides	Pass / Fail
4.1 (f)	Previous Experience	Pass / Fail

(a) Please complete the table below, providing contact details for your organisation. The table may be expanded as required.

4.1(a) – CONTACT DETAILS	
Name of Organisation	
Company Registration Number	
Date of Establishment	
Address of Organisation	
Contact Person	
Position of Contact Person	
Telephone Number	
E-mail Address	
Information regarding partnership or subcontracting arrangements.	

RULE: Tenderers must complete this table. If the tender concerns a grouping or a partnership, each group member or subcontractor must answer each criterion below.

(b) Please provide evidence (e.g., certificates of insurance) indicating that you possess the forms and levels of insurance specified. Alternatively, please provide a broker's letter indicating that the forms and levels of insurance specified can be put in place if you are successful in this competition.

4.1(b) – INSURANCES		
INSURANCE	LEVEL	APPENDIX AT WHICH EVIDENCE IS ATTACHED
Employer's Liability	€13m	*Insert*
Public & Product Liability	€6.5m	*Insert*
Motor Third Party Property Damage (applicable should commercial vehicles enter our premises for delivery / unloading)	€2.6m	*Insert*
ALTERNATIVELY		
Broker's letter indicating that the forms and levels of insurance required can be put in place if the tenderer is successful in this competition		*Insert*

RULE: Tenderers must provide evidence that they possess the forms and levels of insurance specified. Alternatively, tenderers must provide a broker's letter indicating that the forms and levels of insurance specified can be put in place if the tenderer is successful in this competition.

Notes:

- Liability policies should extend to provide a specific indemnity to the Contracting party

(c) Please provide appropriate certified evidence defining your turnover for each of the three previous financial years (2025, 2024, 2023).

4.1(c) – FINANCIAL CAPACITY	
TYPE OF CERTIFIED EVIDENCE PROVIDED	APPENDIX AT WHICH EVIDENCE IS ATTACHED
Insert	*Insert*

RULE: Tenderers must provide evidence that they attained a turnover of at least €700,000 in any one of the three previous financial years.

(d) Please provide your companies tax reference number and access number for the Contracting Authority to verify your tax compliancy through Revenue's online facility.

4.1(d) – TAX COMPLIANCE	
Tax Reference Number	*Insert*
Access Number	*Insert*
Do you grant the Contracting Authority permission to verify your tax position online?	*Insert*
Signature	*Insert*

Alternatively, attach a current and valid tax clearance certificate to your submission, specifying here the appendix number or page at which it is contained:

Appendix No. / Page	

RULE: Tenderers must demonstrate that they are fully tax compliant.

(e) Please complete and sign the Declaration of Bona Fides contained in Appendix 2 of this document.

RULE: Tenderers must complete, date and sign this declaration. Provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

Any economic operator that cannot meet the requirements as prescribed in **Appendix 2** may provide evidence to the effect that measures taken by the economic operator are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.

(f) Please provide information regarding your previous experience by completing the tables below. The tables may be expanded as necessary.

RULE: Tenderers must detail two projects delivered during the previous three years that are of comparable nature and scale to the Contracting Authority's requirements under this competition. Tenderers are advised that the projects listed must demonstrate capability to deliver the various service aspects required to meet the Contracting Authority's requirements.

4.1(f) – PREVIOUS EXPERIENCE – PROJECT ONE			
Client Name:			
Client contact details:	Contact name:		
	Contact e-mail address:		
	Contact telephone number:		
Approx. annual value:			
Start date:		End date:	
1. Please outline the range of services carried out over the course of this contract.			
Insert, expanding this table as necessary			
2. Please indicate how the contract is comparable with the subject matter of this tender competition.			
Insert, expanding this table as necessary.			

4.1(f) – PREVIOUS EXPERIENCE – PROJECT TWO			
Client Name:			
Client contact details:	Contact name:		
	Contact e-mail address:		
	Contact telephone number:		
Approx. annual value:			
Start date:		End date:	
1. Please outline the range of services carried out over the course of this contract.			
Insert, expanding this table as necessary			
2. Please indicate how the contract is comparable with the subject matter of this tender competition.			
Insert, expanding this table as necessary.			

4.2 *AWARD CRITERIA & WEIGHTINGS*

This framework will be established with the tenderer submitting the most economically advantageous tender, identified following application of the award criteria and weightings detailed hereunder. It is emphasised that the Contracting Authority is not bound to accept the most economically advantageous tender or any tender received, and reserves the right to accept or reject in whole or in part any or all tenders received.

4.2 – AWARD CRITERIA, RULES AND WEIGHTINGS				
CRITERION		%	MAXIMUM SCORE ACHIEVABLE	MINIMUM SCORE REQUIRED
(a)	**Ultimate Cost**	45%	4,500	N/A
(b)	**Technical Merit and Fitness for Purpose**	35%	3,500	1,750
(c)	**Proposed Warranty Terms**	5%	500	250
(d)	**Proposed Manufacture and Delivery Schedule**	10%	1,000	500
(e)	**Innovation and Sustainability**	5%	500	n/a
	TOTALS	100%	10,000	

NB: Tenderers should ensure in their submissions that they provide detailed information in respect of all aspects of the award criteria as stated below. Failure to provide detailed responses to the award criteria may result in elimination from the process.

4.2 (a) Ultimate Cost (45%)

Tenderers are required to complete in full the Form of Tender contained in Appendix 1 and the pricing schedule in Appendix 5, outlining their financial proposal for the delivery of the required services. The Form of Tender contains full detail regarding the manner in which a single, notional ultimate cost figure will be arrived at for evaluation purposes.

The lowest ultimate cost quotation that also meets all minimum requirements described in this document will attain the highest score available under this criterion. The scores of all other valid tenderers will be calculated as follows:

Marks awarded = (the maximum score achievable) multiplied by (the cost of the lowest-cost valid tender) divided by (the cost of the valid tender in question)

All costs quoted must be inclusive of out of pocket expenses, travel, subsistence and ancillary expenses and costs of every description.

Note: The tendered rates will be fixed for the initial duration of the framework after which point prices may be adjusted in accordance with clause 6 of the draft Terms and Conditions.

4.2 (b) Technical Merit and Fitness for Purpose (35%)

Tenderers are required to comprehensively detail the technical merit and fitness for purpose of their proposed Starting Stalls, including but not limited to details of quality of materials, dimensions, functionality, mechanism, durability, spare parts, assembly, as well as comprehensively demonstrating that the proposed solution allows for an even break and easy transportation.

Additionally, tenders may outline and value-added services they may offer.

4.2 (c) Proposed Warranty Terms (5%)

As per Section 2.7 of this tender document, tenderers must propose the standard warranty terms for the products offered, detailing a warranty period of at least 60 months, and 12 months for spare parts. Tenderers are advised that separate costs for extended warranties are not acceptable to Horse Racing Ireland. Tenderers offering the required minimum warranty periods shall receive minimum scoring, and those offering longer warranty terms shall be scored higher on a proportionate basis.

4.2 (d) Proposed Manufacture and Delivery Schedule (10%)

As per Section 2.6 of this document, tenderers must confirm their ability to deliver the Starting Stalls to the Republic of Ireland. Tenderers must also provide a detailed programme outlining from the "order commitment from HRI" to delivery at an Irish Ferry port, to include details of locations of manufacturing. Parties offering the shortest lead times with comprehensive programme of the end-to-end order to delivery programme will receive maximum points and other tenders will be rewarded on a proportionate basis. The programme proposed will form part of the Terms and Conditions to be concluded with the successful tenderer.

If assembly is required on delivery, tenderers must detail their methodology of assembly onsite including supplying an engineer, their health and safety measures for assembly onsite and how they ensure full compliance with national health and safety requirements.

4.2 (e) Innovation and Sustainability (5%)

Tenderers may, at their discretion, outline how they might apply innovation as part of the proposed service or solution.

Additionally, tenderers must outline their policy on how they incorporate sustainability into their work stream, from manufacturing to delivery.

4.3 Minimum Qualitative Score Required

Tenderers should note that they must achieve a minimum rating of 'acceptable,' or 50% of the total marks available, for each of the individual qualitative criteria (b to d) in order to avoid elimination from the competition.

4.4 Verification and Clarification Meetings

Meetings for the purpose of verification/clarification may be carried out with appropriate tenderers as a facet of the evaluation process in order to identify the most economically advantageous tender prior to the establishment of the framework agreement. Such meetings may be required in order to verify the scores achieved by tenderers in respect of their written tenders. For the avoidance of doubt, tenderers should note that mere performance at interview will not of itself be evaluated. In the event that such meetings are required, information regarding location and times will be communicated to the chosen tenderers. In order to ensure the optimum effectiveness of such meetings, it is strongly recommended that the key personnel proposed to manage this framework agreement on the part of the tenderer in question should attend.

APPENDIX 1 – FORM OF TENDER

This form of tender must be completed, signed and returned by tenderers. Any amendment to the structure of this document, or any qualification of financial offers, may, at the sole discretion of the Contracting Authority, result in the elimination of the tender in question.

Contracting Authority: Horse Racing Ireland and Subsidiaries

Competition: Single Party Framework Agreement for the Supply and Delivery of Starting Stall to HRI Racecourses

From: _____

I/We, having read the full Tender Documents and associated Appendices, do hereby offer to provide the whole of the services described all to the entire satisfaction of the Contracting Authority, for the following prices, and enter into a contract accordingly:

The cost proposals must be inclusive of all out of pocket expenses, travel, subsistence and ancillary expenses or costs of every description, including costs relating to the production of documentation, production of quotes and any administrative charges or expenses.

Tenderers are required to complete tab "Table 1 to 3" within the Pricing Schedule at Appendix 5, provided as a separate document, and using the Subtotals within the "Ultimate Cost Calculation" tab (table 7) of the Pricing Schedule, to populate the table below:

ITEM	SUBTOTAL
SUBTOTAL A	*(€)*
SUBTOTAL B	*(€)*
SUBTOTAL C	*(€)*
OVERALL NOTIONAL ULTIMATE COST FOR EVALUATION PURPOSES	*(€)*

4.2 (b) Technical Merit and Fitness for Purpose (35%) Tenderers are required to comprehensively detail the technical merit and fitness for purpose of their proposed Starting Stalls, including but not limited to details of quality of materials, dimensions, functionality, mechanism, durability, spare parts, assembly, as well as comprehensively demonstrating that the proposed solution allows for an even break and easy transportation. Additionally, tenders may outline and value-added services they may offer.
(insert or attach as required)

4.2 (c) Proposed Warranty Terms (5%) As per Section 2.7 of this tender document, tenderers must propose the standard warranty terms for the products offered, detailing a warranty period of at least 60 months, and 12 months for spare parts. Tenderers are advised that separate costs for extended warranties are not acceptable to Horse Racing Ireland. Tenderers offering the required minimum warranty periods shall receive minimum scoring, and those offering longer warranty terms shall be scored higher on a proportionate basis.
(insert or attach as required)

4.2 (d) Proposed Manufacture and Delivery Schedule (10%) As per Section 2.6 of this document, tenderers must confirm their ability to deliver the Starting Stalls to the Republic of Ireland. Tenderers must also provide a detailed programme outlining from the "order commitment from HRI" to delivery at an Irish Ferry port, to include details of locations of manufacturing. Parties offering the shortest lead times with comprehensive programme of the end-to-end order to delivery programme will receive maximum points and other tenders will be rewarded on a proportionate basis. The programme proposed will form part of the Terms and Conditions to be concluded with the successful tenderer. If assembly is required on delivery, tenderers must detail their methodology of assembly onsite including supplying an engineer, their health and safety measures for assembly onsite and how they ensure full compliance with national health and safety requirements.
(insert or attach as required)

4.2 (e) Innovation and Sustainability (5%) Tenderers may, at their discretion, outline how they might apply innovation as part of the proposed service or solution. Additionally, tenderers must outline their policy on how they incorporate sustainability into their work stream, from manufacturing to delivery.
(insert or attach as required)

I/We confirm that I/we:

1. Understand the nature and extent of the Supplies / Services required to be delivered as described the ITT document.
2. Accept all of the Terms and Conditions of the ITT document and the Framework Agreement and agree if awarded a Framework Agreement to execute the Framework Agreement appended at Appendix 4 – *Terms & Conditions* to the ITT document.
3. Agree to provide the Contracting Authority with the Services / Supplies in accordance with the ITT document and our tender submission.
4. Have examined the ITT documentation and hereby offer to provide the Supplies / Services above in accordance with the specification and terms set out in the ITT document.
5. Will keep this offer open for acceptance by the Contracting Authority for a period of twelve (12) months from the date of deadline for submission of tender.

6. Agree that the Contracting Authority are not bound to accept the most economically advantageous tender submission or any tender submission that may be received by the Contracting Authority.
7. Have read and thoroughly examined the ITT document and fully understand the ITT document and the Contracting Authority's requirements.
8. Undertake to perform and complete the Supplies / Services in accordance with the terms and conditions of the ITT document General Specification of Requirements (Section 4).
9. Acknowledge that all costs and expenses incurred by us in producing and submitting this tender submission will be borne by us in full.
10. Certify that the information provided in this tender submission is accurate and complete to the best of our knowledge and belief.
11. Understand that the provision of inaccurate or misleading information in this Form of Tender may lead to my organisation being excluded from participation in this and future competitions.
12. Undertake to treat the details of this ITT document, the resulting tender submission and any subsequent clarifications as private and confidential.
13. Acknowledge that acceptance by the Contracting Authority of a tender submission will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the Framework Agreement has been established by the Contracting Authority;
14. Have availed of all offers for additional information or have otherwise satisfied ourselves as to conditions that may in any manner affect the performance of the Framework Agreement awarded under it.
15. Have included everything necessary for the performance of the Supplies / Services required under the Framework Agreement which are either expressly stated in the ITT document or contained in any supplementary information, or which could reasonably be inferred therefrom.
16. Have found no errors, omissions, conflicts or ambiguities in the ITT document, except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries.
17. Have included for compliance with all statutory requirements applicable in the Republic of Ireland and those applicable in any country where parts of the contract may be performed that are in force seven (7) days prior to the deadline for receipt of tender responses.
18. Will not, if awarded a Framework Agreement, employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age, etc., or source any part of any Framework Agreement awarded in countries subject to official international trading sanctions.
19. Understand the nature and extent of the requirements as described in Section 4 – *General Specification of Requirements* of this ITT document.
20. Have reviewed Appendix 4 – *Terms and Conditions* of the ITT document and Framework Agreement and either (a) have no queries / issues and if awarded will execute the requirements to these terms OR

(b) confirm that we have submitted our queries relating to these Terms and Conditions either via the ITT clarification question and answer process or along with our tender submission.

21. Accept all the Eligibility and Award Criteria as set out in the ITT document.
22. Agree to execute the requirements to the Contracting Authority in accordance with the ITT document and our tender submission.
23. Agree that, if awarded any Framework Agreement, we shall, in the performance of such, comply with all applicable obligations in the field of environmental, social and labour law.
24. Confirm that we have complied with all requirements as set out in Section 5 – *Instructions to Tenderers* within this ITT document.
25. Confirm that all prices quoted in our tender submission will remain valid for the period of time commencing from the ITT Deadline, as specified within at Clause 5.11 of this ITT document.
26. Shall, if awarded any Framework Agreement under this competition, have in place on the Effective Date of the Framework Agreement, all insurances (if any) as required, outlined in Section 6 – *Eligibility Criteria*.
27. Confirm that all Data Subjects whose Personal Data is provided in our tender submission have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the www.etenders.gov.ie website, for the purposes of our participation in this competition, or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request

SIGNATURE	*(Insert)*	**Date**	*(Insert)*
Name	*(Insert)*	**Position**	*(Insert)*
Telephone	*(Insert)*	**Email**	*(Insert)*

A Tenderer's failure to sign and date this Form of Tender and to complete all sections will invalidate the tender submission.

APPENDIX 2 – DECLARATION OF BONA FIDES

To:	**Horse Racing Ireland and Subsidiaries**
From:	*Insert*
Competition:	Single Party Framework Agreement for the Supply and Delivery of Starting Stalls to HRI Racecourses

I, having been duly authorised by the economic operator sincerely declare that itself or any person who has is a member of the administrative, management or supervisory body of economic operator or has powers of representation, decision or control in the economic operator:

(a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.

(b) Has never 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 [Click here and insert name of entity].

(c) Has never 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) Has never 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) Has never 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) Has never 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.

(g) Is not in breach of its obligations relating to the payment of taxes or social security contributions.

(h) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

(i) 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.

(j) Is not guilty of grave professional misconduct.

(k) Has not entered into agreements with other economic operators aimed at distorting competition.

(l) Is not aware of any conflict of interest due to its participation in the Competition or has identified and disclosed relevant potential conflicts which may already exist;

(m) Has not had any prior involvement in the preparation of the Competition.

(n) Is not guilty of 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.

(o) 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).

(p) 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.

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.

(l) Conflict of Interest (if applicable)
(This table may be expanded)

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

SIGNATURE	*(Insert)*	**Date**	*(Insert)*
Name	*(Insert)*	**Position**	*(Insert)*
Telephone	*(Insert)*	**Email**	*(Insert)*

APPENDIX 3 – FORM OF SELF-DECLARATION

SELF DECLARATION – SELECTION CRITERIA	
To:	**Horse Racing Ireland and Subsidiaries**
Competition:	Single Party Framework Agreement for the Supply and Delivery of Starting Stalls to Hri Racecourses
Name of Organisation :	*Insert*
Address of Organisation:	*Insert*
Contact Person and Position:	*Insert*
Telephone Number:	*Insert*
E-mail Address:	*Insert*
Information regarding partnership or subcontracting arrangements.	*Insert*

4.1 (b) Financial Capacity	**Please confirm**
I confirm that I have adequate financial capacity to meet the turnover requirements specified in respect of Eligibility Criterion 4.1(b), and will provide appropriate evidence to this effect promptly following receipt of a request from the Contracting Authority	*(Insert)*
4.1 (c) Insurances	**Please confirm**
I confirm possession of the required forms and levels of insurance, and will provide insurance certificates as evidence of this fact promptly following receipt of a request from the Contracting Authority **or** I undertake to put the required forms and levels of insurance in place if successful in the competition, and will provide a broker's letter indicating my capacity to do so promptly following receipt of a request from the Contracting Authority.	*(Insert)*
4.1 (d) Tax Clearance	**Please confirm**
I confirm that my tax affairs are up to date and that I am fully tax compliant, **or** I confirm that I have applied for a Tax Clearance Certificate, which will be made available promptly following receipt of a request from the Contracting Authority	*(Insert)*
4.1 (e) Declaration of Bona Fides	**Please confirm**
I confirm that I fully meet the requirements as set out the Declaration of Bona Fides as set out in Appendix 2 of this document and will promptly supply a signed copy following receipt of a request from the Contracting Authority.	*(Insert)*
4.1 (f) Previous Experience	**Please confirm**
I confirm that I have delivered 2 projects of a similar nature and scale within the past 3 years and will promptly supply sufficiently annotated details following receipt of a request from the Contracting Authority.	*(Insert)*
4.1 (g) Quality Assurance	**Please confirm**
I confirm that I will promptly supply a copy of our quality accreditation or a copy of our internal quality assurance police that is sufficiently rigorous to ensure the delivery of a high quality service for the duration of the framework	*(Insert)*

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION

SIGNATURE	*(Insert)*	**Date**	*(Insert)*
Name	*(Insert)*	**Position**	*(Insert)*
Telephone	*(Insert)*	**Email**	*(Insert)*

APPENDIX 4 – DRAFT TERMS AND CONDITIONS OF THE FRAMEWORK AGREEMENT

*The following terms are provided as an indication of the intended format of the framework agreement to be signed with the framework operator emerging from this competition. Tenderers are **not** requested to sign these terms as part of their tender submission but should review them carefully and indicate any areas of interest by submitting a written query during the tender period.*

Single Party Framework Agreement for the Supply and Delivery of Starting Stalls to HRI Racecourses

Parties

(1) Horse Racing Ireland and Subsidiaries
(Hereinafter referred to as the 'Contracting Authority')

(2) [insert service provider name]
(the "Framework Operator" or "Operator")

1. Background

1.1 The Contracting Authority has conducted a tender competition for the establishment of a Single-Party Framework Agreement for the provision of [XXXX]

1.1.1 The Framework Agreement was advertised via eTenders on [insert place of advertisement].

1.1.2 The open procedure was used and an Invitation to Tender was issued with a tender submission deadline of [insert date].

1.1.3 Following evaluation of its Tender against the published award criteria, the Framework Operator is now appointed as the single operator under this Framework Agreement.

2. Definitions

2.1 "*Affiliate*" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

2.2 "*Business Day*" means a day (except Saturday or Sunday) on which banks in Ireland are generally open for business;

2.3 *"Contract"* means a contract falling within the advertised scope of this Framework Agreement, constituting a defined and agreed piece of work to be performed by the Framework Operator;

2.4 *'Commencement Date"* means [insert date];

2.5 "*Confidential Information*" means any information of a confidential or proprietary nature, including (but not limited to) any material information concerning any matters affecting or relating to the business of either Party including, without limitation to the generality of the foregoing, the names of any of its customers, products, financial records, services, research, databases, trade secrets, secret or confidential operations/processes, computer software and source/object code, business or marketing plans, the prices it obtains or has obtained or at which it sells or has sold its Services;

2.6 "*Data Protection Legislation*" means all laws relating to the processing of personal data, privacy and security, including, without limitation, the EU Data Protection Directive 95/46/EC, the Irish Data Protection Acts, 1988 to 2018 (as may be amended from time to time), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. No 336 of 2011) and the General Data Protection Regulations (EU) 2016/679 ("GDPR") together with equivalent legislation of any other applicable jurisdiction, delegated legislation of other national data protection legislation, and all other applicable law, regulations and approved codes of conduct, certifications, seals or marks in any relevant jurisdiction relating to the processing of personal data including the opinions, guidance, advice, directions, orders and codes of practice issued or approved by a data supervisory authority or the Article 29 Working Party or the European Data Protection Board, in each case as amended, supplemented or substituted from time to time;

2.7 "*Extended Term*" shall have the meaning ascribed to it in clause 4.1;

2.8 *"Framework Agreement*" means these terms and conditions, including the Schedules hereto;

2.9 "*Framework Term"* means the period in years set out in clause 4.1 including the Initial Term and any Extended Term;

2.10 "*Invitation to Tender*" means the tender document issued by the Contracting Authority on [insert place of advertisement].

2.11 "*Initial Term*" shall have the meaning ascribed to it in clause 4.1;

2.12 "*IPR*" means all intellectual property rights including without limitation patents, (including utility models and inventions), trade marks (including service marks, trade names and business names), design rights, copyright and related rights (including rights in respect of software), internet designations (including domain names), moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, Confidential Information and trade secrets for the full term of such rights and including any

extension to or renewal of the terms of such rights and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world.

2.13 "*Items*" means any of the items included in the Form of Tender or Pricing Schedules issued with the Invitation to Tender, the completed versions of which are set out in Schedule 1 of this Framework Agreement;

2.14 *"Price"* means the amount in Euro chargeable by the Framework Operator in respect of any Item or any Services purchased by the Contracting Authority which are, except where agreed in writing by the Contracting Authority, inclusive of all costs of administration, packaging, delivery, insurance, transportation, taxes, tariffs, customs charges and all other costs and expenses.

2.15 *"Request for Supplementary Tender"* means a document issued by the Contracting Authority at any point during the Framework Term requesting a proposal for the provision of Services;

2.16 "*Service Level Agreement*" means the Service Level Agreement as set out in Schedule 5;

2.17 "*Services"* means the services set out in Schedule 4;

2.18 "*Supplementary Tender"* means the written submission of the Framework Operator in response to a Request for Supplementary Tender;

2.19 "*Tender*" means the submission of the Framework Operator in response to the Invitation to Tender together with any clarifications, additions or amendments accepted by the Contracting Authority;

2.20 "*Tender Documentation*" means the Invitation to Tender, any Request for Supplementary Tender, any Supplementary Tender and the Tender;

2.21 "*Term*" shall have the meaning ascribed to it in Schedule 1.

3. Appointment of Framework Operator

3.1 In consideration of payment by the Contracting Authority of good and valuable consideration, receipt of which is hereby acknowledged, the Framework Operator accepts its appointment under the terms and conditions of this Framework Agreement.

3.2 Appointment to this Framework Agreement does not entitle the Operator to be consulted in respect of, or awarded, any Contract during the Framework Term. The Contracting Authority may at its sole discretion choose not to enter into any Contracts falling within the scope of this Framework Agreement, or to terminate the Framework Agreement in accordance with clause 18.

3.3 While this Framework Agreement will, in general, form the basis for the award of Contracts falling within the scope set out in clause 4.1 during the Framework Term, the Contracting Authority may at its sole discretion decide to carry out a separate Contract award procedure for Contracts falling within the specified scope. In this event, the Contracting Authority shall observe all applicable public procurement rules and shall not afford any advantage to the Framework Operator.

4. Term of Framework Agreement

4.1 The Framework Agreement shall commence from the Commencement Date, unless terminated earlier in accordance with clause 18 (Termination of Appointment) or this clause, this Framework Agreement shall continue for a period of [X years] ("Initial Term"). During the Term as set out in Schedule 1 this Framework Agreement shall automatically extend for one year ("Extended Term") at the end of the Initial Term and at the end of each Extended Term up to a maximum of the ("X years the Maximum Framework Term"). The Parties may agree in writing, not later than 90 days before the end of the Initial term or the relevant Extended Term, to terminate this Framework Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

5. Scope of Framework Agreement

5.1 This Framework Agreement relates to the provision of the Services, as described in the Specification of Services appended to this Framework Agreement at Schedule 4.

6. Award of Contracts

6.1 Contracts under this Framework Agreement may be awarded either on foot of the Invitation to Tender or on foot of a Request for Supplementary Tender in accordance with the procedure set out in clause 7.

7. Procedure for Supplementary Tenders

7.1 In general, it is envisioned that the majority of work required under this Framework Agreement will be directly awarded on foot of the Invitation to Tender document. From time-to-time, however, in accordance with Article 33.3 of Directive 2014/24/EU, the Contracting Authority may elect to issue a Request for Supplementary Tender during the Framework Term, in accordance with the following procedure. It is emphasised that Supplementary Tenders will be sought solely in respect of work falling under the advertised scope of the Framework Agreement.

7.1.1 The Contracting Authority will issue a Request for Supplementary Tender to the Framework Operator in writing, specifying which award criteria will apply in respect of the Supplementary Tender.

7.1.2 The Contracting Authority shall specify the scope of the Supplementary Tender, and in particular whether the applicable terms and fees will be determined by reference to the Tender or, where relevant, the Supplementary Tender.

7.1.3 The Contracting Authority shall fix a deadline for the receipt of the Supplementary Tender taking into account the complexity of the Contract and the time needed to prepare an appropriate proposal.

7.1.4 Following evaluation of the Supplementary Tender, the Contracting Authority shall determine whether it meets the minimum requirements under the stated award criteria and whether a Contract will be awarded.

7.2 The Contracting Authority shall not be responsible for any costs incurred by the Framework Operator in the preparation of a Supplementary Tender, including related site visits.

7.3 The Contracting Authority shall not be obliged to award any Contract on foot of a Request for Supplementary Tender and may terminate the award procedure at any time at its sole discretion.

8. Conditions for Award of Contracts

8.1 Award of any Contract under the Framework Agreement may be subject to the Framework Operator facilitating, upon request, the drafting and implementation of a Service Level Agreement, to include agreed key performance indicators, response times, escalation procedures and penalties.

9. Pricing

9.1 The maximum Price chargeable in respect of all Items contracted during Initial Term of the Framework Term shall be that set out in the Form of Tender or Pricing Schedules submitted as part of the Tender appended at Schedule 1 of this Framework Agreement. Following the expiry of the Initial Term, the maximum Price chargeable will be adjusted for inflation on each annual anniversary of the Commencement Date of the framework. This adjustment shall be in accordance (whether positive or negative) with the CPI index.

9.2 The Contracting Authority may seek, or the Framework Operator may offer, a lower Price at any time during the Framework Term. In particular, where a given Item or Service is being offered to other purchasers at a lower Price, the Contracting Authority may request adjustment of the Pricing Schedules or Form of Tender to reflect this. The Contracting Authority may reject any aspect of a Supplementary Tender on the grounds that the Price offered is not acceptable.

9.3 The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transaction) Regulations 2012.

10. Personnel

10.1 The personnel assigned by the Framework Operator to deliver any Contract shall be those identified in its Tender or Supplementary Tender, or other personnel of equivalent qualifications, skills, professional expertise and experience expressly approved by the Contracting Authority.

11. Obligations of Framework Operator

11.1 The Framework Operator is required to inform the Contracting Authority of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Operator and the Contracting Authority or employees of the Contracting Authority or their relatives must be communicated to the Contracting Authority immediately. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and the Second Schedule of the Ethics in Public Office Act, 1995.

11.2 The Framework Operator is required to maintain, as a minimum, the forms of insurance set out in Schedule 2. This may be subject to revision during the Framework Term, in which case the Contracting Authority shall notify the Framework Operator of the revised requirements and allow thirty (30) days for the provision of evidence that the required policies are in place.

11.3 The levels of insurance required in respect of individual Contracts may vary, in which case the Contracting Authority shall notify the Framework Operator of the required levels of insurances in the relevant Request for Supplementary Tender or at the earliest opportunity.

11.4 The Framework Operator shall maintain in its possession a valid Tax Clearance Certificate issued by the Irish Revenue Commissioners throughout the Framework Term and for the duration of any Contract.

11.5 The Framework Operator shall retain a copy of its signed Declaration under Article 57 of Directive 2014/24/EU included as Schedule 3 of this Framework Agreement. If at any point during the Framework Term or during the lifetime of a Contract the Operator becomes aware of circumstances that might affect the validity of any of the statements in its Declaration, it shall notify the Contracting Authority in writing of such circumstances at the earliest possible opportunity.

11.6 The Framework Operator shall not give, provide or offer to any staff or agent of the Contracting Authority a loan, fee, reward, gift, advantage, benefit or other payment during the Framework

Term 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 Framework Agreement or any Contract.

11.7 The Framework Operator shall not assign the benefit of its appointment under this Framework Agreement, or under any Contract, or any part thereof without the written permission of the Contracting Authority.

12. Confidentiality

12.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Framework Agreement. A Party's Confidential Information shall not be deemed to include information that:

12.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

12.1.2 was in the other Party's lawful possession before the disclosure;

12.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure.

12.2 Subject to clause 12.4, each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Framework Agreement.

12.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Framework Agreement.

12.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

12.5 Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

12.6 The Operator acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Contracting Authority's Confidential Information.

12.7 No Party shall make, or permit any person to make, any public announcement concerning this Framework Agreement or refer to this Framework Agreement in any publicity or advertising material without the prior written consent of the other Party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12.8 Each Party shall notify the other Party if any of its staff connected with the provision or receipt of the Services become aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other Party, in connection with any enforcement proceedings which that other Party may elect to bring against any person.

12.9 The Operator shall, promptly (and in any event within 7 days of the termination or expiry of this Contract), deliver up to the Contracting Authority all documents and other materials in the possession, custody or control of the Operator that bear or incorporate any part of the Contracting Authority's Confidential Information.

12.10 Subject to clause 12.11 each of the Parties agrees to hold Confidential Information received, provided or obtained arising from their participation in this Framework Agreement and shall not disclose same to any third party except to its employees, officers or professional advisers for the purposes of carrying out obligations under the Framework Agreement, or as may be required by law.

12.11 This Framework Agreement is subject to the provisions of the Freedom of Information Act 2014. In the event either Party receiving a request for information related to this Contract, that Party shall consult with the other Party in respect of the request. The other Party shall identify any information that is not to be disclosed on grounds of commercial sensitivity, and shall state the reasons for this sensitivity. The Party will consult the other Party about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

12.12 The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

12.13 The above provisions of this clause 12 shall survive termination of this Framework Agreement, however arising.

13. Intellectual Property[1]

13.1 All IPRs in any Items produced for the purposes of this Framework Agreement shall vest in the Contracting Authority and the Operator so acknowledges and confirms.

13.2 The Contracting Authority and its licensors shall retain ownership of all the Contracting Authority's IPRs.

13.3 To the extent that any IPRs do not vest in the Contracting Authority pursuant to clause 13.1 the Operator grants the Contracting Authority a perpetual fully paid-up, worldwide, non-exclusive, transferable, royalty-free, sub-licensable licence to copy and modify the Operator's IPRs for the purpose of receiving and using the Services.

13.4 The Operator shall indemnify the Contracting Authority against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Contracting Authority arising out of or in connection with any claim brought against the Contracting Authority for actual or alleged infringement of a third party's rights (including any IPRs) arising out of, or in connection with, the receipt, use or onward supply of the Services by the Contracting Authority and its licensees and sub-licensees. This clause 13.4 shall survive termination of the Contract.

14. Data Protection

14.1 All terms in this clause 14 including "data controller", "data processor", "processing", "personal data", "data protection impact assessment", "data subject", "data subject request" and "data supervisory authority" have the meaning given to them in the GDPR.

14.2 With respect to the rights and obligations of each Party under this Framework Agreement, the Parties agree that, to the extent the Contracting Authority is the data controller and the Operator is the data processor of the personal data, the provisions of this clause 14.2 apply. . The particulars of the processing are set out in Schedule 6:

14.2.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 14.2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

[1] Intellectual Property provisions should always be carefully considered depending on the Services provided.

14.2.2 To the extent that the performance of the Services by the Operator involve the processing of personal data, the Operator agrees and warrants that:

(a) it shall only process personal data for the purposes of performing this Framework Agreement in accordance with the written instructions of the Contracting Authority or as otherwise notified by the Contracting Authority to the Operator from time to time;

(b) it shall ensure that persons authorised to process personal data are subject to obligations of confidentiality, no less strict than the provisions of clause 12, in relation to such personal data;

(c) it complies with and will continue to comply with its obligations as a data processor and its obligations in respect of personal data under this Framework Agreement;

(d) it will not do or permit anything to be done which might cause the Contracting Authority to be in breach of the Data Protection Legislation;

(e) as personal data are confidential in nature, it shall, unless otherwise directed in writing by the Contracting Authority:

(f) process personal data on behalf of the Contracting Authority exclusively for the performance of the Services and the provisions of this Framework Agreement but for no other purposes whatsoever;

(g) take reasonable steps to ensure that neither the Operator nor any of its employees, agents or temporary contractors or any sub-processor (where permitted) alter, copy, store, publish, disclose or divulge personal data except as necessary for the performance by the Operator of its obligations under this Framework Agreement or as directed in writing to do so by the Contracting Authority;

(h) ensure (and procure that its employees, agents and temporary contractors and any sub-processor ensure) that the processing of personal data takes place exclusively in the EEA or in a jurisdiction or territory providing "adequate" data protection as approved by the European Commission in a decision taken in accordance with Article 45 of the GDPR and that no transfer or access to or other processing of personal data to/from any other jurisdiction or territory occurs or is permitted without the prior written and explicit authorisation of the

Contracting Authority (in each case) and then only in a manner which is compliant with Data Protection Legislation applicable to the Contracting Authority;

(i) assist the Contracting Authority as reasonably required in a timely manner where the Contracting Authority conducts a data protection impact assessment and, where necessary, assist the Contracting Authority with any prior consultations, investigations or audits conducted by a data supervisory authority or any other applicable regulatory authority to the extent necessary (including, without limitation, the preparation or provision of supporting documentation to be submitted to the relevant data supervisory authority);

(j) immediately and without undue delay (but in any event within 24 hours of becoming aware of it) notify the Contracting Authority in writing of any suspected, potential or actual data incidents, including any suspected, alleged, potential or actual unauthorised disclosure, loss, destruction, compromise, damage, alteration, access or theft of personal data or any incident or set of events which may give rise to a personal data breach.

14.2.3 The Operator shall (and shall procure that its employees, agents and/or temporary contractors and any sub-processor (where permitted) shall):

(a) promptly notify and assist the Contracting Authority in relation to any legally binding request for disclosure of personal data by a law enforcement or other applicable authority unless otherwise prohibited by the applicable laws and regulations;

(b) promptly notify and assist the Contracting Authority in fulfilling its obligations to all data subject requests by notifying the Contracting Authority about any data subject requests received directly from, or rights exercised by, data subjects without responding to that request;

(c) assist the Contracting Authority in taking any actions deemed necessary or appropriate to deal with complaints or allegations of or in connection with a failure to comply with the Data Protection Legislation; and

(d) promptly notify the Contracting Authority prior to carrying out any instruction from the Contracting Authority if, in the Operator's opinion, such instruction is likely to result in processing that is in breach of the Data Protection Legislation;

(e) upon giving the Operator reasonable notice, allow the Contracting Authority to carry out an audit or inspection in relation to the processing of personal data by the Operator in order to satisfy itself that the Operator is complying with the Data Protection Legislation in respect of the Services.

14.2.4 The Operator agrees that, having regard to the state of the art and the costs of implementation and the nature, scope context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects, the Operator shall implement appropriate security, technical and organisational measures to ensure a level of security appropriate to the then current risk to personal data, including access controls, confidentiality requests, technical and organisational controls, and back-ups. Upon the Contracting Authority's request, the Operator shall provide to the Contracting Authority a written description of the security, technical and organisational measures employed by the Operator under this clause 14.2.

14.2.5 The Operator shall not subcontract its processing obligations performed on behalf of the Contracting Authority under this Framework Agreement to a sub-processor without the prior written consent of the Contracting Authority. The Contracting Authority shall have the right to object on reasonable grounds to the use or replacement of any sub-processor within [14] days of the Operator notifying the Contracting Authority of the change. Where the Contracting Authority objects to the use of the proposed sub-processor, the Operator shall use reasonable endeavours to find an alternative solution to enable the Contracting Authority to continue to use the Services and shall ensure that no personal data is processed by any unauthorised sub-processor until such time as an acceptable solution is put in place. In the event that no alternative solution can be arranged to the Contracting Authority's satisfaction, the Contracting Authority shall have the right to terminate the Framework Agreement, relevant Contract or part or all of the Services. Any authorised sub-processor, shall be engaged under a binding written contract containing the same data protection obligations as apply to the Operator under the Framework Agreement.

14.2.6 On termination or expiry of this Framework Agreement, return or delete, at the election of the Contracting Authority, all Contracting Authority personal data and all copies, save to the extent the Operator is required by European Union or European Union member state law to retain Contracting Authority personal data.

14.3 With respect to the rights and obligations of each Party under this Framework Agreement, the Parties agree that, to the extent that both the Contracting Authority and the Operator are independent controllers of the personal data, the provisions of this clause 14.3 shall apply.

14.3.1 Any personal data shared under this Framework Agreement will be processed only as necessary in order to provide the Services.

14.3.2 The Operator shall:

(a) comply with all obligations as required under Data Protection Legislation;

(b) ensure that transfers of personal data to an appointed sub-processor are subject to written contractual obligations concerning personal (including obligations of confidentiality) which are no less onerous than those imposed by this Framework Agreement; and

(c) at the written direction of the Contracting Authority, delete or return personal data shared under this Framework Agreement and copies thereof to the Contracting Authority on termination of this Framework Agreement unless required by law to store the personal data.

15. Review Meetings

15.1 The Contracting Authority and the Framework Operator shall liaise on a regular basis to address any issues arising that may impact on the performance of this Framework Agreement and to agree milestones, compliance schedules and operational protocols as required from time-to-time.

15.2 Without prejudice to the provisions of clauses 18.1 or 20.1, if at any time during the Framework Term any event or circumstance, including (but not limited to) a change of law, regulation or taxation causes any delay in the delivery of the Services or Items, or otherwise negatively impacts the performance by the Operator of the Framework Agreement or any Contract, the Contracting Authority may by written notice to the Operator require the Operator to enter into good faith negotiations with a view to agreeing an amendment to the Framework Agreement or the relevant Contract to address and alleviate any such impact. Each Party shall conduct such negotiations in good faith and in accordance with any timelines agreed between the Parties.

15.3 In the event that an amendment to the Framework Agreement or relevant Contract is not agreed in writing between the Parties within sixty (60) days' following the date of the written notice to enter into negotiations referred to in clause 15.2, the Contracting Authority shall be entitled to terminate the Framework Agreement or relevant Contract on written notice to the Operator immediately and without liability.

15.4

16. NOT USED

17. Conflict

17.1 If there is an inconsistency between any of the provisions of this Framework Agreement and the provisions of the Tender Documentation or any Contract, the provisions of this Framework Agreement shall prevail.

18. Termination of Appointment

18.1 Without prejudice to any other rights or remedies to which it may be entitled, the Contracting Authority shall be entitled to terminate the appointment of the Framework Operator forthwith and without liability by giving three (3) months written notice to the Operator or if:

18.1.1 The Operator commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;

18.1.2 The Operator fails to perform any obligation or responsibility under this Framework Agreement or a Contract concluded under the Framework Agreement either at all or to a standard that the Contracting Authority, acting reasonably, considers satisfactory and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Contracting Authority requiring the Operator to do so;

18.1.3 The Operator's performance of an obligation under a Contract is not in accordance with the terms of this Framework Agreement, including its Schedules, or any agreed Service Level Agreement, or fails to meet any standard prescribed by law;

18.1.4 Any person employed by the Operator or acting on its behalf offers or appears to offer a corrupt gift or inducement, whether with or without the knowledge of the Operator;

18.1.5 The Operator convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;

18.1.6 The Operator ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law;

18.1.7 The Operator is unable to pay its debts within the meaning of Section 570 of the Companies Act, 2014 or any analogous provision of law;

18.1.8 An order is made or an effective resolution is passed for the winding up of the Operator's company other than for the purpose of a restructuring the terms of which have been agreed by the Contracting Authority;

18.1.9 A petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Operator's company;

18.1.10 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Operator;

18.1.11 The Contracting Authority reasonably believes that any of the events mentioned above is about to occur in relation to the Operator and notifies the Operator;

18.1.12 The Operator has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this Framework Agreement or the relevant Contract;

18.1.13 Any representation made by the Operator in connection with this Framework Agreement or a Contract shall in the opinion of the Contracting Authority prove to be untrue or incorrect in a material respect as of the date when made;

18.1.14 Any event analogous to those contemplated in clauses 18.1.5 through 18.1.12 occurs to the Operator within the laws of any other jurisdiction.

18.2 The Framework Operator shall not be entitled to any additional amounts or compensation and will have no claim for damages or otherwise against the Contracting Authority as a result of the termination of its appointment in accordance with this clause.

19. General

19.1 Nothing in this Framework Agreement shall prevent the Contracting Authority from complying with its obligations under public procurement legislation. If necessary this Framework Agreement and any Contract concluded hereunder may be abridged, modified, or amended without penalty to the Contracting Authority so as to enable it to comply with the said obligations.

20. Force Majeure

20.1 Neither Party shall be in breach of this Framework Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Framework Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period

during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 weeks, the Party not affected may terminate this Framework Agreement by giving 30 days' written notice to the affected Party.

21. Severance

21.1 If any provision or part-provision of the Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the Framework Agreement.

21.2 If any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Counterparts

22.1 This Framework Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Framework Agreement. Each of the Parties to this Framework Agreement confirms that this Framework Agreement is executed by their duly authorised officers.

23. Notices

23.1 Any notice or other document to be given under this Framework Agreement or any relevant Contract shall be in writing and shall be deemed to have been duly given if left at or sent:

23.1.1 by hand; or

23.1.2 delivered by personal delivery or reputable commercial courier (e.g. FedEx); or

23.1.3 electronic mail, confirmed by personal delivery or reputable commercial courier (e.g. FedEx).

23.2 The address, e-mail address, facsimile and telephone numbers of the Parties for the purpose of the giving of notices under this Framework Agreement are as follows:

For the Contracting Authority:
Address:
Email:

Facsimile: [XXX]
Tel: [XXX]

For the Framework Operator:

Address: [XXX]
Email: [XXX]
Facsimile: [XXX]
Tel: [XXX]

23.3 Notices sent by personal delivery or reputable commercial courier (e.g. FedEx), shall be deemed given when actually received or, if earlier, three (3) Business Days after the deposit with a reputable commercial courier. Notices sent by electronic mail, where such is an established means of communication between the Parties, shall be deemed to be served on the day of transmission if transmitted before 4pm in a Business Day but otherwise on the next Business Day. In all other cases, notices and other communications will be deemed to have been served on the Business Day they are actually received.

23.4 All notices, documents and communications provided under this Framework Agreement or the relevant Contract shall be in the English language.

24. Governing Law, Choice of Jurisdiction and Execution

24.1 This Framework Agreement and any dispute in relation to its subject matter or formation (including any non-contractual disputes or claims) 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 or claims arising out of or in connection with this Framework Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof the Parties hereto have executed this Framework Agreement the day and year first herein WRITTEN

SIGNATURES

SIGNED for and on behalf of Framework Operator by:

Signed: _____

Date: _____

Witnessed by: _____

SIGNED for and on behalf of the Contracting Authority by:

Signed: _____

Date: _____

Witnessed by: _____

Schedule 1 – Pricing / Term / Form of Tender

The fees payable to the Operator shall be [XXXX] [per month/yearly], exclusive of VAT.[2]

Invoices payable under the Framework Agreement shall be payable within 30 days of receipt of same.

[insert Form of Tender]

[insert Term]

Schedule 2 – Forms and Levels of Insurance

[insert Forms and Levels of Insurance]

Schedule 3 – Declaration under Article 57 of Directive 2014/24/EU

[insert Declaration under Article 57 of Directive 2014/24/EU]

Schedule 4 – Specification of Services

The Services shall include but are not limited to:

[Contracting Authority to provide list of Services expected to be provided][3]

Schedule 5 – Service Level Agreement

[insert Service Level Agreement]

[2] Fees and payment conditions to be confirmed.
[3] To be confirmed.

Schedule 6 – Data Processing Details

[DETAILS TO BE INCLUDED AS REQUIRED WHERE THE SERVICE PROVIDER IS APPOINTED AS PROCESSOR ON BEHALF OF HORSE RACING IRELAND]

1. **Subject-matter of processing:**

   [*INSERT*]

   General description of contract and how personal data is used

2. **Duration of the processing:**

   [*INSERT*]

   A specific time frame, or the mechanism by which such time will be determined e.g. for the duration of the Framework Term

3. **Nature and purpose of the processing:**

   [*INSERT*]

   Reference to the definition of "processing" e.g. is data being collected, stored, accessed, structured etc. Why is it being processed e.g. contact details are processed in order to send email communications to individuals on a marketing list.

   [INSERT ANY OTHER SPECIFIC RESTRICTIONS ON PROCESSING].]

   Type of Personal Data:

   [*INSERT*]

   e.g. name, contact details, transaction history

APPENDIX 5 – PRICING SCHEDULE

See separate Excel Sheet