Request For Tender (RFT)

(Internal Ref: 2022/2026)

Request for Tenders to Establish a Single Supplier Framework Agreement for the provision of Caretaker Services to the Technological University of the Shannon, Midwest campuses

Tender Procedure: Open Procedure (OJEU)

PUBLICATION DATE:	27TH OCTOBER 2026
CONTACT PERSON FOR QUERIES:	JACINTHA BURNS
CONTACT DETAILS FOR QUERIES:	CLARIFICATIONS THROUGH ETENDERS MAILBOX
SITE VISITS:	ATTENDANCE AT CAMPUS SITE VISITS IS DESIRABLE PLEASE COMPLETE AND RETURN THE SITE VISIT FORM VIA THE ETENDERS MESSAGING SERVICE BY MONDAY **16TH NOVEMBER 2026 AT 12:00 NOON.** SITE VIST WILL TAKE PLACE AT TUS MOYLISH CAMPUS ON **WEDNESDAY 18TH NOVEMBER 2026 AT 10:00 A.M.** THE SITE VISIT APPLICATION FORM IS UPLOADED AS A SEPARATE DOCUMENT. UPON RECEIPT OF THIS FORM, TUS WILL CONTACT TENDERERS DIRECTLY TO CONFIRM AND SCHEDULE THE SITE VISIT.
CLOSING DATE FOR RECEIPT OF QUERIES:	**THURSDAY 26TH NOVEMBER 2026 @ 12:00 NOON**
DEADLINE FOR RECEIPT OF TENDERS:	**THURSDAY 3RD DECEMBER 2026 @ 12:00 NOON**

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Part 1: Introduction

1.1 Technological University of the Shannon (the "Contracting Authority") invites tenders ("Tenders") to this Request for Tenders ("RFT") from economic operators ("Tenderers") for the provision of services as described in Appendix 1 to this RFT (the "Services").

1.2 In summary: TUS Midwest wish to establish a Single Supplier Framework Agreement for the Provision of a Caretaker Services to the TUS Midwest campuses, as the need arises. The selected Contractor shall provide a caretaker service for Technological University of the Shannon Midwest campuses currently in:

- Limerick: Moylish, Clare Street, Georges Quay, Merriman House
- Tipperary: Thurles &/or Clonmel
- Clare: Bindon St, Ennis

Contractors should note that all caretaking provisions have arisen from the requirement to cover temporarily for TUS positions that will be recruited for, in open competition, in the future.

TUS reserve the right to extend the requirement to other campus locations, should the need arise.

1.3 Not Used

1.4 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). **Any Framework Agreement that may result from this Competition will subject to paragraph 1.6 below, if applicable, be for an initial term of Two (2) years ("the Term").**

1.5 The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of **up to Twelve (12) months** with a maximum of **one (1) such extension** on the same terms and conditions, subject to the Contracting Authority's obligations at law. The Term will **not exceed three (3) years in aggregate**. Service Contracts awarded within the lifetime of the Framework Agreement may themselves exceed beyond the expiry of the Framework Agreement.

1.6 The Contracting Authority estimates the expenditure for the Services to be covered by the proposed Framework Agreements may amount to some €1,100,000 (excl. VAT), over the initial 2 year term and all possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage. Tenderers should note that there is no guaranteed level of expenditure under this Agreement and the Contracting Authority shall be under no obligation to purchase any minimum value of Services under this Framework Agreement.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition.

SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

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

This RFT does not constitute an offer or commitment to enter into a Framework Agreement and/or a Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract.

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

No contractual rights in relation to any Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or a Services Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s). The Contracting Authority reserves the right to operate/award services contracts outside of any of the Framework agreements if required.

Tenderers should note that neither the Contracting Authority nor any Contracting Authority shall be under any obligation to purchase any minimum value of Services under any Framework Agreement.

On each occasion that the Contracting Authority proposes to award a Contract under the Multi Supplier Framework Agreements (Lot 2), the Contracting Authority shall issue each Framework Member a Supplementary Request for Tender ('SRFT') via eTenders. A submission deadline will be set and tenders will be invited in advance of the closing date/time for submissions. Each competition will be scored on a price-only or MEAT (Most economically advantageous tender) basis, as decided by the contracting authority, and as set out in the SRFT.

The Contracting Authority intends to use the Framework for the procurement of requirements falling within the Frameworks' scope during the specified period; however, it reserves the right to go outside the frameworks for the procurement of any requirement without reference to the Framework Member[s]. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

Admission to all frameworks will be conditional upon acceptance of the Framework Agreement and any subsequent Services Contracts and Terms and Conditions of Purchase.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

If for any reason, it is not possible to establish the Single Supplier Framework Agreements to the designated successful tenderer emerging from the Lot 1 competition; the Contracting Authority reserves the right to establish the Single Supplier Framework Agreements with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the University to cancel this competitive process at any time and/or initiate a new contract award procedure at its sole discretion.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

(a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("ESPD"). Tenderers may submit an ESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;

(b). To submit all documentation which this RFT requires to be submitted with their Tender;

(c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;

(d) To conform to and comply with all instructions and requirements set out in this RFT;

(e) To submit the statement required under paragraph 2.4 below; and

(f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK AGREEMENT AND SERVICES CONTRACT

2.3.1 The award of Service Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.

2.3.2 Tenderers should also note the terms and conditions of the Services Contract set out at Appendix 6 to this RFT.

2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 to this RFT by signing the Tenderer's Statement at Appendix 3 (TRD). Tenderers may not amend the Framework Agreement or the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. All tenderers must return, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

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

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the "submit response" icon. After the "Submit Response" button has been clicked, in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

2.6.2 Tenders must be received not later than **Thursday 3rd December 2026 at 12:00 Noon** (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

2.6.3 Tenders must be submitted in English or Irish.

2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using the following formats for example, Word, Excel and/or PDF. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **Thursday 26th November 2026 at 12:00 Noon** unless otherwise published by the Contracting Authority. For the avoidance of doubt, **Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.**

2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Express Interest" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

(a) are furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

(c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

2.10.1 All Tenderers must complete the Pricing Schedules for all Lots they are applying for. Failure to fully complete the pricing schedule for any Lot being applied for will result in disqualification from that Lot.

2.10.2 All prices quoted must be exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for assessment/tender evaluation purposes for 180 days commencing from the tender submission date.

2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

2.10.5 Payments for Goods/Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.

2.10.6 *Not Used*

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISITS

2.20.1 A Site Visit Application Form has been uploaded as a separate document to the Tender Notice. Tenderers must complete and return the site visit form via the eTenders messaging service by **Monday 16th November 2026 at 12:00 Noon.**

It is anticipated that the Site visit will take place at 10:00 a.m. on Wednesday 18th November 2026.

TUS will contact tenderers directly to confirm and schedule the Site Visit once Site Visit Application Form has been received.

Attendance at campus site visits is <u>DESIRABLE.</u>

21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million or foreign Equivalent (for any one claim or series of claims arising out of a single occurrence)
Public Liability	€6.5 Million or foreign Equivalent (for any one claim or series of claims arising out of a single occurrence)
Professional Indemnity	€1,000,000 or foreign Equivalent

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services/Goods Contract.

2.21.3 The successful Tenderer will, during the term of the Services Contract, be required to:

(a) immediately advise the Contracting Authority of any material change to its insured status;

(b) produce proof of current premiums paid upon request;

(c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and

(b) Declared by way of ESPD that either:

(i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or

(ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

(c) Declared by way of ESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

(i) completes and submits a separate ESPD in respect of each such entity, and

(ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

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

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

(i) a Declaration in the form attached at Appendix 4;

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

(iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;

(iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and

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

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

3.2 Tenderers will either **Pass OR Fail** each of the Selection Criteria in this part 3.2. In the event of failing one or more of the Selection Criteria, the Tenderer will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

All Tenderers must declare by selecting appropriate boxes set out in the tables below for information only but in the TRD for completion, that they can meet the following financial and economic standing requirement(s) and must be able to furnish the following documentation at award stage should they be successful. Tenderers will either Pass OR Fail this qualification criterion.

ALL OF THE SELECTION CRITERIA REQUIREMENTS BELOW (TO PAGE 27 INCL.) WILL BE COMPLETED BY TENDERERS IN THE TENDER RESPONSE DOCUMENT.

A1. COMPANY SUMMARY

Tenderer Summary				
Weighting: Pass/Fail **Pass Requirement:** Tenderers must complete this Section				
Tenderer's Name:				
Contact Name:				
Position:				
Business Address:				
Telephone (Office):				
Telephone (Mobile):				
Email:				
Website:				
VAT Registration Number:				
Date of Establishment:				
Legal Status (Company, Sole Trader, etc.):				
Company Registration Number				
Is the Tenderer a Small and Medium Enterprise (SME)?	Yes		No	

SMEs are enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding €50 million, and/or an annual balance sheet total not exceeding €43 million				
Is the tenderer a consortium / group of Economic Operators?	Yes		No	
If yes, please provide the following information				
Name	Legal Status	Element to be Delivered		

A.2 FINANCIAL CAPACITY

Tax Compliance		
Option 1: I confirm and declare being tax compliant. The Contracting Authority can verify your tax clearance status through Revenue's online facility at http://www.revenue.ie/en/online/tax-clearance.html To this end, please confirm:	Yes	
	No	
Tenderer Name:		
Tax Reference Number (PPSN):		
Access Number:		
Option 2: I confirm that I hold a current valid Tax Clearance Certificate (generally relates to Non-Residents) To this end, please confirm:	Yes	
	No	
Registration Number:		
Certificate Number:		
Option 3: I confirm that I have applied for Tax Clearance status or a Tax Clearance Certificate which will be made available on request	Yes	
	No	

Financial Capacity
I confirm that our turnover reached or exceeded €550k per annum averaged over the last three financial years or pro-rata if more recently established firms are tendering – however the firm must have been in

existence for at least 6 months. Evidence of the foregoing will be required within 7 days of request prior to the award of any contract.

Financial Year	2025	2024	2023
Turnover	€	€	€
Month of financial year end			
I confirm that I will, if successful, provide evidence of turnover for the past three financial years by way of auditor's letter or audited accounts), promptly on request		Yes	
		No	
I confirm that I will supply evidence of financial standing, by way of auditor's letter ensuring the tenderer party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.		Yes	
		No	

Insurances

The following insurances are the minimum insurance levels required and the successful tenderer will be requested to provide evidence of same :

	Employer Liability	Public Liability	Professional Indemnity
Minimum Limit of Indemnity required by The Contracting Authority	€13,000,000	€6,500,000	€1,000,000

Insurance Type	Level in place	Details of Excess	Expiry Date
Employer Liability	€		
Public Liability	€		
Professional Indemnity	€		
I confirm that the insurance cover includes an 'Indemnity to Principal' clause		Yes	
		No	
I confirm that the Republic of Ireland is included in the territorial and jurisdictional limits of the insurance cover		Yes	
		No	
		Yes	

I confirm that I will provide the following promptly on request if successful: Evidence of insurances in place	No	
I confirm that if successful, where the levels required under the contract or framework are higher than those currently in our possession, I will be in a position to put the required forms and levels of insurances required in place promptly, within one week of notification of intention to award contract.	Yes	
	No	
Please note that the Contracting Authority may seek to verify self-declarations regarding financial capacity prior to next stage of the competition.		

Signed:	
Position:	
Date:	

SUB-CONTRACTING (TO BE COMPLETED IN THE TRD ONLY)

TUS understands that there may be elements of the contract which may need to be subcontracted or outsourced by suppliers. Please indicate if you propose to use any sub-contractors for the delivery of any element of this contract. **[In this instance, sub-contractors will be an organisation/institution(s) which you may propose to subcontract for elements of the system or service delivery.]**

Do you propose to use any sub-contractors?	
Envisaged Scope of the services to be carried out by the sub-contractor	
% of contract which will be sub-contracted	%
Name(s) and contact details of other members of grouping.	Company Name: Company Address: Contact Name: Contact Telephone: Contact Email:

Role of lead member of the grouping	
Role of other members of grouping	

A.3 PREVIOUS EXPERIENCE (TO BE COMPLETED IN THE TRD ONLY)

Previous Experience
Weighting: Pass/Fail **Minimum requirement to remain eligible in the competition**: Tenderers must have successfully performed three (3) contracts involving the supply of a similar Caretaking Services within the past three (3) years. Using the template tables provided below (in the TRD), Tenderers must provide the information specified in respect of each reference contracts. The reference contracts must: • show the tenderer has delivered some or all of the same contract requirements as the proposed contract requirements specified in Appendix 1 of this RFT, • include provision of Caretaking Services of a similar scale and nature; and • be of similar value to the contract being tendered for. • have been provided in the last 3 years • show experience of delivery of services in a live environment with access to the public. Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the Tender Requirements being sought. If a tenderer is unable to provide the required evidence of previous organisational experience and chooses to rely on the relevant professional experience of the individual staff members proposed for the delivery of the contract, detailed evidence of the prior experience, qualifications and competencies of the nominated personnel must be provided. In such cases tenderers are responsible for ensuring that sufficient information is provided to allow the Contracting Authority to assess the tenderers capability to meet the tender requirements.
The contracts listed should be chosen to demonstrate your skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of Contracting Authority is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required.
Tenderers must provide three (3) satisfactory customer references confirming the information provided in response to paragraph 3.2.B(a) of the RFT. Using the template table included below, Tenderers must indicate consent to allow the Contracting Authority to contact the nominated referees without further notice being given to the Tenderer. Referees may be required to confirm that the information submitted by the Tenderer in response to paragraph 3.2.B(a) is true, accurate and not misleading in any way. Failure to provide the required documentation may result in the Tenderer being eliminated from the tender Competition.

REFERENCE CONTRACTING AUTHORITY NO. 1	
Company Name:	
Contact name:	
Contact role:	
Contact Tel. number	
Contact email address:	
COMPREHENSIVE DESCRIPTION OF CONTRACT DELIVERED INCLUDING:	
Duration of contract including start and completion dates (If completed)	
Role of the Tenderer in this contract	

Description and scope of the services provided by the Tenderer			
Describe the relevance of this example to the current requirement			
Current Contract Status – on-going, complete			
APPROX. VALUE (€)		**DATE(S) DELIVERED**	
I consent to allow TUS to contact the nominated referees without further notice being given to me.		Yes	
		No	

REFERENCE CONTRACTING AUTHORITY NO. 2	
Company Name:	
Contact name:	
Contact role:	
Contact Tel. number	
Contact email address:	
COMPREHENSIVE DESCRIPTION OF CONTRACT DELIVERED INCLUDING:	
Duration of contract including start and completion dates (If completed)	
Role of the Tenderer in this contract	
Description and scope of the services provided by the Tenderer	

Describe the relevance of this example to the current requirement			
Current Contract Status – on-going, complete			
APPROX. VALUE (€)		**DATE(S) DELIVERED**	
I consent to allow TUS to contact the nominated referees without further notice being given to me.		Yes	
		No	

REFERENCE CONTRACTING AUTHORITY NO. 3	
Company Name:	
Contact name:	
Contact role:	
Contact Tel. number	
Contact email address:	
COMPREHENSIVE DESCRIPTION OF CONTRACT DELIVERED INCLUDING:	
Duration of contract including start and completion dates (If completed)	
Role of the Tenderer in this contract	
Description and scope of the services provided by the Tenderer	
Describe the relevance of this example to the current requirement	

Current Contract Status – on-going, complete			
APPROX. VALUE (€)		**DATE(S) DELIVERED**	
I consent to allow TUS to contact the nominated referees without further notice being given to me.		Yes	
		No	

A.4 HEALTH & SAFETY COMPLIANCE (TO BE COMPLETED IN TRD ONLY)

Tenderers must complete and sign the Health and Safety Declarations below. In the case of a grouping or a submission proposing the use of subcontractors, each group member or subcontractor likely to perform the role of "Contractor" under this contract must complete and sign the Health and Safety Declaration. All notifiable accidents, enforcement actions, legal proceedings, accidents, fatalities or incidents must be disclosed. In the event that any such incidents are declared, the tenderer, grouping member or subcontractor will be required to satisfy the Contracting Authority that adequate measures have been put in place to address any deficiencies in their Health and Safety procedures.

In the case of a grouping or a tender submission proposing the use of subcontractors, this criterion must be completed separately by each grouping member or subcontractor likely to perform the role of "contractor" under this contract.

Do you comply with the Safety Health & Welfare at Work Act 2005	Yes		No	
Name of Manager responsible for Health and Safety				
If so, is it 3rd party certified or managed in-house?	3rd Party Certified			
	In-House			
If 3rd party certified, please provide the following information:	Date of most recent certification			
	Scope of Certification			
	Name of Certification Body			
	Evidence will be provided on request		Yes	
			No	
Declaration regarding Health & Safety				
We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations				

2006. In particular, we are familiar with the general duties of Contractors as outlined in Part 3 Regulations 24-29 of the Safety Health & Welfare at Work (Construction) Regulations 2006; also with the specific duties enumerated in Parts 4-14, Regulations 30-105 of those Regulations and Schedules 1-6 of those Regulations. We are aware of and will take into account the general principles of prevention as enumerated below when carrying out construction work associated with the project.

General Principles Of Prevention Applicable To Contractor

The purpose of the General Principles of Prevention is to provide a framework within which account is taken when identifying hazards in the risk assessment required under section 19 of the Safety, Health and Welfare at Work Act 2005.

(i) The avoidance of risks;

(ii) The evaluation of unavoidable risks;

(iii) The combating of risks at source;

(iv) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their effect on health;

(v) The adaptation of the workplace to technical progress;

(vi) The replacement of dangerous articles, substances or systems of work by non-dangerous articles, substances or systems of work;

(vii) The giving to collective protective measures priority over individual protective measure;

(viii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organization of work, working conditions, social factors and the influence of factors related to the working environment;

(ix) The provision of appropriate training and instruction to employees.

Obligations Under Section 17(3)

We are aware as Contractors of our obligations under Section 17 (3) of the Safety Health & Welfare at Work Act 2005 to ensure so far as is reasonably practicable that the project 'is constructed to be safe and without risk to health and that it complies in all respects, as appropriate, with the relevant statutory provisions'.

Compliance By Staff

We confirm that all staff have received, read and will apply the Safety, Health and Welfare at Work (General Application) Regulations 2007 and the Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007. Where the role required is Contractor risk assessments will be carried out and maintained on the job file.
We confirm that in our opinion this declaration is deemed to satisfy our obligations in relation to the following areas given the scope and nature of the proposed works:
(i) Health and Safety Policy and Organization;
(ii) Arrangements;
(iii) Competent Advice;
(iv) Training and Information;
(v) Individual Qualifications and Experience;
(vi) Monitoring, Audit and Review;
(vii) Workforce Involvement;
(viii) Accident/Incident Reporting, Review;
(ix) Sub-consulting Procedures;
(x) Hazard Management and Risk Assessment;
(xi) Health and Welfare.

Enforcement Actions, Legal Proceedings, Accidents, Fatalities Or Incidents

In relation to enforcement actions, legal proceedings, accidents, fatalities or incidents associated with the discharge of our duties as Contractor or PSCS (whether the relevant discipline is the subject of this declaration or not) over the last three years:

(Please attach any details or, alternatively, confirm that no enforcement actions, legal proceedings, accidents, fatalities or incidents have arisen).

Competent And Resourced

We confirm that in our opinion our organisation is competent and adequately resourced to fulfil its obligations under the Safety, Health and Welfare at Work Act 2005 and that our organization has adequate resources to fulfil the role of Contractor as stated above.

Name of Economic Operator	
Name of Authorised Signatory	
Signature	

Candidates must sign the above declaration confirming their competence to meet the specified minimum standards in respect of adequate health & safety procedures.

SAFETY STATEMENT

We declare that we, the applicant, has a Safety Statement in the format outlined at https://www.hsa.ie/eng/ which will be provided on request and that all of the requirements listed below are addressed in the Safety Statement as is the evidence relating to the *minimum standards* also listed below which have been met. If the requirements and minimum standards have not

been addressed in the Safety Statement separate evidence is to be provided on request which demonstrates that such requirements and minimum standards have been met.

Requirements		Minimum Standards
• A copy of the tenderer's current general health and safety policy;		• A general Health and Safety policy document appropriate to a Health and Safety led Construction Management role;
• An outline of the tenderer's management organisational structure with regard to allocation of duties, delegation of responsibilities, etc., in relation to Health and Safety;		• The relevant management organisational structure document indicating the duty holders responsible for Health and Safety;
• Copies of standard forms used for method statements and risk assessments as part of our duties under the Safety, Health and Welfare at Work Act 2005;		• A standard method statements (relevant to projects of a similar size, nature and complexity) covering all stages of the construction project life cycle from initiation to project completion;
• Details of arrangements for continuing training of personnel in Health and Safety, including personnel who would be employed on the project;		• Evidence of training arrangements in place appropriate to the size and complexity of the work. (This must include specific Health and Safety training);
• Details of the company's procedures for disseminating up-to-date developments on health and safety issues;		• Evidence that there is an adequate organisational structure in place within the company to facilitate the dissemination of up-to-date developments on health and safety issues.
• Details of the company's arrangements for the co-ordination of information between the different contractors, suppliers and designers involved in a project;		• Evidence that there are adequate arrangements in place for the coordination of information between Contractor and PSCS with an adequate mechanism in place that tracks and records delivery and receipt of information distributed.

Name of Economic Operator	
Name of Authorised Signatory	
Signature	

Tenderers should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

3.3 AWARD CRITERIA

3.3.1 Tenderers will be ranked within the respective Lot on the basis of the most economically advantageous tender in accordance with the following criteria:

AWARD CRITERIA				
AWARD CRITERIA		**WEIGHTINGS**	**MAXIMUM SCORE AVAILABLE**	**MINIMUM SCORE REQUIRED**
Qualitative Criteria				
A	**SUITABILITY AND EXPERTISE OF PROPOSED RESOURCES**	**20%**	**2,000**	**1200**
B	**AVAILABILITY AND RESPONSIVENESS OF PERSONNEL RESOURCES**	**10%**	**1,000**	**600**
C	**METHODOLOGY FOR CONTRACT MANAGEMENT**	**20%**	**2,000**	**600**
D	**SUSTAINABILITY**	**10%**	**1,000**	**600**
Quantitative Criteria				
E	**ULTIMATE COST**	**40%**	**4,000**	***n/a***
	TOTAL	**100%**	**10,000**	

Supplier Notes

- Only Tenderers meeting the Selection Criteria outlined in section 3.2 will proceed to be assessed under the award criteria. Admittance to the single supplier Framework Agreement/s will be awarded on the basis of the most economically advantageous tender as identified in accordance with the above listed award criteria.
- Tenders must score at least 60% of marks allocated under each of the qualitative criteria before being eligible for consideration under the cost criteria.
- Tenderers should note that for each of the qualitative criterion above the minimum score must be achieved. If a tenderer fails to receive the minimum score in any of the qualitative criteria, the proposal is eliminated and not evaluated on the quantitative criteria: ultimate cost.
- Tenderers must address each of the requirements in the RFT and submit a detailed description of your service which demonstrates how the requirements will be met. Tenderers must show their approach to the delivery of the services sought. A mere affirmation statement by the Tenders that it can/will do or a reiteration of response requirements is not sufficient in this regard.
- Please note responses to individual questions will NOT be scored separately but collectively they will provide a basis for assessing the merits of the tenderer's overall response to each award criterion and sub-criterion.
- Compliance with all the standards as regards health and safety, quality assurance and analytical protocols is expected.
- Where abnormally low tenders are received the Evaluation team shall require the tenderer to explain the price proposed in Appendix 2. (Per Article 69 of the EU Procurement Directives 2014/24). Where the tenderer cannot provide a sufficient explanation, the contracting authority is entitled to reject the tender

Tenderers are required to ensure that their Tender Response Document (TRD) provides the detailed information required for assessment against the award criteria stated above.
Only tenderers who have achieved the minimum scores in sections A, B & C will be evaluated against Ultimate Cost.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any tender. Invitation to the Framework(s) will be on the basis of the Most Economically Advantageous Tender received, in accordance with the detailed award criteria and weightings set out above.

EVALUATION OF QUALITATIVE AWARD CRITERIA

A total of 6,000 marks is allocated across the qualitative criteria, which equates to 60% of the overall marks available.

For each of the non-cost criteria included in Table 1 above, the scoring methodology set out in Table 2 below will apply. In accordance with the scoring methodology:

A. the tender evaluation panel will determine into which of the six bands outlined in the table below, the response falls.;

B. the tender evaluation panel will then assign a mark within the scoring range of the selected band depending on the quality of the response

C. Marks will be calculated to two decimal places.

Table 2: Scoring of Qualitative Award Criteria will be as follows:

Scoring	Scoring Range	Meaning
Excellent	**91% – 100%**	Excellent response that fully meets and exceeds requirements, providing comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an exceptional standard.
Very Good	**80% – 90%**	A very good response that demonstrates real understanding and fully meets the requirements and provides convincing assurance that the Tenderer will deliver to high standard.
Good	**60% – 79%**	A satisfactory response which demonstrates a reasonable understanding of requirements and provides reasonable confidence that the minimum requirements will be delivered. However, it does not provide sufficiently convincing assurance to award a higher mark.
Fair (below minimum required)	**30% - 59%**	A response where reservations exist due to a lack of convincing details and comprehensive credibility. There is a significant risk that the requirements will not be delivered to a satisfactory standard.
Poor (below minimum required)	**1% – 29%**	A response that raises significant reservations, due to insufficient detail, critical or notable deficiencies, that seriously lacks credibility, presenting a high risk of non-delivery.
0 (below minimum required)	**0%**	No Response or partial Response that completely fails to address the criterion under consideration.

3.3.1A SUITABILITY AND EXPERTISE OF PROPOSED RESOURCES

Please complete the relevant section of the TRD in relation to this. Tenderers should provide curricula vitae of the proposed Account Manager and the proposed caretaking personnel, where applicable, indicating their expertise in caretaking services with relevance to the type of service at TUS as specified in the tender.

Requirements of the individual(s) on site

- Fluent in English
- Good communication Skills
- Reliable and flexible
- Ability to work on own initiative

- Customer focused and proactive
- Must be in good health
- Garda Síochána Clearance may be requested.

Experience

- A minimum **5 years** experience.

Key Qualities

Job specific knowledge and skills critical for effective performance in post:

- *Essential*:
    - The ability to communicate effectively with Authority representative.
    - Ability to organise own workload and Risk Assess any relevant work tasks.
    - Ability to prioritise and reprioritise tasks and in consultation with the Authority representative as necessary.

3.3.1B AVAILABILITY AND RESPONSIVENESS OF PERSONNEL RESOURCES

Tenderers shall demonstrate their ability to provide suitably qualified and vetted caretaker personnel at short notice to cover planned and unplanned absences. Responses should include:

- The number of caretakers available within the local area.
- Details of qualifications, training and vetting.
- Procedures for mobilising personnel.
- Response times for emergency and routine cover requests.
- Contingency arrangements for multiple simultaneous absences.

The following minimum requirements should be addressed in your response:

- Short-Notice Requirement: Caretaker available on site within 24 hours of notification.
- Planned Cover: Caretaker available within a week's notice.
- Out-of-Hours Contact.

Tenderers should also outline their process for recruitment of caretakers including their method of conducting background checks on employees.

3.3.1C METHODOLOGY FOR CONTRACT MANAGEMENT

Tenderer should provide information on each of the following in the TRD (Tender Response Document) when outlining their methodology for contract management:

Details	General Requirements
Nomination of Account Manager	The tenderer shall nominate an Account Manager or Technical Account Manager who will act as the main points of contact with TUS It is a requirement of the proposed contract that the Account Manager will have the necessary authority to take decisions and

	deal directly with all matters relating to this contract. It is important that TUS have a point of contact at all times, to ensure any issues which may arise are resolved in a timely manner.
Relationship with TUS	Tenderer shall outline how they propose to manage their ongoing relationship with TUS
Reporting on visits	The tenderer shall indicate how they will manage, additional manpower requests and its reporting
Reporting on progress/completion of works	The tenderer shall maintain a log book (Timesheets). This log book can be either in electronic or paper format
Escalation of critical issues	The tenderer shall display how they will escalate issues if they arise.
Handling of complaints/disputes	Tenderers should outline their method of handling complaints/disputes.
Ensuring compliance with Regulatory/Health & Safety requirements	Given this is a working college the tenderer should display minimal safety checks undertaken during their time on site.

3.3.1C SUSTAINABILITY

Tenderers must detail their organisations approach to Environmental considerations & Sustainability **applicable to the execution of services under this Caretakers Framework.**

This should include training caretakers have undertaken in relation to sustainability.

Information submitted must be related to the Environmental considerations & Sustainability applicable to the execution of services under the Caretakers Services Framework.

Other information about your general company approach to Environmental considerations & Sustainability will not be marked.

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

3.3.1E EVALUATION OF ULTIMATE COST

Only tenderers who have achieved the minimum scores in sections A, B,C & D will be evaluated against Ultimate Cost.

For the purpose of this Competition, Tenderers are required to quote Maximum Hourly Rates to deliver the services required using the Pricing Schedule included in section 2.2 of the TRD.

The lowest cost proposal always receives the maximum marks available.

The score for all other Tenderer's prices will be calculated using the following formula:

Cost Score = Lowest Maximum Hourly Rate X Maximum Score Available
Lowest Maximum Hourly Rate under Consideration

Tenderers will be assessed on the following maximum hourly rates:

- Maximum weekly hourly rate (Monday to Saturday) (3,400 marks)

- Maximum Sunday hourly rate (300 marks)

- Maximum bank holiday hourly rate (300 marks)

Each maximum hourly rate shall include the following elements.

1. The applicable base pay rate, determined in accordance with all relevant employment legislation, including any applicable Employment Regulation Orders (EROs), Sectoral Employment Orders (SEOs), Registered Employment Agreements (REAs), and statutory employment requirements. Such rates shall be subject to adjustment during the term of the Services Contract in accordance with any legislative changes;

2. An Employer PRSI element based on the applicable rate of pay, calculated in accordance with current legislation and subject to adjustment during the term of the Services Contract in line with any legislative changes; and; and

3. A fixed cost element – an all-inclusive element to be specified by the Tenderer to cover all other costs associated with the provision of the service, to include transportation costs between sites.
Except where adjustments arise as a result of changes to applicable employment legislation, including Employer PRSI rates and any statutory rates of pay applicable to personnel engaged in the Services, the maximum hourly rate shall be deemed to be fully inclusive of all costs and expenses associated with the provision of the Services, including overheads, administration, supervision, travel, profit and indexation. Rates shall be quoted in Euro (€) only and exclusive of VAT, which shall be identified separately.

Prices quoted must be in euro (€) only, Failure to complete the table as directed may result in your tender being invalid. Prices must be exclusive of VAT with VAT rates, where appropriate, shown separately. All costs proposed must be on an all-inclusive fixed price basis inclusive of all fees, costs and expenses. Where there is an exceptional cost then any such cost must be sanctioned in advance by the Contracting Authority.

Note: the rates proposed by tenderers at the time of responding to the RFT are Maximum Rates and cannot be increased over the term of the contract.

Tenderers should complete the Pricing Schedule & Form of Tender included in the TRD and submit it as part of their tender submission.

3.3.1F TOTALLING OF MARKS

The total marks achieved for the qualitative award criterion and sub-criteria (Step 1) will be added to the total marks achieved for the cost criterion (Step 2) to arrive at a Total Overall Score. The Tender

with the highest Total Overall Score will be deemed to be the MEAT and will be deemed successful, subject to meeting all other requirements of this RFT.

3.3.1G NEXT RANKED SUPPLIER

The award of any framework is subject to the successful tenderer meeting the required specification and standards as set out in this RFT and Appendix 1. Should the required specification and standards not be met, the Contracting Authority reserves the right to award any framework to the next highest-ranked Tenderer.

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

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

(b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

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

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and

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

3.6 RETURN OF SIGNED CONTRACTS

3.6.1 The successful Tenderer must sign and return the respective Framework agreement(s) and the Confidentiality Agreement, to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement(s) returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement(s) in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Framework Agreement(s) and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award Framework membership to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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

SPECIFICATION FOR THE PROVISION OF CARETAKER SERVICES FOR TUS MIDWEST

INTRODUCTION

Technological University of the Shannon Midwest (TUS Midwest) consists of multiple campuses located in Limerick, Tipperary, and Clare. The TUS Midwest Estates Office is responsible for the management of all buildings and facilities services contracts and shall manage this contract on behalf of TUS Midwest.

TUS Midwest requires a competent and experienced company to provide caretaker services for some of the buildings at the various TUS Midwest campuses.

GENERAL DESCRIPTION OF SERVICE

The selected Contractor shall provide a caretaker service for Technological University of the Shannon Midwest campuses currently in:

- **Limerick:** Moylish, Clare Street, Georges Quay, Merriman House
- **Tipperary:** Thurles
- **Clare:** Bindon St, Ennis

Contractors should note that all caretaking provisions may arise from time to time from the requirement to cover temporarily for TUS positions that will be recruited for, in open competition, in the future. Such positions will be notified to caretakers and contractors will be eligible to apply for these TUS positions in open competition in accordance with the normal recruitment policy in place in TUS Midwest from time to time. Nothing in this document will create an entitlement to transfer into such a role.

TUS reserve the right to extend the requirement to other campus locations, should the need arise.

DESCRIPTION OF SERVICES

The provision of appropriate personnel for caretaking duties. As part of these caretaking duties, in many cases the Contractor's personnel shall be required to act as a member of the security monitoring team, and duties shall include monitoring the closed-circuit television (CCTV) system and reporting of any acts of crime or vandalism.

The Contractor's staff may also be required to carry out projects with our estates team as they arise. Due to the response nature of the services and also the nature of university business, there shall be a requirement for services to be carried out after normal business hours and at weekends.

This contract may also include emergency call-out provision. TUS Midwest cannot guarantee the numbers of staff required at any one time or that the workload shall be continuous.

Typical Caretaking Duties

- Support Staff & Students
- actively supporting the welfare of students and staff by maintaining awareness of their surroundings and promptly identifying and reporting any concerns or issues.

Equipment Checks

- Equipment fault reporting
- Emergency lighting weekly visual testing set out in accordance with IS 3217
- Fire detection and alarm system weekly testing
- Daily and weekly testing of automatic door releases

Fire

- Maintaining the fire register
- First response to fires
- Ensuring all escape routes are free from obstruction at all times

Security

- Monitoring of CCTV System
- Reporting any acts of crime or vandalism
- Responsible for safe keeping of lost property entrusted to care for pending owner
- Monitor equipment and supplies ensuring that it stays in building and returned if required
- To be familiar with and perform emergency procedures from time to time in the areas of health & safety & fire
- To respond to any potential critical incidents if required

Miscellaneous

- Ensuring all doors and windows are opened and locked as required
- To keep TUS keys in safe custody and to ensure as far as possible that no unauthorised persons have any access to any part of the building or grounds at any time
- Notification of requirement for waste collection and removal
- Leaf debris removal
- To be responsible for directing any visitors, students or staff to appropriate destination
- Light gardening duties
- Minor repairs as required
- Accepting deliveries and routing mail. Delivering mail to appropriate areas
- Overseeing surveillance

- Monitoring air conditioning and heating levels in a building
- Light painting duties as required
- Parking management duties for events on campus
- Event & exam set ups removing and setting up furniture, signage, support all duties relating to these events
- To undertake any training that may be required from time to time
- Additional duties as required

NOTICE PERIOD

Caretaking cover under this contract may be subject to short notice and the successful Contractor must be capable of arranging for and successfully performing the duties in a timely manner.

HUMAN RESOURCES REQUIRED

The Contractor shall provide the personnel, as required, in order to carry out the service. The persons provided must be suitably qualified and have extensive experience of caretaking duties of a similar scope. They must be able to work on their own initiative as well as be able to organise, prioritise, and carry out their duties in a systematic fashion under the direction of the Estates Office.

SKILLS REQUIRED

- Good communication skills
- Reliable and flexible
- Ability to work on own initiative
- Customer-focused and proactive
- Computer literacy in order to use our software Trackplan FM (Full training shall be provided of this application.

TRANSPORT

The Contractor shall provide for transport between all TUS Midwest sites as required, and this is deemed to be included in the hourly rates.

SCHEDULE OF SERVICES TO BE PROVIDED

The following non-exhaustive list outlines the services generally required:

1. Provision of appropriately qualified personnel available to ensure continuity of service at all times.
2. The Contractor shall be expected to meet high standards of performance and consistently deliver quality services in line with the requirements outlined in this document.

Please note that TUS reserve the right to extend the requirement to other campus locations or reduce hours should the need arise.

SUBLETTING

The Contractor may not sublet any obligations under this agreement. All personnel are to be employed directly by the Supplier and shall be subject to, but not limited to, normal payment terms, entitlements and allowances, PRSI, Tax, and other statutory deductions.

CONTRACTOR'S PERSONNEL

The Contractor's staff should be helpful and courteous at all times. The Contractor shall ensure that all employees at work on the TUS Midwest campus adhere to confidentiality, security, safety, and Human Resources policies and procedures. Contractor employees who shall be physically located on TUS Midwest property shall be required to meet the following:

1. Contractor shall verify that all potential personnel have submitted all necessary documentation to be legally employed in Ireland.
2. Contractor is responsible to ensure Garda Síochána Clearance is in place for all personnel.
3. Personnel must have appropriate skill levels compliant with the job function.
4. Contractor employees shall wear attire, i.e., TUS Midwest Uniform, which shall be provided by TUS Midwest.

4.1 The Contractor must provide comfortable safety footwear.

4.2 The Contractor must also provide PPE wet gear for the caretakers as outdoor work is often required

5. Each of the Contractor's personnel shall sign in and sign out when entering and leaving TUS Midwest sites (using the TUS Midwest contractor's logbook or electronic reader where provided).
6. Contractor is responsible for the compilation of the reports from its T&A (Time & Attendance) system each week and submitting them as part of the Contractor's weekly reports.
7. Maintain good personal hygiene and always appear clean and tidy.
8. Contractor may not use , personal mobiles, stereos, televisions, or similar devices whilst at work outside of breaks.
9. Contractors may not use TUS Midwest telephone facilities other than to carry out their duties under this Agreement.
10. Always be punctual.
11. Continuously clear away rubbish as it arises and maintain clean, safe, and tidy work areas.
12. Keep work areas clear of personal belongings.
13. Be licensed where applicable to perform the work and have a current Safepass Card.
14. Smoking is not allowed on the premises. Smoking is only allowed in designated areas during agreed breaks. Buildings and Estates shall identify such areas as requested. Smoking may not occur at the entrance of any university building.

15. Contractor shall not borrow, use, or cause to be used any tools, materials, equipment, or other property of the university without the consent of the Estates Office. Any tools or other items which the Estates Office may provide to the Contractor are strictly on loan to them. The Contractor must keep such items in good repair and, where appropriate, calibrated, use them solely for the university's benefit, and return them promptly on request or on termination of this Agreement.

16. Personnel shall work closely with the Estates Office employees to foster a positive team environment. This shall involve attendance at and active participation in team meetings, respecting the authority of management, developing a fuller understanding of the maintenance process where required, and attendance at continuous skill and team development exercises. Personnel shall cause no disruption to TUS Midwest's activities in supplying the Products and/or Services. Except in the event of an emergency, any work to be completed by the Contractor which is likely to affect TUS Midwest's business operations, processes, machinery, or service shall require the prior consent of the Estates Office.

17. Personnel should not engage in any other personal business activities that could be construed to represent a conflict of interest with TUS Midwest's business.

18. Personnel should not present themselves as TUS Midwest employees for the purpose of seeking credit or business credibility to any third party engaged in the provision of credit or funds to support an enterprise or business idea.

19. Neither the Contractor nor its personnel shall use the premises for any purpose other than that necessary for the supply of services and fulfilment of its obligations under this Agreement.

20. No temporary or permanent advertisements, boards, notices, or signs shall be permitted at the premises except as approved by the Estates Office.

21. **Records Retention:** Site records and certificates—including manufacturer's or contractor certificates of tests, timesheets, site accident reports, delivery receipt documents, invoices, incident reports, and permits to work—shall be retained by the Contractor for at least five years following the completion of any project or works executed under this Agreement.

10. MANAGEMENT OF PERSONNEL

1. **Employment Relationship: All aspects of the management of personnel are and at all times will remain, the sole responsibility of the Contractor and the Contractor acknowledges and agrees that the Contractor shall at all times remain the employer of the personnel and shall be responsible for all employment related matters arising in relation to the Caretakers. At no time shall personnel consider themselves employees of TUS Midwest, nor shall they engage with the TUS Midwest payroll, administration, or human resources departments and nothing in this document will create any employment related rights between the Caretakers and TUS Midwest. Additionally, nothing in this document shall create a right or entitlement for such caretakers to transfer into employment of TUS Midwest. The Estates Office reserves the right to screen all personnel requiring access to University sites, and the Contractor shall supply the University with any information reasonably required for this purpose.**

2. **Background and Reference Checks:** The Contractor must maintain documented procedures to ensure that comprehensive reference and background checks are completed prior to appointing any individual. Should TUS Midwest designate specific personnel as "Key Personnel," it shall formally notify the Contractor, and the Contractor shall not reassign such individuals to other accounts without the prior written consent of the University.

3. **Labour Relations and Indemnity:** The Contractor assumes full responsibility for its own labour relations and strict compliance with applicable employment legislation. The Contractor shall fully indemnify TUS Midwest against any claims arising from employment-related issues between the Contractor and its employees. **The parties agree that the provisions of the European Communities (Protection of Employees on the Transfer of Undertakings) Regulations 2003 shall not apply to the commencement or termination of this agreement for any reason.**

4. **Removal of Personnel:** If the Contractor or any of its personnel engages in behaviour or activity which, in the reasonable opinion of TUS Midwest, is detrimental or contrary to the terms and spirit of this Agreement, breaches statutory regulations, or disrupts normal University operations, TUS Midwest reserves the absolute right to require immediate removal of the identified individual(s) from the campus. The Contractor shall utilize its best endeavours to deploy a temporary replacement immediately and must provide a permanent replacement within two weeks.

5. **Anti-Bribery and Corruption:** The Contractor shall not offer, give, or agree to give any person employed by TUS Midwest any gift, consideration, or inducement of any kind as a reward for securing, performing, or influencing any action related to this Agreement. TUS Midwest's decision shall be final and conclusive in any dispute or question arising from the interpretation of this clause or the University's right to terminate the Agreement under it.

6. **Workforce Tracking:** The Contractor shall maintain strict, accurate records of its entire workforce deployed under this contract, including total hours worked, specific building locations, terms and conditions of employment, and any workforce modifications. This data shall be made available to TUS Midwest immediately upon request.

7. **Notice of Personnel Changes:** Where feasible, the Contractor shall provide at least two weeks' written notice to the Estates Office regarding any proposed changes to deployed personnel. Replacement staff must possess qualifications and experience equal to or exceeding those of the personnel they replace.

8. **Performance Monitoring:** The Contractor shall continuously monitor and evaluate the performance of each staff member to ensure TUS Midwest receives an optimal standard of service. If TUS Midwest is unsatisfied with the performance or conduct of any Contractor employee and determines improvement is unlikely, the Contractor shall remove that individual from the campus within two weeks of receiving a formal request.

11. HEALTH AND SAFETY REQUIREMENTS

In executing works across all campuses, the Contractor shall strictly observe all applicable laws, rules, and regulations concerning workplace health and safety. Additionally, the Contractor must comply with all TUS Midwest health and safety procedures. TUS Midwest reserves the right to amend these procedures periodically and shall provide updated versions to the Contractor.

1. **Pre-Tender Information:** As part of the tender submission process, Contractors are required to provide the following information (as detailed in Appendix One: Evaluation Criteria Survey):
    - Safety Management Systems and Procedures
    - Completed Training Programs
    - Safety Audits and Compliance History
    - Accident Investigation Procedures
    - Historical Accident Records
    - Comprehensive Insurance Details
2. **Post-Approval Documentation:** Upon contract approval, the Contractor must submit signed, up-to-date copies of the following documents:
    - Company Safety Statement
    - Valid Insurance Certificates (encompassing both Public Liability and Employer's Liability)
3. **Health Standards and Regulations:** The Contractor must ensure that all industry-specific health, hygiene, and safety standards are rigorously maintained. The Contractor is responsible for continuously updating its Safety Statement to align with evolving European Safety Standards.
4. **Compliance Training:** The Contractor shall ensure that all deployed personnel are comprehensively trained in and comply with TUS Midwest safety protocols, Health and Safety Authority (HSA) regulations, and broader European Safety Standards relevant to their duties.
5. **Incident Investigation:** The Contractor is solely responsible for leading accident and incident investigations following any injury or "near miss" involving their personnel while operating or providing services on university property.
6. **Reporting Deadlines:** The Contractor must complete and submit an official accident report form to the Estates Office before the conclusion of the specific shift on which the incident occurred. Supporting documentation—including witness statements, site photographs, a final root-cause analysis report, corrective action plans, and a formal return-to-work certificate upon the operator's recovery—must be submitted systematically.
7. **Personal Protective Equipment (PPE):** The Contractor must provide, and ensure its personnel are trained to properly use, all necessary Personal Protective Equipment (PPE) required for the safe execution of their duties on campus. This includes all PPE identified within the Contractor's safety statement, risk assessments, and method statements. Safety footwear and high-visibility vests must be always worn.
8. **Cost of PPE:** Where formal risk assessments dictate the mandatory use of specific PPE, the Contractor's personnel must fully comply. The provision and issuance of all required PPE to Contractor personnel shall be handled at no additional cost to TUS Midwest.

9. **Emergency Protocols:** The Contractor and its personnel must maintain full awareness of, and strictly adhere to, TUS Midwest Emergency Procedures and their associated roles and responsibilities while on campus.
10. **First Aid Supplies:** The Contractor shall supply and maintain localized first aid materials and provisions for its personnel in strict accordance with national legislation.
11. **First Aid Personnel:** The Contractor is required to deploy certified first-aid personnel to ensure immediate treatment is available in the event of an operational injury on campus.

12. Reporting and Review Requirements

12.1 Monthly Operational Meetings

The Contractor shall attend monthly operational meetings with the TUS Midwest Estates Office, where requested, to review service delivery during the preceding month, discuss operational performance, address any issues arising, and plan upcoming activities and service requirements.

12.2 24/7 Emergency Availability

The Contractor shall provide the TUS Midwest Estates Office with dedicated emergency contact details, ensuring that management and designated key personnel are available 24 hours a day, 7 days a week, 365 days a year.

The Contractor shall immediately notify the Estates Office of any changes to emergency contact personnel or contact information to ensure records remain current at all times**.**

The cost of maintaining this continuous emergency availability shall be deemed to be included within the Contract Rates, and no additional payment shall be made in respect of this requirement.

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13. TRAINING REQUIREMENTS

The Contractor shall assume sole responsibility for all staff training and its associated operational costs. It is the Contractor's explicit responsibility to provide all personnel with comprehensive, certified training, including but not limited to:

- Manual Handling Training
- First Aid training (3 day emergency responder) to all caretakers on site
- Basic fire warden training
- Customer Relationship Management
- Contractor Staff Site Induction
- Corporate Health and Hygiene Requirements
- Continual Identification of Individual Training Needs

Up to date, signed, and dated training record cards must be permanently available for inspection for every member of staff deployed to the University.

14. CUSTOMER FOCUS

The Contractor shall focus on providing the highest possible standard of customer service by:

- Demonstrating the ability to consistently meet commitments.
- Providing clear, timely, and consistent communication.
- Responding promptly and effectively to the needs and expectations of the customer.

The Contractor shall establish and maintain a Customer Suggestion Programme, ensuring that all suggestions are acknowledged, appropriate responses are posted, and continuous service improvements are promoted.

The Contractor shall maintain comprehensive records of all customer feedback, including compliments, suggestions, complaints, and any actions taken in response. A summary of these records shall be submitted as part of the quarterly contract review.

INFORMATION FOR TENDERERS

Contract Rates

Subject to the terms and conditions of the Contract Agreement, the following information is provided for general guidance.

The rates charged for the services shall be based on the actual hours worked. These rates shall be reviewed annually. Requests for rate increases for reasons other than the annual review shall not normally be considered.

All applications for rate increases must be fully supported by relevant documentation. Evidence of employee rates of pay, including copies of employee payslips, shall be provided to **TUS Midwest** upon request.

Appendix 2: Pricing Schedule

Please complete the Pricing Schedule included in the Tender Response Document (TRD)

Failure to submit a pricing schedule will deem a tender submission to be null and void.

Appendix 3: Tenderers' Statement (Please complete this as part of the TRD)

TO: Technological University of the Shannon (TUS)(the "Contracting Authority")

RE: Request for Tenders to Establish a Single Supplier Framework Agreement for the provision of Caretaker Services to the Technological University of the Shannon, Midwest campuses

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Framework Agreement, Services Contract and the Confidentiality Agreement and agree if awarded membership of a Framework, or awarded a Services Contract, to execute operations under the Framework Agreement conditions at Appendix 5, under the Services Contract conditions at Appendix 6 to the RFT and under the Confidentiality Agreement at Appendix 7 to the RFT.
3. We accept all the Selection and Award Criteria as set out in this RFT and Tender response document.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract/Framework membership, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract/Framework membership under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.
10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 3: Foreign Subsidies Regulation (Not Used)

Appendix 4: Declaration as to Personal Circumstances of Tenderer (Please complete this as part of the TRD)

Re: Call for Tenders for Establishment of Framework Agreements for the Provision of Building Maintenance Services to Technological University of the Shannon Midwest Campuses

1. I, [Click here and insert name of Declarant], of [Click here and insert name of entity] and am authorised by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT titled **Call for Tenders for Establishment of Framework Agreements for the Provision of Building Maintenance Services to Technological University of the Shannon Midwest Campuses** ("the Contracting Authority").

2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:

   (a) Ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.

   (b) Ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.

   (c) Ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.

   (d) Ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

   (e) Ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

   (f) Ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [Click here and insert name of entity]

   (a) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

   (b) Has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]

   (a) Has in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the goods provided, that have been established by EU law, national law,

collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

(b) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.

(c) Is not guilty of grave professional misconduct.

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

(e) Is not aware of any conflict of interest due to its participation in the Competition.

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

(g) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages, or other comparable sanctions.

(h) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

(i) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

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

_____

Signature of Declarant

Declared before me by _____ who is personally known to me.

(or who is identified to me by _____who is personally known to me) or*

at _____ this _____ day of _____ 20__

_____

(signed)
Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Framework Agreement (DRAFT) Information Only

Framework Agreement for the provision of Building Maintenance Services to Technological University of the Shannon Midwest Campuses

THIS FRAMEWORK AGREEMENT IS MADE ON THE [date e.g. 2nd] day of [month] 20 [year]:

("the Framework Agreement")

BETWEEN: Technological University of the Shannon, whose offices are located at [Address] ("the Contracting Authority"); and

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

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

WHEREAS:

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ and entitled "_____" ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the **Lot X** framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

"Commencement Date" means _____;

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

"Services Contract" means the template contract attached at Appendix 7 to the RFT;

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

"Month" means a calendar month;

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

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

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

1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.

1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.

1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.

1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

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

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

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

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

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

2.5 This Framework Agreement shall take effect on the Commencement Date and expire in 2 years thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.

2.6 The Contracting Authority reserves the right, at its discretion and subject to its obligations at law, to extend the Framework Term for a period or periods of up to 12 months with a maximum of 2 of such extensions on the same terms and conditions.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement or as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

4. SERVICES CONTRACT

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

4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to the Framework Contracting Authority(s) in accordance with the Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Services

Contract, the successful Framework Member shall be required to enter into the Services Contract with Contracting Authority.

5. PROCEDURE FOR THE AWARD OF CALL-OFF CONTRACTS

5.1 **Single Supplier Frameworks:** It is intended that [Company X], the single supplier under this framework will provide all services required under the Framework. Noting 2.4 above, this Framework Agreement does not confer exclusivity on any Framework Member. The Contracting Authority may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of the Framework Agreement

6. NOT USED

7. APPLICABLE LAW AND JURISDICTION

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

8. COMPLIANCE WITH LAWS

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

9. TAX CLEARANCE

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

9.2 Prior to the award of any Contract, the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority or any Framework Contracting Authority. By supplying these numbers the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors.

10. ANTI COMPETITIVE CONDUCT

10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.

11. CONFLICTS OF INTEREST

11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Subcontractor(s)) (a "Conflict") must be fully disclosed to the Contracting Authority and any relevant Framework Contracting Authority(s) immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority and / or the Framework Contracting Authority(s) may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority and / or the Framework

Contracting Authority(s) will, in their absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

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

13. CONFIDENTIALITY

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

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

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

14. NOTICES

14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.

14.2 All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;
2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
3. if communicated by email, on the next calendar day following transmission.

15. GIFTS

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

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. Neither the Contracting Authority nor any Contracting Authorityshall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

17. 1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving 14 Fourteen) Days written notice to the Framework Member.

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

17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;

17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and the Framework Contracting Authority(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Contracting Authority.

17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;

17.2.4 in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public

Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply to the Framework Member;

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

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

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

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

18. FREEDOM OF INFORMATION

18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

19. DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to Estates Manager (Midwest, as appropriate) within the Contracting Authority respectively.

19.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

19.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

19.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

19.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

19.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

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

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

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

ANNEX 1 TO THE FRAMEWORK AGREEMENT

Review of Performance of Framework members

- Framework member's performance will be continually monitored over the term of the Framework Agreement. The format will be agreed between the Contracting Authority and the framework members. A formal annual review will take place on the anniversary of the establishment of the Frameworks. Cost competitiveness, quality of service and turnaround time will be considered for measuring performance.

- **Please note: Frequent non-responses to requirements, or consistent poor performance issues may result in removal from the Framework**.

FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS <u>Reporting to the Contracting Authority</u>

Upon requested by the Contracting Authority, Framework Members will be required to provide the following **minimum** management information to the Contracting Authority on bi-annual basis:

Date:	
Framework Member:	
Framework Member's Key Account Manager:	
Start Date of Engagement:	
Proposed End Date of Engagement:	
Actual End Date (if completed):	
Amount Billed To Date:	**€ Insert Amount**

It is a condition of the Framework Agreement that additional and different reports may be requested and required during the lifetime of the Framework Agreement and any Contracts awarded.

All management information should be readily available for the Contracting Authority within five (5) working days from the written request. Reports shall be made available in such electronic and paper formats as may be requested by the Contracting Authority.

Appendix 6: Services Contract (DRAFT)

Technological University of the Shannon Midlands Midwest

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Call for Tenders for Establishment of Framework Agreements for the Provision of Building Maintenance Services to Technological University of the Shannon Midwest Campuses

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

Technological University of the Shannon, of [address] ("the Contracting Authority");

and

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

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

WHEREAS:

By Request for Tender entitled "_____" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ ("the RFT") Technological University of the Shannon, Midlands Midwest invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications issued by Technological University of the Shannon, Midlands Midwest via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

The Contractor submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to Technological University of the Shannon, Midlands Midwest between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

Technological University of the Shannon, Midlands Midwest and the Contractor entered into a framework agreement on [insert date of Framework Agreement] (the "Framework Agreement"). The Framework Agreement is incorporated by reference into this Agreement.

Below is deleted for Services Contracts under the Single Supplier Frameworks

In accordance with the Framework Agreement, by way of Supplementary Request for Tenders dated [insert date of SRFT] ("the SRFT"), the Client invited responses from Framework Members for the provision of Services. References to the SRFT shall include any clarifications issued by the Client via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "SRFT Clarifications"). The SRFT (including the SRFT Clarifications) is hereby incorporated by reference into this Agreement.

The Contractor submitted a response to the SRFT dated the [Date of Response] (the "Response"). References to the Response shall include any clarifications issued by the Contractor in writing to the Client between [insert date] and [insert date] (the "Response Clarifications"). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:

   i. This Agreement and Schedules A to E attached hereto;

   ii. The Framework Agreement;

   iii. The RFT;

   iv. The SRFT;

   v. The Submission;

   vi. The Response

2. The Contractor agrees to provide the Services described in Schedule B ("the Services") to the Contracting Authority in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").

3. Subject to the terms and conditions of this Agreement, the Contracting Authority agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Contracting Authority's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].

5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

   Delete and replace with "Not Used" if not applicable:

   The Contracting Authority reserves the right to extend the Term for a period or periods of up to [Insert Number] months with a maximum of [Insert Number] such extensions permitted subject to its obligations at law

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

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no

presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

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

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:

1. provide the Services in accordance with the Specification, the RFT, the Contracting Authority's directions and the terms of this Agreement;

2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Contracting Authority from time to time and notified to the Contractor in writing;

3. comply with all local security and health and safety arrangements as notified to it by the Contracting Authority; and

4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Contracting Authority as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

D. Without prejudice to clause 1C, where the Contracting Authority becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Contracting Authority reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the

Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Contracting Authority. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Contracting Authority for any purposes whatsoever.

F. The Contracting Authority acknowledges that the Contractor may from time to time be dependent on the Contracting Authority to facilitate the Contractor in the carrying out of its duties under this Agreement. The Contracting Authority agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.

G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Contracting Authority to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Contracting Authority indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations. The Contractor assumes full responsibility for its own labour relations and strict compliance with applicable employment legislation. The Contractor shall fully indemnify TUS Midwest against any claims arising from employment-related issues between the Contractor and its employees. The parties agree that the provisions of the European Communities (Protection of Employees on the Transfer of Undertakings) Regulations 2003 shall not apply to the commencement or termination of this agreement for any reason.

1. Employment Relationship: All aspects of the management of personnel are and at all times will remain, the sole responsibility of the Contractor and the Contractor acknowledges and agrees that the Contractor shall at all times remain the employer of the personnel and shall be responsible for all employment related matters arising in relation to the Caretakers. At no time shall personnel consider themselves employees of TUS Midwest, nor shall they engage with the TUS Midwest payroll, administration, or human resources departments and nothing in this document will create any employment related rights between the Caretakers and TUS Midwest. Additionally, nothing in this document shall create a right or entitlement for such caretakers to transfer into employment of TUS Midwest. The Estates Office reserves the right to screen all personnel requiring access to University sites, and the Contractor shall supply the University with any information reasonably required for this purpose.

2. Background and Reference Checks: The Contractor must maintain documented procedures to ensure that comprehensive reference and background checks are completed prior to appointing any individual. Should TUS Midwest designate specific personnel as "Key Personnel," it shall formally notify the Contractor, and the Contractor shall not reassign such individuals to other accounts without the prior written consent of the University.

3. Labour Relations and Indemnity: The Contractor assumes full responsibility for its own labour relations and strict compliance with applicable employment legislation. The Contractor shall fully indemnify TUS Midwest against any claims arising from employment-related issues between the Contractor and its employees. The parties agree that the provisions of the European Communities (Protection of Employees on the Transfer of Undertakings) Regulations 2003 shall not apply to the commencement or termination of this agreement for any reason.

4. Removal of Personnel: If the Contractor or any of its personnel engages in behaviour or activity which, in the reasonable opinion of TUS Midwest, is detrimental or contrary to the terms and spirit of this Agreement, breaches statutory regulations, or disrupts normal University operations, TUS Midwest reserves the absolute right to require immediate removal of the identified individual(s) from the campus. The Contractor shall utilize its best endeavours to deploy a temporary replacement immediately and must provide a permanent replacement within two weeks.

5. Anti-Bribery and Corruption: The Contractor shall not offer, give, or agree to give any person employed by TUS Midwest any gift, consideration, or inducement of any kind as a reward for securing, performing, or influencing any action related to this Agreement. TUS Midwest's decision shall be final and conclusive in any dispute or question arising from the interpretation of this clause or the University's right to terminate the Agreement under it.

6. Workforce Tracking: The Contractor shall maintain strict, accurate records of its entire workforce deployed under this contract, including total hours worked, specific building locations, terms and conditions of employment, and any workforce modifications. This data shall be made available to TUS Midwest immediately upon request.

7. Notice of Personnel Changes: Where feasible, the Contractor shall provide at least two weeks' written notice to the Estates Office regarding any proposed changes to deployed personnel. Replacement staff must possess qualifications and experience equal to or exceeding those of the personnel they replace.

8. Performance Monitoring: The Contractor shall continuously monitor and evaluate the performance of each staff member to ensure TUS Midwest receives an optimal standard of service. If TUS Midwest is unsatisfied with the performance or conduct of any Contractor employee and determines improvement is unlikely, the Contractor shall remove that individual from the campus within two weeks of receiving a formal request.

I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
ii. for contracts whose subject matter covers the supply of Services, to ensure for the duration of the contract that Services or services supplied or provided in the

execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such Services or services are supplied or provided directly by the successful tenderer or by a subcontractor;

iii. to provide to the Contracting Authority, upon request, adequate evidence corresponding to point (i) or (ii) above;

iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

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

3. PAYMENT

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

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Contracting Authority from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

3. Invoices being submitted to the Contracting Authority's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Contracting Authority's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Contracting Authority or upon such deemed acceptance the invoice shall be payable by the Contracting Authority. Payment is subject to any rights reserved by the Contracting Authority under any other provision of this Agreement; and

4. The Contracting Authority being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Contracting Authority in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Contracting Authority. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

F. The Charges shall be discharged as provided for in this clause subject to the retention by the Contracting Authority in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;

4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;

5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated Enter Date , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;

7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its

obligations under this Agreement and for the Contracting Authority to obtain the benefit of the Services for its business purposes;

8. *"Not Used"*

it has inspected the Contracting Authority's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;

9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Contracting Authority forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Contracting Authority with regard to compliance with this clause 4A.9; and

10. the Contracting Authority shall be under no obligation to purchase any minimum number or value of Services.

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

5. REMEDIES

Click here to enter text.

A. The Contractor shall be liable for and shall indemnify the Contracting Authority for and in respect of all and any losses, claims, demands, damages or expenses which the Contracting Authority may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Contracting Authority find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Contracting Authority shall be entitled to recover from the Contractor any excess prices which may be paid by the Contracting Authority.

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or

separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Contracting Authority under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed the insurance indemnity levels as set out in section 2.21 of the RFT regardless of the number of claims.

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

20% ("the Retention Amount") which Retention Amount shall not at any given time exceed 100 per cent of the Charges. In such event the Contracting Authority shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Contracting Authority or resolution of outstanding queries. The Contracting Authority shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Contracting Authority under this Agreement.

G.

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

H. *"Not Used"*

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

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

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

6. INTELLECTUAL PROPERTY

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

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

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Contracting Authority and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Contracting Authority absolutely.

D. The Contracting Authority grants to the Contractor a royalty-free non-exclusive licence to use the Contracting Authority's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set

out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

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

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

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

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

(i) procure the necessary rights for the Contracting Authority to continue use;

(ii) replace the relevant deliverable with a non-infringing equivalent;

(iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Contracting Authority Charges paid for such deliverable less a reasonable amount for the Contracting Authority's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Contracting Authority as a result of the breach.

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

7. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their

participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-

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

B. The Contractor undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 7 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 6 will not apply to any Confidential Information:

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

C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Contracting Authority. Accordingly the Contractor confirms that it will, if requested by the Contracting Authority, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Contracting Authority arising therefrom.

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

1.

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

8. FORCE MAJEURE

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

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

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 30 calendar days either Party may terminate at 14 days notice.

D. In circumstances where the Contractor is the Affected Party, the Contracting Authority shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

A. This Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving 14 days written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 14 days written notice to the Contracting Authority.

B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;

3. in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Contracting Authority, be removed by other means; and

4. in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Contractor.

C. The Contracting Authority shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Contracting Authority becomes aware:

(i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor

(ii) that the Contractor (or its subcontractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same)

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

E. If requested by the Contracting Authority, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Contracting Authority ("Employment Information"). The Contractor agrees that the Contracting Authority may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

A. The Contracting Authority's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Contracting Authority from time to time. If requested in writing by the Contracting Authority the Contractor shall meet formally with the Contracting Authority to report on progress and shall comply with all written directions of the Contracting Authority.

B. The Contractor agrees to:

1. liaise with and keep the Contracting Authority's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;

2. maintain such records and comply with such reporting arrangements and protocols as required by the Contracting Authority from time to time;

3. comply with all reasonable directions of the Contracting Authority; and

4. comply with the service levels and performance indicators set out in Schedule D.

C. The Contracting Authority or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Contracting Authority thereby arising. The cost of inspection shall be borne by the Contracting Authority.

11. DISPUTES

A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.

C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;
2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.

B. Subject to a party's obligations at law, any sub-contract of a party's rights or obligations under this agreement requires the prior written consent of the other part, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Contracting Authority may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

17. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Contracting Authority immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Contracting Authority's directions in respect thereof. In the event of such notification, the Contracting Authority shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

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

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

21. ACCESS TO PREMISES

A. Any of the Contracting Authority's premises made available from time to time to the Contractor by the Contracting Authority in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

B. The Contractor shall upon reasonable notice by the Contracting Authority allow the Contracting Authority access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Contracting Authority under this Agreement.

22. EQUIPMENT

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").

B. All Equipment brought onto the Contracting Authority's premises shall be at the Contractor's own risk and the Contracting Authority shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Contracting Authority's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

C. The Contractor shall maintain and store all items of Equipment within the Contracting Authority's premises in a safe, serviceable and clean condition.

D. The Contractor shall, at the Contracting Authority's written request, at its own expense and as soon as reasonably practicable:

i. remove from the Contracting Authority's premises any Equipment which in the reasonable opinion of the Contracting Authority is either hazardous, noxious or not in accordance with this Agreement; and

ii. replace such item with a suitable substitute item of Equipment.

E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Contracting Authority's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any

damage to the Contracting Authority's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.

B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Contracting Authority proposes the change.

C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

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

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

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

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

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

25. DATA PROTECTION AND SECURITY

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

"Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Contracting Authority (including but not limited to his

employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Contracting Authority provided under this Agreement and includes any Personal Data;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. The Contractor shall:-

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

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

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

M. the Contracting Authority consents to the Contractor appointing the third-party processors as listed in Schedule E4)as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Contracting Authority and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

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

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

26. ADDITIONAL CONDITION(S)

Schedule B: Services: The Specification

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

    1.1 Subject matter of processing

    1.2 Nature of processing

    1.3 Purpose of processing

    1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

Appendix 7: Confidentiality Agreement

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

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

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

WHEREAS

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

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

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

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

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

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

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

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

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

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

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

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

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

I to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or

ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

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

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

i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

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

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

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

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

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

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

10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
ii. the data subject has enforceable rights and effective legal remedies;
iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

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

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

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

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

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

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

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contacting Authority or the Contracting Authority's designated auditor.

L. The Contractor shall:-

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

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

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

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

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

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

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

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

   1.1 Subject matter of processing

   1.2 Nature of processing

   1.3 Purpose of processing

   1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

End of Document

Appendix 8: Tenderer's Checklist

TENDERER'S CHECKLIST – CHECK THAT ALL ITEMS ON THE LIST ARE COMPLETED BEFORE UPLOADING YOUR TENDER SUBMISSION

Tender Response Document - I have completed and uploaded the Tender Response Document as part of my tender upload. ☐

Pricing Schedule Excel Sheets - I have completed and uploaded a Pricing Schedule for each Lot I am applying for ☐

Appendix 3: Tenderer's Statement - I have signed, scanned and uploaded this with my tender response ☐

Appendix 4: Declaration as to Personal Circumstances of Tenderer - I have signed, scanned and uploaded this with my tender response ☐

Site Visit Application Form (Mandatory) – I have completed and uploaded this with my tender response ☐

European Single Procurement Document (ESPD) - I have completed and uploaded this with my tender response ☐

Supporting documentation to demonstrate "Competence" to undertake framework services to ensure that all aspects of the Planned Preventative Maintenance Works / Building Works are maintained and serviced by qualified and Competent Persons. - I have uploaded this with my tender response ☐

Bankers Letter ☐