Seirbhís Thithe
an Oireachtais
Houses of the
Oireachtas Service

Request for Tenders Dated [17/11/2026] for the Supply of Meat and Meat Products to the Houses of the Oireachtas Catering Facilities

Tender Procedure: Open Procedure

Tender Deadline 08/01/2027

Tender Reference Number [2025/1026]

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Part 1: Introduction

1.1 **The Houses of the Oireachtas Commission** (the "Contracting Authority") invites tenders ("Tenders") to this request for tenders ("RFT") from economic operators ("Tenderers") for the supply of the goods as described in Appendix 1 to this RFT (the "Goods").

1.2 In summary, the Goods comprise: *Meat and Meat products and in particular Lamb, Pork and Bacon, Poultry and Cooked Meats*.

1.3 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Goods Contract") will be issued for a term of twelve months ("the Term").

1.4 The Contracting Authority reserves the right to extend the Term for a period or periods of up to twelve months with a maximum of four such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.5 The Contracting Authority estimates that the expenditure on the Goods to be covered by the proposed Goods Contracts may amount to some €650,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.6 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 Goods Contract that may result from this Competition and therefore increase their social and economic benefits.

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

Part 2: Instructions to Tenderers

2.1 Important Notices

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must

form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process; Microsoft Word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a Word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

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 Goods Contract.

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

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 ("e ESPD"). A Tenderer may submit

an eESPD which the Tenderer has used in a procurement procedure that was initiated in the 12 months before the date of the Contract Notice for this competition, provided that the Tenderer confirms that: (i) the information contained in it continues to be correct, (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below and (iii) the eESPD was first submitted within the previous 12 months;

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 Goods Contract

2.3.1 Tenderers should note the terms and conditions of the Goods Contract at Appendix 5 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Goods Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Goods 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, 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 Goods Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Goods Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 Tender Submission Requirements

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

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

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

2.6.2 Tenders must be received not later than 12 noon on 08/01/2027 (the "Tender Deadline"). Tenders that are received late **will not** be considered in this Competition.

2.6.3 Tenders must be submitted in English.

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

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Word or PDF reader. The Contracting Authority is not

responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 Queries and Clarifications

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 12 noon on 29/12/2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

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

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

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

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

2.8 Tendering Costs

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

2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for purposes of tendering and their return after evaluation or participation in field trials (if any) will be borne exclusively by the Tenderer.

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 **all sections** of the Pricing Schedule at Appendix 2 to this RFT. **All product lines for each category must be priced in the submission.**

2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 3 months commencing from the Tender Deadline.

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

2.10.5 Payments for Goods supplied under this RFT shall be subject to and made in accordance with the Goods Contract at Appendix 5 to this RFT.

2.10.6 Tenderers should note that prices may only be increased or decreased on a quarterly basis from the Effective Date of the Goods Contract (as defined in the Goods Contract). Any such adjustment shall reflect the percentage increase or decrease in the Meat and Meat Products category of the Wholesale Price Index as published by the Central Statistics Office, comparing the most recent edition of the index to that of the previous quarter.

2.11 Environmental, Social and Labour Law

2.11.1 In the performance of any Goods 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 goods 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.

2.12 Publicity

No publicity regarding this Competition or any Goods 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 (as amended), a copy of which is 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 Goods 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 2018, 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 Goods 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 Goods 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.

2.17A Interference and Inducement to Purchase

Any effort by a Tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of a contract pursuant to this competition shall result in that Tenderer's tender being rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the *Criminal Justice (Corruption Offences) Act 2018*, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

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 Goods Contract entered into by a Tenderer.

2.19 Withdrawal from This Competition

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

2.20 Site Visit

Not used

2.21 Insurance

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000
Public Liability	€6,500,000
Product Liability	€6,500,000
Motor Insurance.	Confirm Cover in place

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Goods Contract under this Competition, (i) they will, from the Effective Date of the Goods Contract (as defined in the Goods 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 Goods Contract.

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

- **a)** immediately advise the Contracting Authority of any material change to its insured status;
- **b)** produce proof of current premiums paid upon request;
- **c)** produce valid certificates of insurance upon request.

2.22 Samples

2.22.1 In circumstances where there is a requirement to provide samples in accordance with Appendix 1, Tenderers must, when submitting any sample(s), furnish such documentation and manuals (if any) relating to (but not being limited to) the:

- **a)** operation;
- **b)** certification;
- **c)** quality control;
- **d)** installation;
- **e)** care;
- **f)** maintenance;
- **g)** repair;
- **h)** testing;
- **i)** training;
- **j)** safety;
- **k)** storage; and
- **l)** disposal of the sample

2.22.2 The Tenderer must in its Tender, provide a clear and complete list of all documentation and manuals applicable to any sample, or alternatively, where no such documentation or manuals exist, the Tenderer must provide a statement to that effect. All documentation and manuals submitted (where requested) must be in the English language only.

2.22.3 The Tenderer will be responsible for the insurance and transportation of samples used in presentations, demonstrations or field trials.

2.22.4 Any samples required must be furnished upon written request of the Contracting Authority.

2.23 References to Legislation

All references to legislation, whether European or Irish, or whether primary (for example, statutes) or secondary (for example, regulations), are, where the context admits, and irrespective of whether expressly so stated, to that legislation as amended from time to time.

2.24 Choice of law and jurisdiction

This competition and all instruments by which it is established and governed, such as, but not limited to, this RFT and the Tender Response Document, and all matters arising are governed by Irish law and each of the Contracting Authority and each Tenderer irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.

Part 3: Selection and Award Criteria

3.1 Compliant Tenders

Only those Tenderers who have: -

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

(b) Declared by way of eESPD that either:

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

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

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

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

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

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

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

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

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

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

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of

verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

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

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

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

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

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

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Goods 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

Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Please see and complete section 2.2 Financial Information, 2.3 Company Staff Profile, 2.5 declaration Re Statutory Obligations and 2.6 Previous Contracts / Experience of the Tender Response Document.

Tax Clearance				
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:				
Tenderer PPSN/ Tax Reference Number:				
Access Number:				
OR, I confirm that I hold a current valid paper Tax Clearance Certificate (generally relates to Non-Residents)				
Registration Number:		**Certificate Number:**		
OR, I confirm that I have applied for Tax Clearance status or a Tax Clearance Certificate which will be made available on request			Yes	
			No	

Turnover			
I confirm that we have the requisite turnover to be considered for the Goods Contract.			
Year	**2025**	**2024**	**2023**
Month End (e.g. July)			
Turnover: €260,000.00			
I confirm that we have the financial capacity to pay our debts identified on			**Yes**

the current statement of assets and liabilities as being the debts as they fall due.	**No**	
I confirm that I will provide evidence of turnover and capacity to pay our debts promptly on request. **NOTE #1**: In the case of sole traders or partnerships this condition may be satisfied by a letter of confirmation from a senior partner.	**Yes**	
	No	

Minimum Annual Turnover Requirements

(a) Confirmation that the tendering party turnover exceeded €260,000 for one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.

Solvency Requirement

Tenderers must confirm, by way of self-declaration in the eESPD, their ability to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due and will upon request, prior to (and as a condition of) award of a Goods Contract provide the Contracting Authority with a letter from their auditors confirming that they are able to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due.

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

3.2.B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out in sections 3.2.C and 3.2.D and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must provide the supporting documentation when requested by the Contracting Authority.

3.2.C Food Traceability

Tenderers must declare by way of eESPD that they comply with Regulation (EC_ No 178/ 2002 setting out the basic principles of food law to protect human health and consumer interests applying to all stages of production, processing and distribution of food and feed.
Tenderers must provide, upon request, proof of registration and a copy of last independent hygiene audit for each and any of the premises that may be used to service this contract, who carried out the audits, the result of the audit and a copy of the last sample goods recall. This registration and audit must have regulatory approval such as EHO or other competent authority

such as DAFM, SFPA, LA Vets or international equivalent.

3.2.D HACCP/ European Union Regulations/ National Regulations

HACCP / European Union Regulations / National Regulations

Tenderers must declare by way of their eESPD that they comply with the standards in place based on the HACCP and European Union / National regulations as detailed below:) *(Legislative references may be subject to change, in particular with the amendment of statutory provisions and the introduction of new requirements.)*

- Personnel involved in the production / handling / processing / delivery;
- Management of premises including cleaning, security and pest control;
- Procurement of ingredients;
- Slaughtering and subsequent processing of product;
- Product packaging and labelling;
- Product sizes;
- Traceability of product;
- Storage of product during processing and packaging including temperature requirements regarding same;
- Refrigerated transport of product to arrive in Contracting Authority locations at less than 5°;
- Regulation on the hygiene of foodstuffs;
- Regulation (EC) No 853/2004 laying down specific hygiene rules for food of animal origin;
- Regulation (EU) 2017/625 on official controls and other official activities performed to ensure the application of food and feed law, rules on animal health and welfare, plant health and plant protection products;
- Regulation (EC) No 1924/2006 on nutrition and health claims made on foods;
- Regulation (EC) No 1925/2006 on the addition of vitamins and minerals and of certain other substances to foods;
- Regulation (EU) No 1169/2011 on the provision of food information to consumers;
- Regulation (EC) No 178/2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety;
- Regulation (EC) No 1099/2009 on the protection of animals at the time of killing;
- Regulation (EC) No 1333/2008 on food additives;
- Regulation (EC) No 1935/2004 on materials and articles intended to come into contact with food;
- Commission Regulation (EU) No 10/2011 on plastic materials and articles intended to come into contact with food;
- Commission Regulation (EC) No 1881/2006 setting maximum levels for certain contaminants in foodstuffs;
- Commission Regulation (EC) No 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food;
- Commission Regulation (EC) No 2073/2005 on microbiological criteria for foodstuffs;
- Commission Implementing Regulation (EU) No 1337/2013 laying down rules for the application of Regulation (EU) No 1169/2011 as regards the indication of the country of origin or place of provenance for fresh, chilled and frozen meat of swine, sheep, goats and poultry;

- S.I. No. 296 of 2015 relating to quality schemes for agricultural products and foodstuffs;
- S.I. No. 22 of 2020 - European Union (Food and Feed Hygiene) regulations 2020;
- S.I. No. 79 of 2020 - European Union (Official Controls in Relation to Food Legislation) Regulations 2020;
- S.I. No. 483 of 2002 - European Communities (Labelling, Presentation and Advertising of Foodstuffs) Regulations 2002;
- S.I. No. 556 of 2014 - European Union (Provision of Food Information to Consumers) Regulations 2014;
- S.I. No. 311 of 2010 - European Communities (Welfare of farmed animals) Regulations 2010;
- S.I. No. 282 of 2014 - European Union (Packaging) Regulations 2014;
- S.I. No. 10 of 2005 – Safety, Health and Welfare at Work Act;
- S.I. No. 10 of 2006 – Waste Management Act;
- S.I. No. 508 of 2009 – Waste Management (Food Waste) Regulations 2009;
- S.I. No. 516 of 2021 – European Union (Single Use Plastics) (No.2) Regulations 2021;

Tenderers must provide, on request, their HACCP plan prior to the award of any contract.

In the event that a Tenderer fails to meet any or all of the minimum requirements specified in sections 3.2.A, 3.2.B, 3.2.C or 3.2.D above, that Tenderer will be eliminated from the Competition.

3.3 Award Criteria

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

Award Criteria	Reference Section in RFT	Marks allocated	Minimum Marks	Weighting (%)
1. Quality of the Tenderer's proposed Contract Management Plan (300 Marks)				
Sub-criteria 1.1 – Quality Standards (150 marks)	Appendix 1 Section 2.1.1	150	75	15%
Sub-criteria 1.2 – Contract Management (150 marks)	Appendix 5 Section 11	150	75	15%
2. Quality of the Tenderer's Methodology for Goods Recall, Complaint Resolution, Continuity of Supply and Reliable Deliveries (200 Marks)				

Sub-criteria 2.1 – Goods Recall, Customer Complaints and Resolution (100 marks)	Appendix 1 Section 2.12	100	50	10%
Sub-criterion 2.2 – Continuity of Supply, Reliable Deliveries and Order Placement (100 marks)	Appendix 1 Section 2.12	100	50	10%
3. Quality of the Tenderer's Proposal in respect of Green Public Procurement (300 Marks)				
Sub-criterion 3.1 – Product Traceability (100 marks)	Appendix 1 Section 2.19	100	50	10%
Sub-criterion 3.2 - Sustainability (200 marks)	Appendix 1 Section 2.19	200	100	20%
4. Proposed cost of providing the Goods (200 Marks) ***(Total of all 4 categories from estimated annual cost on individual tabs in pricing schedule 2)***	Appendix 2	200	N/A	20%
Cost of the Service over the period of the contract based on the pricing Schedule. Scores for overall cost will be awarded as follows: **Maximum points available x Lowest responsive valid tender** **Value of individual tender** The lowest responsive valid tender will achieve maximum points and all other tenders will be scored on a sliding scale thereafter using the above formula.				

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

Tenderers should note that they must achieve a minimum of 50% on each individual non-cost related criterion and achieve a minimum of 50% on each individual sub criterion and an overall score of 60% across all non-cost criterion order to avoid elimination from the competition

Cost Criteria [20%]: the highest score is awarded to the Tenderer with the lowest notional ultimate cost. All other Tenderers cost scores are calculated pro rata in relation to this score.

All other Award Criteria [80%]: Scoring of these criteria will be based on the tender responses and the full provision of the information requested.

Marks will be categorised as follows:

Score	Meaning	Interpretation
90-100%	Outstanding	A response offering detailed and comprehensive assurance supporting full confidence in the candidate's ability
80-89%	Excellent	A strong response which provides assurance and confidence in the candidate's ability
70-79%	Very good	A response demonstrating confidence in the candidate's ability without reservations
60-69%	Good	A better than acceptable response with minor reservations providing confidence the candidate exceeds the minimum standard
50-59%	Acceptable	A response where reservations exist but which on balance leads to the conclusion the candidate meets the minimum standard
Less than 50% in each of the individual qualitative criteria is unacceptable.		

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Goods 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

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 Goods Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than seven calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Goods Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract in accordance with paragraph 2.1.2 above.

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

3.7 Award to Runner-up

3.7.1 Where the signed Goods Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1, or if for any reason it is not possible to conclude the Services Contract with the designated successful tenderer emerging from this competitive process, then the Contracting Authority may proceed to award the Goods Contract in accordance with paragraph 3.6.1 above to the next highest-ranked Tenderer willing to contract with the Contacting Authority.

3.7.2 The Contracting Authority in this paragraph 3.7.2 and in paragraphs 3.7.3, 3.7.4, and 3.7.5 below, expressly provides for the modification, in terms of substitution of Contractor, of the Goods Contract by way of review, and those paragraphs set out the scope of the review and contemplated modification and the conditions under which those paragraphs may be invoked.

3.7.3 If, the award having been made to a particular Tenderer pursuant to the terms of this competition, and the Contracting Authority having entered into the Goods Contract, the Contracting Authority becomes entitled to terminate that Contract on any of the grounds set out in clause 9B or 9C in the Terms and Conditions scheduled to that Contract, or by reason of any combination of those grounds, and does so terminate that Contract, the Contracting Authority may, at its sole discretion, replace, at any time during the three month tender validity period, the discharged Contractor with the next highest scoring Tenderer in this competition willing to be so substituted. That Tenderer's compliance with paragraph 3.3.1, with any necessary changes, is a prerequisite of such a substituted award.

3.7.4 The replacement provided for in paragraph 3.7.3 shall have effect for the balance of the Term (including any part of the Term consisting of an extension in accordance with paragraph 1.5 and incorporating the entitlement to invoke that paragraph), and shall be on the basis, subject to any adaptations required to take account of performance by the discharged Contractor, of the terms and conditions advertised in this competition.

3.7.5 Nothing in paragraphs 3.7.2 to 3.7.4 inclusive entitles the Contracting Authority to effect any replacement of the Contractor which would alter the overall nature of the Services Contract.

3.7.6 Nothing in paragraphs 3.7.1 to 3.7.5 prejudices:
(a) the right of the Contracting Authority to cancel this competitive process and initiate a new contract award procedure at its sole discretion;
(b) any entitlement of the Contracting Authority under the Regulations.

Appendix 1: Requirements and Specifications

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

1. Introduction

The Houses of the Oireachtas Commission, a body corporate, (hereinafter referred to as "the Contracting Authority") invites proposals from interested parties for the supply of meat and meat products to the Oireachtas Catering Facilities.

The Contracting Authority is responsible for the running of the Houses of the Oireachtas, or Irish Parliament, (Dáil Éireann, Seanad Éireann and Oireachtas Committees), and acts as governing body of the Houses of the Oireachtas Service ("the Service") (further information is available at www.oireachtas.ie).

The Houses of the Oireachtas Catering Facilities consist of a Table Service Restaurant ('the Members' Restaurant'), a self-service restaurant, a coffee dock and two bars (Members and visitors). These facilities fall within the overall responsibility of Members Services (Catering) in the Houses of the Oireachtas Service and are operated by the Catering General Manager ('the Manager') and the Bar Manager.

Members Restaurant

The Members' Restaurant seats approximately 150 and is used for formal lunch and dinner service throughout the Dáil and Seanad sitting terms. Service is provided to Members, their guests, staff and visiting delegations from other parliaments. The Members' Restaurant only opens for business when the Houses are in session. The Members' Restaurant can cater for up to 250 meals in any given day.

Self-Service Restaurant and Coffee Dock

The Self-Service Restaurant is a more informal restaurant style venue and seats approximately 160; it offers a range of hot and cold menu items, tea, coffee, pastries, scones, fruit and confectionary products. The Self-Service Restaurant operates year-round Monday to Friday and offers breakfast, lunch and dinner services. The Self-Service Restaurant can cater for up to 600 meals in any given day.

The Coffee Dock is located in LH2000 and offers a limited range of tea, coffee and pastries. There is scope to potentially expand the types of products on offer at this outlet.

Members' and Visitors' Bar

There are two bars in Leinster House which are run by the same staff. Soup and sandwiches are on offer in the Visitors' Bar, whilst a full lunch and evening menu is available in the Members' Bar.
Members on occasion opt to use the Visitors' Bar to host groups from their constituency who may have been invited up for a tour of the Houses.

Opening Hours

The opening hours reflect the sitting and working hours of the Houses. The food service continues as long as there is a need to, especially on nights of long and exceptional sittings (see Table 1). Any extension to sitting hours can often be unpredictable and without notice.
The volumes of business are reduced during Parliamentary recesses. In general, recess periods are as follows:

- Summer Recess Mid July – Mid September (approximately 8 weeks)
- Christmas Recess Late December – Mid January (approximately 3 weeks)
- Saint Patrick's Day – 1 week
- Easter Recess – 2 weeks
- May/ June Bank Holiday – 1 week

Please note that recess periods outlined above are only indicative and either or both Houses may opt to sit for shorter or longer periods e.g. either House may decide to recess for 1 week at Halloween or to forgo the May Bank Holiday recess. In addition, volumes of business may also be affected by the dissolution of the Dáil i.e. the calling of a General Election.

Venue	Days	Opening time	Closing time	Menu
Members' Restaurant Leinster House	Monday-Friday Sitting Tuesdays and Wednesdays	12:30 17:00	14:30 last orders at 21:30	À la carte
Self-service restaurant Leinster House	Monday – Friday Sitting Tuesdays Sitting Wednesdays Sitting Thursdays	09:30 09:30 08:30 08:30	17:30 22:00 22:00 19:30	Breakfast, lunch and dinner, light meals and snacks
Coffee Dock LH 2000	Monday - Friday	09:30	Monday and Friday 15:00 Tuesday 18:00 Wednesday 19:00 Thursday 17:00	Light refreshments, scones etc.
Members' Bar Leinster House	Monday - Friday	10:30	19:00 on a non-sitting day 23:30 on a sitting day	Bar food menu
Visitors' Bar Leinster House	Monday - Friday	10:30	18:30 on a non-sitting day 23:30 on a sitting day	Light snacks and refreshments

Tenderers should note that aside from routine requirements, the business of the Houses is often unpredictable and can result in sudden and immediate demand and for orders to be delivered on the same day.

2. Specification of Requirement:

Please also see detailed Product Specification in Appendix 2 Excel Spreadsheet.

2.1.1 Hazard Analysis & Critical Control Points ("HACCP") and European Union Regulations.

The Contractor must, in relation to the following matters, meet the standards in place based on the HACCP and European Union regulations as specified below:

- Personnel involved in the production / handling / processing/ delivery
- Management of premises including cleaning, security and pest control
- Procurement of ingredients
- Processing of product
- Product packaging and labelling
- Product sizes
- Traceability of product
- Storage of product during processing and packaging including temperature requirements regarding same.
- Refrigerated transport of product to arrive in Contracting Authority locations at less than 5°;

Legislative references may be subject to change, in particular with the amendment of statutory provisions and the introduction of new requirements.)

- Regulation (EC) No 852/2004 on the hygiene of foodstuffs;
- Regulation (EC) No 853/2004 laying down specific hygiene rules for food of animal origin;
- Regulation (EU) 2017/625 on official controls and other official activities performed to ensure the application of food and feed law, rules on animal health and welfare, plant health and plant protection products;
- Regulation (EC) No 1924/2006 on nutrition and health claims made on foods;
- Regulation (EC) No 1925/2006 on the addition of vitamins and minerals and of certain other substances to foods;
- Regulation (EU) No 1169/2011 on the provision of food information to consumers;
- Regulation (EC) No 178/2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety;
- Regulation (EC) No 1099/2009 on the protection of animals at the time of killing;
- Regulation (EC) No 1333/2008 on food additives;
- Regulation (EC) No 1935/2004 on materials and articles intended to come into contact with food;
- Commission Regulation (EU) No 10/2011 on plastic materials and articles intended to come into contact with food;
- Commission Regulation (EC) No 1881/2006 setting maximum levels for certain contaminants in foodstuffs;
- Commission Regulation (EC) No 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food;
- Commission Regulation (EC) No 2073/2005 on microbiological criteria for foodstuffs;
- Commission Implementing Regulation (EU) No 1337/2013 laying down rules for the application of Regulation (EU) No 1169/2011 as regards the indication of the country of origin or place of provenance for fresh, chilled and frozen meat of swine, sheep, goats and poultry;

- S.I. No. 296 of 2015 relating to quality schemes for agricultural products and foodstuffs;
- S.I. No. 22 of 2020 - European Union (Food and Feed Hygiene) regulations 2020;
- S.I. No. 79 of 2020 - European Union (Official Controls in Relation to Food Legislation) Regulations 2020;
- S.I. No. 483 of 2002 - European Communities (Labelling, Presentation and Advertising of Foodstuffs) Regulations 2002;
- S.I. No. 556 of 2014 - European Union (Provision of Food Information to Consumers) Regulations 2014;
- S.I. No. 311 of 2010 - European Communities (Welfare of farmed animals) Regulations 2010;
- S.I. No. 282 of 2014 - European Union (Packaging) Regulations 2014;
- S.I. No. 10 of 2005 - Safety, Health and Welfare at Work Act;
- S.I. No. 10 of 2006 - Waste Management Act;
- S.I. No. 508 of 2009 - Waste Management (Food Waste) Regulations 2009;
- S.I. No. 516 of 2021 - European Union (Single Use Plastics) (No.2) Regulations
- 2021;

The Contractor must have a formal documented and controlled system that addresses the following requirements at a minimum and must provide a copy of this documented system upon request by the Contracting Authority during the Term of the Goods Contract.

- Regulatory compliance including evidence of regulatory approval such as FBO, DAFM, Environmental Health Officer (EHO), British Retail Consortium (BRC) etc. (or international equivalent)
- Fully documented hazard analysis critical control point ("HACCP") plan demonstrating how food safety hazards are controlled and prevented in the processing, packaging and distribution of the product.

2.2 Information Reporting

The successful Supplier shall be required, during the Term of any Goods Contract, to supply the Houses of the Oireachtas with such reports as described below. The required management information is to be provided and returned in a format specified by the Contracting Authority on an agreed regular basis. Reports shall be in electronic spreadsheet format and e-mailed to the Contracting Authority as standard.

The following are the minimum types of reports required:

- Delivery Lead Times
- Product Substitution
- Order Fill Rate
- Invoicing Accuracy
- Complaints Reported/Goods Recalled

Some additional reports may be required during the Term of any Goods Contract, in line with unforeseen future requirements. If such additional reports are necessary, the Contracting Authority undertakes to limit such additional reporting requirements to the necessary minimum.

Suppliers shall be required to assist with the development of any additional and different reports.

All management information shall be readily available for the Contracting Authority within 5 working days from the quarterly, bi-monthly, monthly end or following a request in writing. Reports shall be made available in electronic and paper formats as requested by the Contracting Authority.

2.3 Goods Evaluation

All Goods supplied under a Goods Contract must be fit for purpose and of a quality acceptable to the Contracting Authority.

Prior to the award of any Goods Contract, the tenderer who has been identified as the most economically advantageous, will be required to provide samples for quality appraisal. Samples will be tested against the specifications in Appendix 1 and 2 to ascertain that they meet the requirements and are fit for purpose. Samples may be tested in an operational environment. Sampling is in accordance with the specification and will include:

- Delivery
- Labelling
- Quality of Packaging
- Quality of appearance and presentation
- Portion size and weight
- Cooking – appearance prior to cooking and following cooking

It is anticipated that the samples required will include:

i. the Goods identified as high value in the Pricing Schedule as they represent the most important Goods by estimated spend; and
ii. randomly selected Goods. These Goods will be identified in advance of the quality evaluation.

Where any of the products submitted fail to meet the required standard, the tenderer will be required to substitute the Good with Goods of the required standard within a stated reasonable time period as notified by the Contracting Authority in writing at no additional charge. The substituted products, once accepted, will then constitute the sample for the purposes of the Goods contract.

Where the substitute product does not, within a stated reasonable time period as notified to the tenderer in writing, meet the required standard in Appendix 1 and Appendix 2 of this RFT or are not fit for purpose, the tenderer may be eliminated from the competition and the Contracting Authority reserves the right to award the Goods Contract to the next highest ranked tenderer.

All samples must be supplied without charge and all samples must be supplied at a time and date arranged by the Contracting Authority. A full and complete specification must be supplied in soft copy for all products to be evaluated. Samples will not be returned.

The Contracting Authority reserves the right to request samples of some or all Goods at any time during the Term of the Goods Contract.

2.4 Goods Substitutions/Changes

No (i) Goods changes (ii) substitution (iii) change in pack size or (iv) changes to the product specification is/are allowed by the Supplier unless agreed (in writing) in advance with the Contracting Authority, and in accordance with the procedures in this section 2.4.

The substituted Good must, at a minimum, meet or exceed the product specification, technical merit and functional characteristics of the Good which the Supplier seeks to change or substitute. Any such amended Goods must be equal to or of superior quality to that of the Good that is being replaced. Furthermore, any such changes must meet the Specifications required in this Appendix and the prices charged for such substitute good must not exceed the original price tendered for the Good.

Subject to the Contracting Authority's obligations at law, any changes will only be permissible where the Supplier has demonstrated to the satisfaction of the Contracting Authority that such changes are:

- necessary;
- unavoidable;
- must not constitute a material change to the original Good.

Written notice of any proposed substitution must be provided to the Contracting Authority, with a minimum **of 7 working days' notice** of any proposed change. A response to the proposed substitution will be issued in writing by return.

For the avoidance of doubt, substituted Goods shall only be supplied where the Contracting Authority has determined that the proposed substituted Good complies with the Supplier's Tender (in respect of product specification and price), at the Contracting Authority's sole discretion.

New product development must be presented and agreed in writing with the Contracting Authority.

2.5 Specification and Goods Changes

Tenderers must operate a suitably licensed butchery facility to support the services and specification required under the contract.
Goods specifications as detailed in Appendix 2 Pricing Schedule may be amended during the term of the Goods Contract if required by the Contracting Authority due to changes in legislation, dietary requirements or menu planning.

Quarterly reviews of product listing may also be carried out by the Contracting Authority during the term of the Goods Contract. Addition and / or removal of products may be made to the listing to reflect requirements. Where new products are added, the price will be agreed with the relevant Supplier in advance.

2.6 Ordering

Orders will be required to be processed within one working day. Orders must be available to be received 8am to 4pm Monday to Friday as standard by phone, email and/or web portal. All

orders should be logged with time and date. Orders placed outside of these times must also be catered for.

The business of the Houses is often unpredictable which can result, on rare occasions, in a sudden and immediate demand as a result of potential late night Dáil / Seanad sittings and for orders being placed for delivery on the same day; it is acknowledged that compliance with the requirement may be dependent on product availability, technical specification, and volume which will be considered on a case-by-case basis. These emergency deliveries should be delivered into the Catering Facilities in a manner agreed in advance with the Contracting Authority. Tenderers are required to provide details as to how they would meet this requirement. The Contractor will be expected to rectify any issues that have arisen due to a delivery shortfall or non-compliance wherever possible.

2.6.2 Minimum Order Quantities

No minimum order quantities or delivery charges in respect of those delivery quantities shall apply and all orders received, irrespective of value, will be delivered in the mutually agreed timeframe.

2.6.3 Stock Shortages

Notification of Goods shortages shall take place within two (2) hours of receipt of the order and a suitable substitute of equal quality offered and agreed with the catering office, at no additional cost to the client. Contractors will be required to carry sufficient stocks to satisfy the delivery requirement to the Contracting Authority.

2.7 Deliveries

All deliveries will be required one working day, **day one for day two** from receipt of order, with the exception of organic produce which will have a **day one for day five delivery window.** However, it may be necessary in certain cases, to specify a shorter delivery period. Delivery times must be such that staff is available to receive and approve deliveries in the presence of the delivery person. This should take place at Fisheries Gate, Kildare Street, Dublin 2.

Deliveries must be available for up to five days per week as required with delivery times and delivery locations on site being mutually agreed between the tenderer and the delivery location. These times may change during the term of the Goods Contract due to security concerns within a location.

Adequate time must be given by the successful tenderer, at the time of delivery, to allow catering staff to inspect for quality and quantity. Should deliveries be left on site at other times, outside those agreed for the delivery location, then the tenderer may be required (at the discretion of the Contracting Authority) to take back Goods and issue a credit note.

In the event of an unusual/emergency request being received the tenderer will ensure that this request will be given an urgent delivery priority rating and be delivered in a mutually agreed delivery time. Such requests will only be placed with the authorisation of the authorised officer of each delivery location.

Business opening hours must allow for orders up to 4pm and delivery days are Monday to Friday. Deliveries must be made between the hours of 8:00am and 10.00am.

2.8 Invoicing

Priced delivery notes must be supplied with each delivery and must quote the number of the relevant purchase order, account number and the delivery address. Value Added Tax shall be itemised separately on each invoice. Invoices must show the tenderer's VAT Number and must be submitted with a copy of the signed delivery note at the time of submission. All documents required for payment (Invoice, statement and signed delivery note) to be issued should always be sent by soft copy to the mailbox supplied by the contracting authority.

The successful Tenderer must be able to send and receive purchase orders instruction, invoices, orders etc., by electronic means.

2.9 Waste Management

The Contractor must collect any packaging, damaged or rejected stock from each delivery location, whether that damage is uncovered upon delivery or is subsequently found to be damaged (for example in circumstances where delivery arrangements are agreed and in place for Goods to be delivered outside delivery location opening hours). Goods which exceed temperature limits on delivery shall be returned, at no cost to the Contracting Authority.

The Contractor must have written procedures describing its practices to prevent the generation of food waste while still ensuring the safety and preservation of food.

Suppliers are required to provide food products packaged in a form that reduces waste to a minimum, while still ensuring the safety and preservation of food. Packaging materials should be recyclable at point of use except where food safety considerations would prevent this. Individual portions should only be provided where explicitly requested by the contracting authority.

In addition, suppliers are required to comply with all applicable obligations arising under the European Union (Packaging) Regulations 2014, for example relating to the separation and recovery of packaging waste. The specific steps taken to comply with applicable obligations under the Packaging Regulations must be detailed. Compliance will be verified pre-award and also as part of the ongoing contract management process.

2.10 Microbiological Testing

The Supplier must provide independent test results i.e. microbiological information to the Contracting Authority's catering department upon request as required, for all Goods over the Term of the Goods Contract, at the Supplier's own cost, within 3 working days of such a request. The test results shall outline the test parameters and results recorded. Evidence of test result compliance must be made to the Contracting Authority in the form of a written report or by providing a copy of the laboratory certification.

The Contracting Authority also reserves the right to request that samples of meat are submitted for examination to an accredited laboratory to recognised standard ISO17025 with a view to determine any or all of the following criteria at the Supplier's cost:

- Species
- Fat content where applicable
- Description of meat cut
- Bacteriological standard verifying compliance with the criteria of Commission Regulation (EC) No 2073/2005 on microbiological criteria for foodstuffs
- General state of fitness
- Adulteration i.e. offal, added water, textured veg, protein, colouring, preservatives

2.11 Goods/Service Issues

In the event of any defective Goods becoming apparent after delivery, the Supplier shall remove the rejected Goods within one calendar day from the date of notification to the Supplier of their

rejection, and make arrangements to replace the Goods or credit the Contracting Authority as instructed (including in circumstances where vacuum is not sealed properly).

In the event of any defective Goods becoming apparent, appropriate action will be taken by the Supplier to remedy the situation. If there is no improvement or repetition a written warning will be issued by the Contracting Authority.

2.12 Goods Recalls

In the event of a Goods recall, advice and / or alert to the Contracting Authority, the Supplier must have written formal procedures in place for identifying the Goods, advising and / or alerting the delivery locations, removing from the delivery locations all Goods that are subject to a Goods recall, and offer replacement / alternative Goods (which must be then agreed in accordance with the procedures set out in section 2.4 of this Appendix 1). The implementation of these procedures shall result in minimum cost and disruption. The Supplier acknowledges and agrees that if the Goods recall and advice and/or alert procedures proposed do not meet requirements, the Contracting Authority reserves the right to prescribe Goods recall, advisory and / or alert procedures to be adopted by the tenderer.

A summary of all Goods recalls / alerts / advisories / complaints, their investigation, conclusion, resolution and subsequent corrective and or preventative actions must be provided in the Tender (Award criteria 2.1) and / or during the Term of the Goods Contract, upon request, within 2 working days.

2.13 Customer Complaints and Corrective action

The Supplier must have a formal written procedure for dealing with general Customer complaints (in addition to serious Customer complaints). This procedure must include a clear-path communication process, a system for reporting root cause, and corrective and preventative actions.

The timelines involved must be (at a minimum) written acknowledgement of the incident to the Contracting Authority – a maximum of 2 working days. Investigation results and reports (including resolution/corrective action) must be furnished to the Contracting Authority, within a maximum of 10 working days from receipt of a complaint.

In the event that a Customer complaint is of a medical nature then the Contracting Authority will require a thorough investigation.

Goods which exceed temperature limits on delivery shall be returned, at no cost to the Contracting Authority.

The results of the Supplier's investigation and resolution / corrective action must be forwarded to the Houses of the Oireachtas Catering Manager, in a written report. The timelines involved must be (at a minimum) written acknowledgement of the incident to the Contracting Authority – and be completed within a maximum of 2 working days. Investigation results and reports (including resolution/corrective action) must be furnished to the Contracting Authority, within a maximum of

10 working days from receipt of a complaint.

If laboratory analysis is required, this shall be undertaken by the Contracting Authority and charged back to the Supplier – analysis information and results undertaken by suppliers on foot of complaints should be shared on request with the Contracting Authority

2.14 Additional Goods Support

The Supplier must have dedicated staff available and must be in a position to provide both training and information as required including culinary training, calorie count and allergen information in addition to other specification details, as required by the Houses of the Oireachtas. This information must be made available in full, within five (5) working days from the date of request. These requirements must be complied with during the Term of the Goods Contract to ensure that catering have up to date and ongoing knowledge of the Goods.

2.15 Stock Shortages

Notification of Goods shortages shall take place prior to delivery of up to two hour, upon receipt of the order and a suitable Good(s) offered and agreed with the Houses of the Oireachtas Catering Manager.

2.16 Specification Data Sheets and Electronic Catalogue/Brochure

Full and complete soft copy specification data sheets ("SDS") for all Goods must be provided at the time of contract award and during the Term of the Goods Contract upon request by the Contracting Authority. In particular, each individual SDS must provide the key defining technical merits and functional attributes / characteristics for each Good to be supplied during the Term of the Goods Contract.

A soft copy (electronic) catalogue / brochure, (searchable by Supplier product code), listing all Goods agreed during the Term of the Goods Contract to the Houses of the Oireachtas must be provided by the Supplier. This brochure / catalogue must be of a format that can be easily searchable electronically using the Supplier product code (e.g. pdf type) and must contain such information as:

- A photo of each Good
- Supplier product codes – per the Supplier 's Tender submission
- Descriptions, technical merits and functional characteristics
- Allergen information
- Shelf life from date of production and date of delivery
- Hanging times of carcase as applicable

2.17 Goods Minimum Standards

The following are the minimum standards required for provision of Meats and Poultry with further specification standards detailed in Appendix 2 Pricing Schedule.

All Goods must be fit for purpose and of a quality acceptable to the Contracting Authority and must be supplied in accordance with the product specifications set out in the Tender and must, at a minimum meet or exceed the specifications in this Appendix 1 and the additional specifications if detailed in Appendix 2 Pricing Schedule. In addition, all products delivered must be fresh from production and not be frozen and subsequently thawed out by the Supplier before delivery to the Contracting Authority at 0C – 5C, unless by prior agreement. All labelling to comply with national

and European food labelling as follows:

- Product description under which the product is sold
- List of ingredients and quantity of ingredients
- Net quantity/weight
- Dates – expiry date/best before date
- Any special storage instructions or conditions of use
- Name or business name and address of the manufacturer or packager, or of a seller within the European Union including EC plant number.
- Nutritional Information and energy value per 100g or mm
- Allergen information as listed in Annex 11 to FIC
- Batch number
- Instructions for use
- Be in the English language only
- Nutritional declaration as set out in FIC, mandatory from 13th December 2016

For minced meats the following must be added:

- Percentage of fat content (as specified in Appendix 2 Pricing Schedule)

Quality Assurance
Lamb, Pork, Bacon, and Poultry must be Bord Bia Quality Assured (Supply Chain Assurance Scheme) or European equivalent.

EU Classification for Lamb and Pork
The EU Classification for Lamb and Pork criteria is as follows and will be referred to throughout this section 17 in relation to minimum standards.

Conformation: the shape and development of the carcass is denoted by the following letters:

- E excellent
- U very good, upper (+) or lower (-))
- R good
- fair, upper (+) or lower (-)
- P poor, upper (+) or lower (-)

Fat: the degree of fat is denoted by the following numbers in order of increasing fatness.

1. low
2. slight
3. average
4. high, leaner (L) or fatter (H)
5. very high, lean (L) or fatter (H)

2.17.1 Lamb

Lambs must be sourced from EU approved premises as detailed in Directive EC 853/2004 and must comply with classification R3L, be in a weight range of 18-21.6kg, with all product traceable to source. Lambs must be tested for residues in accordance with Directive EC 96/23 or equivalent, be processed within three days of slaughter from animals of between 4 –12 months old. Any products specified as mutton must come from sheep aged 12 - 24 months.

Visual, Physical Standards and Sensory Standards

Appearance: to be free of bruises, bloody tissue, discolouration, spinal cord material, ragged edges and any extraneous matter. White fat and external must not exceed 9.5mm. Fat must be facing up to avoid staining from blood.
Colour: possess a dull red colour.
Sensory Standards:
Smell: free from off odours.
Taste: free from off flavours.

- **Portion Size**

Portion size is determined by the portion size, where applicable, as detailed in Appendix 2 Pricing Schedule. Orders will be by product weight.

- **Packaging**

Must comply with the requirements of current EU & National regulation.
Outer: colour coded impervious, clean, plastic trays or new fibreboard boxes. Inner: polythene bags of food grade quality.

- **Shelf-life**

From production: fresh, 14 days from date of packing in vacuum bags at 0°C – 3°C
Minimum shelf-life on delivery: fresh, 7 days at the Contracting Authority's location, 2 days ex-vacuum at 0°C – 3°C
In the case of minced lamb:
From production: fresh minced lamb must be prepared in accordance with regulation Directive EC no. 853/2004. Vacuum bagged at 0 – 3°C with a minimum shelf-life on delivery: 3 days at the Contracting Authority's location

2.17.2 Pork

Pork products must be sourced from EU approved premises as detailed in Directive EU 853/2004 and must comply with classification E, must not have been fed with meat or bone meal or subjected to growth hormones. Pigs must be a minimum of 60 kg in weight and between 6 and 12 months at the time of slaughter, with joints trimmed off excessive exposed fat together with connective tissue and ragged edges. Product must be traceable to source and be tested for residues in accordance with Directive EC 96/23 or equivalent.

- **Visual, Physical Standards and Sensory Standards**

Appearance: free from bruises, blood clots, bloody tissue, blood discolouration, exposed spinal cord material or any other conditions which would adversely affect the use of the product. Must not exhibit evidence of pale soft exudative condition. Skin must be thin, smooth and dry and the fat must not be excessive in proportion to the flesh.
Colour: possess a bright uniform colour and be finely grained, visible fat must be firm and white in colour.
Sensory Standards:
Smell: free from off odours.
Taste: free from off flavours.

- **Portion Size**

Portion size is determined by the portion size, where applicable, as detailed in Appendix 2 Pricing Schedule. Orders will be by product weight.

- **Packaging**

Must comply with regulatory requirements and be of a clean and hygienic state. Packaged products, except for sausages, to be vacuum packed with minced pork vacuum packed at 0°C to 3°C

- **Shelf Life**

From production: fresh to 14 days from date of packing in vacuum bags from 0°C to 3°C.
Minimum shelf life on delivery: fresh, 7 days at the Contracting Authority's location, 2 days ex-vacuum 0°C to 3°C
All joints and cuts must have a minimum of 14 days of shelf life from date of delivery to the location.
In the case of minced pork:
Minimum shelf life on delivery: fresh, 3 days at the Contracting Authority's location.

- **Storage/Delivery**

Raw minced products must not exceed 3º C.

2.17.3 Bacon

Bacon products must be sourced from EU approved premises as detailed in Directive EU 853/2004 and must comply with classification E, aged between 6 and 12 months, slaughtered within 21 days prior to the date of dispatch and hung for three days after slaughter. Bacon must be free from preservatives other than those permitted under regulations made in the Pigs and Bacon Act 1935*. Bacon must be clearly branded with the name of the cutter who must be registered or licensed in accordance with the provisions of the Pigs and Bacon Act. Sides must weigh not less than 25.40kg, nor more than 29.48kg each side, must be mild cured and may have been cured by the dry cure or tank cure methods. After curing and before dispatch, or smoking in the case of smoked bacon, the bacon must be drained (dry cured for at least 48 hours and tank cured for at least 144 hours).

- **Visual, Physical Standards and Sensory Standards**

Appearance: free from bruises, blood clots, bloody tissue, blood discolouration, exposed spinal cord material or any other conditions which would adversely affect the use of the product. Salt content not exceed 5%
Colour; possess a bright uniform colour. The fat must be white smooth and not more than 6.35mm in depth.
Sensory Standards:
Smell: free from off odours.
Taste: free from off flavours.

- **Portion Size**

Portion size is determined by the portion size, where applicable, as detailed in Appendix 2 Pricing Schedule. Orders will be by product weight.

- **Packaging**

Must comply with regulatory requirements and be of a clean and hygienic state. Packaged products to be vacuum packed.

- **Shelf Life**

All joints and cuts must have a minimum of 21 days of shelf life from date of delivery to the

location.
* salt or salt-petre

2.17.4 Chicken

Chicken products must be sourced from EU approved premises as detailed in Directive EC 853/2004 and be class A.
Visual and Physical Standards and Sensory Standards
Appearance: all poultry must have plump well-formed breasts with legs in proportion to the size of the bird. The skin must be unbroken with no excessive fat under it and no signs of stickiness. The end of the breastbone must be pliable for fresh chickens. Boned and rolled joints must be tied 2.5cm – 5cm apart. Appearance must be free from bruises and free from mechanical damage.

Colour: free from discoloration.
Smell: free from off smell or odour.

Portion Size
Portion size is determined by the portion size, where applicable, as detailed in Appendix 2 Pricing Schedule. Order will be by product weight.

Packaging
They must be packed in non-returnable containers (of 10 – 12 chickens) made of suitable material, i.e. waxed card or expanded polystyrene materials. All other poultry products must be gas flushed packed or vacuum packed as per the Contracting Authority's requirements.

Shelf Life
When prepared from chilled, poultry meat minced or raw material from deboning, poultry meat must be prepared within no more than 3 days of their slaughter.
From production: fresh, 14 days from date of packing in vacuum bags at 0°C to 3°C. Minimum shelf-life on delivery: fresh, 7 days at the Contracting Authority's location, 2 days ex-vacuum at 0°C to 3°C. 1 day gas flushed at 0°C to 3°C.

2.17.5 Turkey

Please see Appendix 2 Pricing Schedule for specification standards.

2.17.6 Cooked Meats

Please see Appendix 2 Pricing Schedule for specification standards.

2.18. Security, Delivery, Shortages and Performance Requirements

2.18.1 Security:

Suppliers should note that deliveries and employees of the Supplier may be subject to routine security clearance procedures prior to each delivery and employees being allowed entry onto the Houses of the Oireachtas site. Co-operation with these procedures and any of the Houses of the Oireachtas security regulations is mandatory.

2.18.2 Delivery Personnel and Vehicles:

Delivery personnel must have the following competency and professionalism:

- Delivery personnel must behave in a hygienic manner.
- Delivery personnel must adhere to personal hygiene regulations and rules.
- Delivery personnel must have a good level of personal hygiene, i.e. clean in appearance, clean hair and nails.
- Delivery personnel must not engage in unhygienic practices, i.e. spitting, etc.
- Delivery personnel must not smoke in food vehicle or on the food premises or on a smoke free campus
- Delivery personnel must wear suitable and clean protective clothing (PPE) including footwear and headwear where necessary.
- Delivery personnel must observe all hygiene rules set out in the Contracting Authority Location.
- Delivery personnel must cover cuts with blue waterproof adhesive dressing
- Delivery personnel must handle all food deliveries with care
- Delivery personnel must have received training in food safety commensurate with their work.
- During delivery if the delivery personnel observe any defects in the Goods then he/she must segregate the items in question, record and return to the Supplier.
- The delivery personnel must accept any food items rejected by the Contracting Authority due to deviations from the Specifications, including acceptable levels/criteria stipulated in the Supplier's HACCP plan.

The following standards must be in place with regard to delivery vehicles:

- The vehicle must be clean and weatherproof and refrigerated to less than 5°C.
- The internal surfaces of the vehicle body must be impervious and easy to clean and the vehicle body must be sealed, to prevent the entry of pests, exhaust fumes and other sources of contamination.
- The vehicle must not store any items likely to contaminate food, e.g. cleaning chemicals, etc.
- Shelving in a food vehicle must be smooth, impervious and easily cleanable.
- All products must be segregated from other food products, to avoid cross contamination, if transported in the same delivery vehicle. This separation must be physical separation, not just packaging.

2.18.3 Examples of Key Performance Indicators (KPIs) for this contract:

- 98% - All products listed under each category must be available for selection when an order is placed.
- 98% - All deliveries arrive within the designated time schedule
- 98%. -All products delivered to the Contracting Authority match the quantity and specification requirements
- 98% - All deliveries are delivered in the correct format, within the correct temperature and meet HACCP quality standards.
- 98% - Each delivery is accompanied with a priced delivery note and all products are charged at the quoted price.

2.19 Green Procurement

In line with the Climate Action Plan 2024 and European Directive 2019/904 on the reduction of the impact of certain plastic products on the environment and Circular 20/2019: Promoting the use of Environmental and Social Considerations in Public Procurement The Contracting Authority and / or The Office of Government Procurement require an annual review meeting with the Contractor to propose alternative environmentally friendly and sustainable goods with characteristics including but not limited to:

- Products sourced from sustainable and certified sources promoting good environmental practices and tackling social issues;
- Proposals for food products packaged in a form which reduces waste to a minimum while still ensuring the safety and preservation of food;
- Reduction in food containers made of single use plastic;
- Details on whether your organisation measures CO2eq emissions footprint and if not what plans are in place to do so in the future;
- Details on your organization's sustainability strategy or plans to create one.

On 4th April 2024 "Buying Greener: Green Public Procurement Strategy and Action Plan 2024-2027" was published and it includes the following Sectoral Targets for Food Procurement and Food Waste Prevention:

- Sectoral Target 2: "From the date of publication of the GPP Strategy and Action Plan a minimum of 10% by value (€) of food sought by public sector bodies under new contract arrangements (including via contractors such as canteen service providers), is to be certified organic in each of the following categories of Cereals, fresh Lamb, Pork, Poultry, Fish, Vegetables and Dairy products, where possible."
- Sectoral Target 3: "From 2025, 100% of new contract arrangements related to canteen or food services to include measures that are targeted at addressing food waste, with a specific focus on food waste prevention, taking into account Ireland's commitment to reduce food waste by 50% by 2030, and food waste segregation."

As per the foregoing, the Contracting Authority must ensure that a minimum of 10% by value (€) of fresh lamb, pork, and poultry sought is certified organic where possible. The Contractor must provide the organic fresh lamb, pork and poultry as required by the Contracting Authority.

The Contractor shall supply the Contracting Authority/the Office of Government Procurement with an annual Green Public Procurement report for the previous year within five (5) working days from the request in writing. Reports shall be made available in electronic and paper formats. The reports must demonstrate how the Sectoral Targets 2-3 are implemented by the Contractor for the purpose of this Goods Contract. The Contracting Authority reserves the right to request the reports in relation to organic products procured by each delivery location. This report may include but is not limited to: organic product type, organic product description, quantity of organic products procured/delivered, value of organic products procured, etc. The Contractor must provide these reports to the Contracting Authority within five (5) working days from the request in writing. The reports shall be made available in electronic and paper formats.

Appendix 2: Pricing Schedule

Please see Appendix 2 - Pricing Schedule which Tenderers must complete.

Tenderers should note that the annual estimates of quantities set out in Appendix 2 are estimates only, and that these estimates are as accurate as is possible for the Contracting Authority to provide at this time. No obligation shall exist for the Contracting Authority to purchase these precise or any quantity of Goods. The Contracting Authority do not warrant or represent that expenditure will meet, exceed or be less than the estimated usage amounts and by submitting a Tender, Tenderers so acknowledge and agree.

Appendix 3: Tenderers' Statement

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

Tenderers' Statement

TO: **The Houses of the Oireachtas Commission** (the "Contracting Authority") RE: Request for Tenders for the Supply of Meat and Meat Products.

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 Goods Contract, we hereby declare the following:

1. We understand the nature and extent of the Goods 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 Goods Contract and the Confidentiality Agreement and agree if awarded a Goods Contract to execute the Goods Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Goods in accordance with the RFT and our Tender.
5. We agree that, if awarded any Goods Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Goods Contract under the RFT, have in place on the Effective Date of the Goods 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 Goods 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).

Print name	
Signed (Authorised signatory)	
Company	
Address	
Date	

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of Meat and Meat Products.

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender (the "Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled **[insert description of competition]** published by [insert name of contracting authority] ("the Contracting Authority").

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

3. [Click here and insert name of entity]:
   a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
   b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:
   a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the goods supplied, 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 Click or tap here to enter text. who is personally known to me (or who is identified to me by Click or tap here to enter text. who is personally known to me) or*

Click or tap to enter a date.

(signed): [Insert Signature]
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: Goods Contract

The Houses of the Oireachtas Commission

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the Supply of Goods pursuant to

Request for Tenders for the supply of Meat and Meat Products.

This Agreement is made on the **[Date E.G., 2nd] Day of [Month] 20[Year]** between:

The Houses of the Oireachtas Commission, **of Leinster House, Kildare Street, Dublin 2, D02 XR20** ("the Client"); and

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

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

Whereas:

A. By Request for Tender entitled "Supply of Meat and Meat Products to the Houses of the Oireachtas Catering Facilities" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ dated insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the supply of the goods described in Appendix 1 to the RFT (the "Goods"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

It is hereby agreed as follows:

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

i. This Agreement and Schedules A to E attached hereto;
ii. The RFT;
iii. The Submission.

2. The Contractor shall sell and the Client shall purchase in accordance with this ("Agreement") the Goods described in Schedule B (''Goods''). Schedule B details the nature, quality, time of delivery and functional specifications of the Goods in accordance with the RFT and the Submission ("the Specification").

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

4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of

[address of contact person]; the Contractor's Contact is [] of [Leinster House, Kildare Street, Dublin 02].

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

   The Client reserves the right to extend the Term for a period or periods of up to twelve months with a maximum of four such extensions permitted subject to its obligations at law.

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

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

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

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

10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

Signed for and on behalf of the Client (being a duly authorised officer)		**Signed for and on behalf of the Contractor**	
Name	[Complete fields]	**Name**	[Complete fields]
Signature	[Complete fields]	**Signature**	[Complete fields]
Witness name	[Complete fields]	**Witness name**	[Complete fields]
Witness signature	[Complete fields]	**Witness signature**	[Complete fields]

Schedule A: Terms and Conditions

1. Contractor's Obligations

A. The Contractor undertakes to act with due care, skill and diligence in the supply of Goods 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 supply of Goods 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. supply of Goods in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
3. comply with all local security and health and safety arrangements as notified to it by the Client; and
4. supply of Goods 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 Goods supplied, 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 15, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

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

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 11.

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

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

i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;

ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;

iii. to provide to the Client, upon request, adequate evidence corresponding to point

(i) or (ii) above;

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

2. The Goods

A. The Contractor shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.

B. Unless otherwise stated in the Specification:

1. Where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client's vehicle.

2. Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.

3. The Goods shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warning.

4. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.

5. The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.

6. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.

C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.

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

3. Inspection of Goods

A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 3B.

B. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:
   1. treat the Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Goods in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods.
      OR
   2. have such Goods promptly, and in any event within [one] calendar days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.

C. Rejected Goods shall be removed by the Contractor from the Client within [one] calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within [one] calendar days of such notification, the Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Client at the risk of the Contractor. Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Contractor.

D. For the avoidance of doubt, the Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 3B.

E. The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client's acceptance of them.

F. The Contractor hereby guarantees the Goods up to the 'best-before' date (the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

4. Risk and Title

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

B. Title shall pass to the Client on payment for the Goods.

5. Payment

A. Subject to the provisions of this clause 5 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 11A from time to time;
2. The furnishing by the Contractor of a valid invoice and such supporting

documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

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

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

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

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

E. Where indicated in the Specification, the Charges shall include the cost of instruction of the Client's personnel in the use and maintenance of the Goods and such instructions shall be in accordance with the requirements detailed in the Specification.

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

6. 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 supply the Goods 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 supply the Goods (to include manufacture and distribution process) as they apply to the Contractor;

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

6. **Not used**

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

8. the Client shall be under no obligation to purchase any minimum number or value of Goods.

B. The Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on his premises which are the property of the Contractor and shall insure the same against any form of loss or damage and the Contractor so acknowledges and confirms.

C. The Contractor confirms and undertakes that the Goods supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Submission (to include any samples furnished thereunder) and the Specification (Schedule B) and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.

D. The Contractor undertakes to ensure that all and any necessary consents and/or licences are obtained and in place for the purposes of this Agreement. The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party intellectual property rights in so far as any such

rights are used for the purposes of this Agreement.

E. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 6A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

7. Remedies

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 7A 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(D), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

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

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(D) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 120 percent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

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

10%of the charges.

("the Retention Amount") which Retention Amount shall not at any given time exceed [10] per cent of the Charges. In such event the Client shall identify the particular Goods 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 Goods as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 7F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

8. 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 8; 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 8; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

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

The obligations in this clause 8 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. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, then in the event of the Client receiving a

request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

D. The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9. 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 9B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

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

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

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

C. If the Force Majeure Event continues for [10] calendar days either Party may terminate at 14 days' notice.

D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the

extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

10. Termination

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving [4 week's] written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [4 week's] written notice to the Client.

B. Either Party shall have the right (in addition to its rights under clause 10(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

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

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

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

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

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

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

ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

11. Contract Management

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

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
3. comply with all reasonable directions of the Client; and
4. comply with the service levels and performance indicators set out in Schedule D.

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

D. The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 11D.

12. 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 Fergal McLoughlin within the Client respectively.

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

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

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

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

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

13. 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.

14. 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 14.

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.

15. Assignment and Subcontract

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

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

16. 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.

17. 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.

18. 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.

19. Non-Exclusivity

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

20. Media

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

21. 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 Goods and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

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

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward

for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 21C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

22. Access To Premises

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

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

23. Non-Solicitation

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

24. Change Control Procedure

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

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

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

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

E. The Parties must indicate their acceptance or rejection of the change control request and/or

Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

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

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

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

25. Data Protection and Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. The Contractor shall: -

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

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

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

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

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

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

Schedule B: Goods: The Specification

Schedule C: Charges

Schedule D: Service Levels

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

Schedule E: Data Protection

1. Processing by the Contractor
    1.1 Subject matter of processing: all information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to its employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement, and all information in any of the aforementioned forms emanating from those who work in the parliamentary workplace, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, whether in the course of availing of the Goods or contained in any correspondence or other document in any of those forms arising in respect of the Goods, which relates to an identified or identifiable natural person;
    1.2 Nature of processing: RFT for the Supply of Meat and Meat Products to the Houses of the Oireachtas Catering Facilities.
    1.3 Purpose of Processing: to allow the Contractor to supply the Goods under the Agreement;
    1.4 Duration of the processing: the Term of the Agreement.
    1.5 Types of personal data: Names and contact details of personnel of the Contractor or the Client involved in the processing and personal data emanating from the Client pursuant to its instructions or in conjunction with the Contractor (including but not limited to personal data of its employees, agents, independent contractors and/or Sub-contractors) or of those who work in the parliamentary workplace and avail of the Goods, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, including identification information (e.g. name or other unique identifier), and contact information (e.g. email address, postal address, telephone contact numbers); from time to time, the personal data may include special categories of data (that is, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation) and data to which Article 10 of the GDPR and section 55 of the Data Protection Act 2018 applies (criminal convictions, criminal allegations, and security measures relating to those matters or otherwise to criminal offences).
    1.6 Categories of data subject: Persons working in the parliamentary workplace, in particular Members of the Houses, Members' and party

staff, interns and those on work placements, political correspondents working in the Houses and the staff of the Houses of the Oireachtas Service; (where distinct) personnel of the Contractor or the Client involved in the processing.

Appendix 6: Confidentiality Agreement

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

The Houses of the Oireachtas Commission, of **Leinster House, Kildare Street, Dublin 2, D02 XR20** (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 [RFT for the Supply of Meat and Meat Products to the Houses of the Oireachtas Catering Facilities] (the "RFT") the Contracting Authority invited tenders ("Tenders") for the supply of Goods described in Appendix 1 to the RFT (the "Goods") ("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 goods 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 supply of goods. 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 [bi-annually] 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 [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 Client (being a duly authorised officer)		**Signed for and on behalf of the Contractor**	
Name	[Complete fields]	**Name**	[Complete fields]
Signature	[Complete fields]	**Signature**	[Complete fields]
Witness name	[Complete fields]	**Witness name**	[Complete fields]
Witness signature	[Complete fields]	**Witness signature**	[Complete fields]

Schedule A to the Confidentiality Agreement: Data Protection

1. Processing by the Contractor
    1.1 Subject matter of processing: all information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to its employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement, and all information in any of the aforementioned forms emanating from those who work in the parliamentary workplace, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, whether in the course of availing of the Goods or contained in any correspondence or other document in any of those forms arising in respect of the Goods, which relates to an identified or identifiable natural person;
    1.2 Nature of processing: RFT for the Supply of Meat and Meat Products to the Houses of the Oireachtas Catering Facilities.
    1.3 Purpose of Processing: to allow the Contractor to supply the Goods under the Agreement;
    1.4 Duration of the processing: the Term of the Agreement.
    1.5 Types of personal data: Names and contact details of personnel of the Contractor or the Client involved in the processing and personal data emanating from the Client pursuant to its instructions or in conjunction with the Contractor (including but not limited to personal data of its employees, agents, independent contractors and/or Sub-contractors) or of those who work in the parliamentary workplace and avail of the Goods, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, including dentification information (e.g. name or other unique identifier), and contact information (e.g. email address, postal address, telephone contact numbers); from time to time, the personal data may include special categories of data (that is, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation) and data to which Article 10 of the GDPR and section 55 of the Data Protection Act 2018 applies (criminal convictions, criminal allegations, and security measures relating to those matters or otherwise to criminal offences).
    1.6 Categories of data subject: Persons working in the parliamentary workplace, in particular Members of the Houses, Members' and party staff, interns and those

on work placements, political correspondents working in the Houses and the staff of the Houses of the Oireachtas Service; (where distinct) personnel of the Contractor or the Client involved in the processing.