BORD BIA

IRISH FOOD BOARD

**REQUEST FOR TENDER**

**CONTRACT**

| | |
|---|---|
| **Title:** | **Invitation to Tender for Meat Shopper Monitor 2.0** |
| **Contracting Authority:** | **Bord Bia** |
| **Procedure:** | Open |
| **eTenders/OJEU ref:** | CFT ID: 9550461 |
| **Issue Date:** | 23rd November 2026 |
| **Closing Date for Queries (Irish Time):** | 18th December 2026 @ 12:00 noon (Irish Time) |
| **Tender Submission Deadline (Irish Time):** | 8th January 2027 @ 12:00 noon (Irish Time) |
| **Submissions and Queries via:** | eTenders only |

## Contents


1 About the Contracting Authority ..... 1
1.1 The Contracting Authority ..... 1
1.2 Small and Medium Enterprise participation ..... 1
2 Specification of Requirements ..... 2
2.1 Scope of Requirements under the Contract: ..... 2
2.2 Duration of the Contract ..... 2
2.3 Estimated Value for the Contract ..... 2
3 Contract Management ..... 3
3.1 Contract Manager ..... 3
3.2 Compliance with the Terms and Conditions of the Contract ..... 3
3.3 Award to Runner Up ..... 3
4 Selection Criteria ..... 4
4.1 Use of the European Single Procurement Document ..... 4
4.2 Relying on the standing of other Entities ..... 4
4.3 General Declarations and Financial Capacity Requirements ..... 4
4.4 Human Rights and Ethical Employment (Pass / Fail) ..... 6
4.5 Technical Capacity Requirements ..... 6
4.6 Presentation of proposals ..... 6
5 Award Criteria ..... 7
5.1 Methodology for calculating the Cost Score ..... 10
5.2 Methodology for scoring Qualitative Criteria ..... 10
5.3 Post Tender Clarification ..... 10
5.4 Verification ..... 10
5.5 Clarification of Abnormally Low Tenders ..... 11
5.6 Right to Confirm Suitability ..... 11
6 Instructions for Tenderers ..... 12
6.1 Closing Date for Tenders ..... 12
6.2 Submission of Tenders ..... 12
6.3 Queries ..... 12
6.4 Extension of the Tender Deadline ..... 12
6.5 Tender Validity Period ..... 13
6.6 Discrepancies between Documents ..... 13
6.7 Formatting of Tenders / Amending Tender Documents ..... 13
6.8 Collusive Tendering ..... 13

6.9 Confidentiality ..... 13
6.10 Clarification of Tenders ..... 13
6.11 Correction of errors ..... 14
6.12 Change in the composition of a Tender ..... 14
6.13 Interference and Inducement to Purchase ..... 14
6.14 Conflict of Interest ..... 14
6.15 Publicity ..... 14
6.16 Right Not to Award ..... 15
6.17 Notification of Tender Evaluations ..... 15
6.18 Award Notices ..... 15
6.19 Policy on Personal Debriefings ..... 15
6.20 Copyright ..... 16
6.21 Brand Names, etc. ..... 16
6.22 Environmental Aspects ..... 16
6.23 Knowledge and Skills Transfer ..... 16
6.24 Currency and Payments ..... 16
6.25 Irish Legislation and Law ..... 16
6.26 Anti-Competitive Conduct ..... 16
6.27 Accessibility / Dignity at Work ..... 17
6.28 Withholding Tax ..... 17
6.29 Freedom of Information ..... 17
6.30 Late Payment ..... 17
6.31 Data Protection ..... 17
6.32 Responsibility of Successful Party ..... 18
7 Appendix A – Detailed Specification ..... 19
8 Template: Appendix B – Contract Terms & Conditions ..... 26

## Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

## Note

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

The Contracting Authority have provided a **Tender Response Document** as a separate document for tenderers to use in preparing their response to this tender.

**This document and format must be used.**

# 1 About the Contracting Authority

## 1.1 The Contracting Authority

Bord Bia (hereinafter referred to as the "Contracting Authority") is the authority responsible for this procurement.

Bord Bia, the Irish Food Board, is the government agency responsible for the promotion of the food, drink, and horticulture industry, bringing Ireland's outstanding produce to the world, thus enabling the growth and sustainability of our producers.

As a force for insight, reputation building and fostering an entrepreneurial and skills culture in the industry, we contribute to its sustainable growth at home and abroad.

With headquarters in Dublin, Bord Bia has a network of overseas offices in Amsterdam, Dubai, Dusseldorf, Lagos, London, Madrid, Milan, New York, Paris, Shanghai, Singapore, Stockholm, Tokyo, and Warsaw. More detailed information is available at www.bordbia.ie.

## 1.2 Small and Medium Enterprise participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

## 2 Specification of Requirements

### 2.1 Scope of Requirements under the Contract:

Bord Bia wishes to commission a research programme that focuses on beef to replace two existing beef related studies, Meat Shopper Monitor and Beef Brand Health Check. By merging aspects of these studies, we want to streamline Bord Bia's insights on beef and be able to link the beef category to Irish beef performance.

**Overview and Objectives** –.

A detailed specification is available in **Appendix A**

### 2.2 Duration of the Contract

The contract will be for a period of twelve [12] months The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The number and duration of extensions will be up to a maximum of 2 x 12-months.

### 2.3 Estimated Value for the Contract

The Contracting Authority estimates that the maximum expenditure range on the services to be covered under the proposed Services Contract may amount to between €609,000 and a maximum potential spend of €630,000 excluding VAT over the term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and projected usage requirements.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the contract.

# 3 Contract Management

## 3.1 Contract Manager

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

## 3.2 Compliance with the Terms and Conditions of the Contract

Award of contract will be conditional upon acceptance of the Contracting Authority's Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 6*) of this document.

## 3.3 Award to Runner Up

If, following the award of a contract, the successful tenderer cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

## 4 Selection Criteria

The Contracting Authority is using the **Open** procedure for the award of this contract, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's qualifications, tenderers are required to provide the information set out below in the **Tender Response Document (TRD)** which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

### 4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with *Section 4.3* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

### 4.2 Relying on the standing of other Entities

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic, or technical capacity requirements of the competition, if required.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

### 4.3 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

| General Information | |
|---|---|
| **Tenderers will either pass OR fail each of the Selection Criteria in section 2.2 in the tender response document. A tenderer who fails a selection criterion will be excluded from participating in this competition**<br><br>Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable. | |
| **Financial and Economic Standing** | |
| **Tax Compliance** | Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document. |
| **Financial Capacity** | *(a)* Confirmation that the tendering party's turnover exceeded €600,000 for **<u>each of the last three years</u>** or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. ***(these figures must be provided in the tender response document section 2.2, failure to submit these figures will result in elimination from the evaluation process)***<br><br>(b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.<br><br>Evidence of both statements will be required prior to the award of any contract, but the figures must be provided in the Tender Response Document. Failure to do so will result in elimination from further evaluation. |
| **Insurance** | Confirmation of the following insurances being in place: |

| Insurance Type | Required Level |
|---|---|
| Employer's Liability *<br>* *If the tenderer is a sole trader with no employees, Employers Liability insurance is not required* | €13 million (if applicable) |
| Public Liability | €6.5 million |
| Professional Indemnity | €1.3 million for each and every claim |

| Declaration |
|---|
| Complete the Declaration of Bona Fides as per **Art. 57 of Directive 2014/24/EU** as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.<br><br>Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.<br><br>Complete the Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine. |

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a **<u>pass or fail</u>** basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

### 4.4 Human Rights and Ethical Employment (Pass / Fail)

**Compliance with Human Rights, Ethical Employment and Labour Standards**

**Requirement**
Tenderers must demonstrate that they, and any subcontractors or labour agencies engaged in the delivery of the Services, comply with internationally recognised human rights and labour standards, including but not limited to:

- Compliance with applicable Irish, EU and local employment and labour legislation
- Prohibition of forced labour, bonded labour and child labour
- Lawful working hours, fair wages and lawful payment practices
- Equal treatment, dignity at work and non-discrimination-discrimination
- Safe and healthy working conditions
- Respect for worker privacy and lawful processing of personal data
- Responsible management of subcontractors and labour providers

**Tenderers must complete a Declaration of Compliance in the Tender Response Document confirming that:**

1. No forced, trafficked or child labour is used
2. Workers retain full access to wages, personal bank accounts and identity documents
3. Health and safety obligations are met for all workers, including temporary or overseas staff
4. Subcontractors are subject to equivalent human rights standards
5. Any identified or alleged human rights breaches will be promptly notified to the Contracting Authority

Supporting documentation is not required at tender stage but may be requested prior to award or during contract delivery.

### 4.5 Technical Capacity Requirements

| Previous Experience |
| --- |
| Tenderers must provide evidence of the successful delivery of three (3) previous projects of comparable scope and complexity **within the last three (3) years**, incorporating the features specified in Appendix A with only one (1) of these from Bord Bia, (this is a pass or fail criteria, failure to provide three (3) previous projects as above will result in elimination from the evaluation process). |

### 4.6 Presentation of proposals

| |
| --- |
| Tenderers may be required to make a presentation of the proposal contained in their Tender. The contracting Authority will not be responsible for the cost of such presentations. Performance at presentations will not be evaluated. |

## 5 Award Criteria

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The Tender Response Document **MUST** be used for the submission of tender responses. Evaluation will only be made on the basis of what is submitted in the Tender Response Document (in the format requested) and any supporting documentation will be treated as clarification documents only.

The contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

| **Criterion A** | **Weighting** | **Maximum Marks** | **Minimum Marks** |
|---|---|---|---|
| | 20% | 2000 | n/a |
| **Title** | **Cost** | | |
| **Description** | Please use the Pricing template included in the Tender Response Document<br>*Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender in the Tender Response Document.* | | |
| **Criterion B** | **Weighting** | **Maximum Marks** | **Minimum Marks** 50% |
| | 10% | 1000 | 500 |
| **Title** | **Championing Sustainability within your Organisation** | | |
| **Description** | Please demonstrate, in your response, how you will champion sustainability in the delivery of this project.<br>Tenderers must demonstrate how sustainability considerations will be incorporated throughout project delivery, including but not limited to:<br>• Measures to minimise environmental impact.<br>• Efficient use of travel, resources and equipment.<br>• Any innovative sustainability initiatives relevant to the project. | | |
| **Criterion C** | **Weighting** | **Maximum Marks** | **Minimum Marks** 50% |
| | 30% | 3000 | 1500 |
| **Title** | **Proposed Methodology for Delivery of the scope of this project** | | |
| **Description** | Tenderers must provide clear and comprehensive information to enable the Contracting Authority to assess their offer under service delivery. Please ensure you address how you propose to provide the | | |

| | | | |
|---|---|---|---|
| | service demonstrating your planned methodology by covering at least the following:<br><br>• Demonstrate a clear understanding of the research objectives.<br>• Define how the proposed approach will meet our desired research objectives.<br>• Outline the proposed research design and approach to sampling and fieldwork.<br>• Demonstrate robustness of approach and strategic thinking behind the proposed methodology.<br>• Outline the proposed approach to analysis and interpretation.<br>• Outline timelines including deliverables and client input requirements.<br>• Demonstrate the ability to bring the research to life in a stimulating, inspiring, visual and informative way – through PowerPoint, and other forms of potential media. | | |
| **Criterion D** | **Weighting** | **Maximum Marks** | **Minimum Marks** 50% |
| | **10%** | **1000** | **500** |
| **Title** | **Quality, Quantity and Balance of Resources** | | |
| **Description** | Tenderers should demonstrate that they have an appropriately qualified, experienced and adequately resourced team to successfully deliver the requirements of the contract. Responses should include, as a minimum:<br><br>• Details of the proposed team structure, clearly identifying the roles and responsibilities of key personnel and how the team will work together in delivering the contract.<br>• Evidence of the qualifications, skills and relevant experience of the proposed team, particularly in consumer research, strategic insight and the development of dashboards.<br>• Demonstration of an appropriate balance of senior strategic expertise and day-to-day delivery resources, including the level of senior involvement throughout the contract.<br>• Details of the proposed team's capacity and availability to manage the anticipated research programme and respond effectively to Bord Bia's requirements throughout the contract period.<br>• Details of the allocation of resources across key activities, demonstrating that sufficient and appropriately skilled personnel will be assigned to research design, fieldwork/research delivery, analysis, interpretation, reporting and presentation of findings.<br>• The proposed approach to account management, continuity and resilience of resources, including how the tenderer will maintain continuity of knowledge and service and manage any changes or absences within the proposed team during the contract.<br><br>*Tenderers should provide comprehensive information on the team/person proposed clearly indicating each team members' contribution to the project, their precise roles, and responsibilities.* | | |

| Criterion E | Weighting | Maximum Marks | Minimum Marks 50% |
|---|---|---|---|
| | **15%** | **1500** | **750** |
| **Title** | **Proposed outputs and creativity of delivery mechanisms (e.g. ways to engage, disseminate findings)** | | |
| **Description** | Tenderers must provide clear and comprehensive information to enable the Contracting Authority to assess their offer under service delivery. Please ensure you address how you propose to provide the service detailing your planned methodology.<br><br>Tenderers should address the following in their response:<br><br>• Outline the proposed approach to deliverables.<br>• Provide details on the development, usage and past experience with your proposed dashboard.<br>• Demonstrate an ability to bring research to life in a stimulating, inspiring, visual and informative way.<br>• Provide previous examples of how you have integrated external insights and data into primary research programmes.<br>• Outline creative approaches for increasing engagement and usability of the research.<br>• All outputs to meet accessibility standards and data handover requirements. | | |

| Criterion F | Weighting | Maximum Marks | Minimum Marks 50% |
|---|---|---|---|
| | **15%** | **1500** | **750** |
| **Title** | **Strategic Thinking and Capability** | | |
| **Description** | Tenderers should demonstrate their strategic thinking and capability to deliver insight that supports Bord Bia. Responses should include, as a minimum:<br><br>• Your approach to transforming data and research findings into meaningful strategic insight and commercially actionable recommendations.<br>• Demonstrate how you will act as a strategic partner to Bord Bia, including your ability to challenge thinking, identify opportunities, anticipate emerging trends and provide forward-looking guidance.<br>• Provide previous examples of where you have acted as a strategic partner to another organisation. | | |

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.

### 5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

| | |
|---|---|
| Lowest Cost from a Bona Fide tender | **A** |
| Cost for the tender being evaluated | **B** |
| Maximum Points available for Cost | **C** |
| Formula employed | $\frac{A \times C}{B}$ |

### 5.2 Methodology for scoring Qualitative Criteria

| Score | Category | Description |
|---|---|---|
| 90 – 100% | Exceptional | An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations. |
| 80 – 89% | Excellent | An excellent response demonstrating excellent understanding offering assurance to client – fully supported. |
| 70 – 79% | Very good | A very good response demonstrating very good understanding offering assurance to client – strongly supported. |
| 60 – 69% | Good | A good response demonstrating good understanding offering assurance to client – well supported. |
| 50 – 59% | Acceptable | An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported. |
| **Less than 50% is unacceptable and considered ineligible from further consideration** | | |

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

### 5.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

### 5.4 Verification

Award of contract may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this

meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

### 5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

### 5.6 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

# 6 Instructions for Tenderers

## 6.1 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

## 6.2 Submission of Tenders

The Contracting Authority is using the tender postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. **Only** tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time. Tenderers should consider the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic post-box and a one-hour limit for upload. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

## 6.3 Queries

The closing date for submitting queries is specified on the title page.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

## 6.4 Extension of the Tender Deadline

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

### 6.5 Tender Validity Period

To allow sufficient time for tender assessment a tender validity period of [9 months] is required, this period commencing on the closing date by which the Tenders are to be returned.

### 6.6 Discrepancies between Documents

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, 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.

### 6.7 Formatting of Tenders / Amending Tender Documents

Tenderers **must** ensure they use the **Tender Response Document (TRD)** when preparing their submission.

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

### 6.8 Collusive Tendering

If any tendering party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such tendering party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

### 6.9 Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

### 6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or

substance of the tender shall be sought, offered, or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

### 6.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

### 6.12 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

The Contracting Authority reserves the right, but is not obliged, to disqualify any tenderer that makes any change to its composition after submission of a tender.

### 6.13 Interference and Inducement to Purchase

Any effort by the 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 Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

### 6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

### 6.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation

to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

### 6.16 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The Request for Tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

### 6.17 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of Award of Contract
- Letter of Regret
- Decision not to proceed with the Award of Contract

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderers being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers (‘standstill period’).

### 6.18 Award Notices

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

### 6.19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

### 6.20 Copyright

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

### 6.21 Brand Names, etc.

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

### 6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

### 6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

### 6.24 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

### 6.25 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

### 6.26 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

### 6.27 Accessibility / Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

### 6.28 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

### 6.29 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

### 6.30 Late Payment

The Contracting Authority operates in accordance with Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

### 6.31 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 ("General Data Protection Regulation" (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any guidelines and codes of

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

The Contracting Authority will be a Controller (where 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 Request for Tender.

The tenderer, as Controller in respect of any Personal Data provided by it in its tender, is required to confirm by way of statement in the "Declarations" section of the accompanying Tender Response Document 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 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.

### 6.32 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer's sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise as a result of the withdrawal of the United Kingdom from membership of the EU.

To provide Fair Working Conditions in line with national labour laws and fair wage practices, where applicable promoting ethical employment and worker wellbeing.

# 7 Appendix A – Detailed Specification

## Background:

Bord Bia's Strategic Insight and Industry Capability Team is dedicated to championing the consumer and trade customer and delivering world class insight for the food and drink industry. Bord Bia also has a network of overseas offices, which help Irish exporters develop new and existing markets around the world. Meat exports are a key focus of our work and make up a large proportion of our food and drink exports.

The Meat Shopper Monitor (formerly European Meat Shopper Insights) is a quantitative study which tracks shopper behaviour and attitudes around the meat category monthly in seven European markets: Ireland, UK, Germany, Italy, Belgium, Netherlands, and Sweden. Reporting takes place on a quarterly basis. The Meat Shopper Monitor has been identified as a key tool to support the meat sector in terms of understanding consumer trends and the consumer behaviour driving those trends. It helps Bord Bia identify and develop market opportunities with retailers based on market relevant consumer insights. It also helps strengthen our thought leadership position among customers by providing meat insights in several European markets.

Meanwhile, the Beef Brand Health Check is an annual quantitative study which tracks progress made on the brand health of Irish beef, explores drivers of preference for Irish beef and evaluates the impact of our B2C beef campaign activity. The insight from this research has helped to inform our marketing campaigns and track our KPIs. The following four markets were covered in 2026: UK, Netherlands, Belgium and Italy.

We are now looking to merge key aspects of Meat Shopper Monitor and Beef Brand Health Check to streamline our insights on beef. Furthermore, we want to be able to link the beef category to Irish beef performance which was previously a challenge for these two separate projects. Therefore, the focus of this optimised research programme will be beef specifically. This does not mean that other proteins will not be covered, but the structure should be refined to focus mostly on beef. Although we are merging aspects of Meat Shopper Monitor and Beef Brand Health Check, the name will remain 'Meat Shopper Monitor' to ensure the study remains identifiable as relevant to other proteins. For the remainder of this document, we will refer to this research programme as Meat Shopper Monitor 2.0.

Our ambition is to use Meat Shopper Monitor 2.0 as a calling card for Bord Bia and the Irish food industry at large when working with retailers around Europe and, in turn, help drive the growth of Irish beef exports. We want this research to continue to inform Bord Bia's Irish beef marketing campaigns as well as being the go-to for industry when looking for European beef shopper intelligence. It should support our clients and Bord Bia in their position as category experts.

## Research Objectives:

**The key objectives of this research programme are as follows:**

- Monitor consideration and purchasing behavior across proteins with a specific focus on beef to ensure Bord Bia and our clients stay ahead of changing consumer behaviour.
- Explore consumer attitudes, preferences and behaviour related to beef to support category expertise across Bord Bia and our clients.
- Track performance of Irish beef within the context of other beef origins to help guide marketing communications and assist in buyer conversations.
- Provide strategic and actionable recommendations to identify growth opportunities for Irish beef.
- Streamline the programme deliverables to increase efficiency and usability of insights within Bord Bia.

**To address objectives 1-3, we are looking for the following within this research programme:**

**Always On Core Protein Tracking Module:** We are looking for an ongoing monitor of consideration and purchasing behaviour across proteins so that we can identify shifts in these areas throughout the year.

Key areas of interest:

- Consideration of proteins*
- Protein purchasing behaviour*

*Proteins to be included: Beef, Chicken, Pork, Turkey, Lamb, Fish, Shellfish, Duck, Meat alternatives

**Always On Beef Tracking Module:** We are looking for an ongoing monitor of several key topics that are specific to beef so that we can identify shifts in these areas throughout the year.

Key areas of interest:

- Reasons for/against consideration of beef
- Drivers and barriers to purchasing beef
- Future beef consumption intention
- Spontaneous and prompted awareness of Irish beef

**Bi-Annual Beef Deep Dive Module:** We are also looking for bi-annual monitoring of several topics specific to beef so that we can identify shifts in these areas twice per year:

Key areas of interest:

- Beef cuts purchased on the last occasion
- Retailer beef associations (localised)
- Attitudes towards beef
- Change in beef consumption at home and out of home in past 12 months
- Drivers of out of home beef consumption

**Annual Meat Shopper Deep-Dive Module:** We want to include a module related to broader topics from Meat Shopper Monitor once a year.

Potential areas of interest: **

- Reasons for purchasing different proteins
- Change in consumption of proteins in the past 12 months
- Reasons to cut back or stop consuming beef
- Change in meal preparation in the past 12 months
- Influential aspects on what to cook/buy when shopping for a main meal
- Frequency household uses cooking tools (e.g. air fryer)
- Typical method of preparation of proteins purchased for main meals on last occasion
- Store(s) where beef purchased on the last occasion
- Location(s) where beef was bought on the last occasion

**Module topics will be tailored to needs identified before the relevant quarter's fieldwork, so flexibility will be required. More details will be discussed with the winning agency. The above is a guideline of requirements, but we are aware they may not all fit within the timings

**Annual Irish Beef Brand Health Module**: We want to include a module specific to topics from the Beef Brand Health Check once a year, this will sit in a separate quarter to the annual meat shopper deep-dive module.

Areas of interest to include but are not limited to:

- Brand funnel metrics for Irish beef
- Spontaneous association with Irish Beef
- Drivers and barriers of purchase of Irish beef
- Brand image vs other origins
- Message testing

**Flexible ad hoc module:** From time to time there may be a need to add in a couple of questions around ad-hoc topics within the markets. Please provide the inclusion of a flexible module as an additional cost option. This does not need to be included in the final quote.

**Objective 4: Provide strategic and actionable recommendations to identify growth opportunities for Irish beef**

We are seeking to establish a long-term strategic research partnership that supports Bord Bia and the meat sector in identifying growth opportunities for Irish beef and how best to communicate our offering to consumers. To achieve this, the research agency will need to look beyond the primary research and work with other sources to help bring the insights to life, this will include but is not limited to:

- Looking to other available sources to provide market context.
- Connecting the insights from the programme with retail/category/market data where possible.
- Online store images, retail advertising, product examples, packaging examples or other such examples to bring the findings to life.

Through the integration of multiple sources, this research programme should deliver a holistic and comprehensive view of the beef category. Previous relevant Bord Bia research in the area will be available to the winning agency. The successful agency will have access to other secondary research through the Bord Bia library, our network of industry databases

and the potential opportunity to collaborate with our local Bord Bia offices. It is important for agencies to show past examples of how they have integrated external insights and data into primary research programmes.

**Objective 5: Streamline the programme outputs to increase efficiency and usability of insights within Bord Bia**

One of the challenges we faced having both the Meat Shopper Monitor and Beef Brand Health Check was the volume of reports relating to beef these studies created. As part of this research programme, we want to streamline the approach to reporting and include a dashboard to make the dissemination of data as efficient and easy as possible within Bord Bia. Please find more details about our proposed approach to deliverables in the 'deliverables' section below. However, we welcome suggestions on the best way to approach this. This objective is fundamental to the success of the research programme.

## Methodology and Approach:

We have provided a guide below on how we can see these objectives being met but we are open to other innovative ways to carry out this research programme, even if this means taking a different approach to what we have outlined, once the objectives are met.

**Methodology:**

- We foresee this research programme continuing to be based on an online questionnaire.
- **Target Group & Sampling:** We currently interview n=500 grocery shoppers aged 18+ per market monthly for Meat Shopper Monitor. Ideally, we would like to continue with this approach for Meat Shopper Monitor 2.0 but update the sampling approach to 'always on' across each month. Please provide cost options for varying sample sizes.
- **Market Scope**: Ireland, UK, Germany, Italy, Netherlands, Belgium, Sweden. Agencies should detail the approach to panel generation/management for relevant markets. Using a standardised approach across markets, we seek to understand the beef shopper at a total European level and on a market level. As markets develop, the market's included in this study may change, however for now please provide costs based on the above.
- Where possible, we want to continue tracking key metrics from Meat Shopper Monitor and Beef Brand Health Check, particularly in the always on modules, please advise on how you would go about doing this.

**Approach:**

We have provided an approximate breakdown of timings for each of the modules below.

**Baseline questionnaire throughout the year:**

- Always On Core Protein Module (5 minutes)
- Always On Beef Module (5 minutes)

**Two extended quarters:**

- Bi-Annual Beef Deep Dive Module (5 minutes)
- Annual Meat Shopper Deep Dive Module (10 minutes)
  **OR**
- Annual Irish Beef Brand Health Module (10 minutes)

**Optional add-on:**

- Flexible ad hoc module (To be determined)

Therefore, this could potentially look like two quarters with a 10-minute questionnaire with the remaining two quarters extending to approx. 25 minutes to capture the additional modules. However, we are open to variation with these timings and this approach to best meet the objectives within the budget provided.

**Deliverables**

**Reports***:**

The chosen agency will be expected to deliver an all-market report quarterly while individual market reports will be expected twice per year. This would result in:

- Two quarters with one all-market report. This would coincide with the 10-minute questionnaires for these two quarters.
- Two quarters with 8 reports (i.e. one all-market report along with seven market reports). This would coincide with the two quarters with deep dives.

These reports should be delivered in PowerPoint and should focus on strategic recommendations based on the insight that was captured in the previous quarter.

All outputs must be prepared to meet EU accessibility standards and be included in proposed costs.

These reports should be delivered by the end of the quarter after the data was collected (e.g. Q2 data reported at end of Q3)

**Dashboard:**

- A customised dashboard holding all of the data captured throughout the year.
- This dashboard will need to be updated after each quarter.
- The dashboard will need to be user friendly, allowing the team to login and look at the data by a defined set of filters.
- From time to time, we may require the partner agencies assistance with ad hoc requests.
- Please provide a cost option where market reports can be downloaded directly from the dashboard. This would replace the option of the agency having to deliver 8 PowerPoint reports bi-annually. Please provide detail on any limitations with this, including accessibility standards being met.

**Data, Methodology and Reproducibility Deliverables**

The successful agency will be required to provide all data and supporting documentation necessary for Bord Bia to interpret, validate and independently reproduce the analysis and results presented in the reports. These materials must be supplied alongside the reports, tables, charts and graphs.

- **Raw data:** Complete, record-level source data collected or obtained for the research programme, provided in its original or least-processed form, subject to applicable data protection, confidentiality, consent and licensing requirements.
- **Processed analytical data:** The final analysis-ready dataset used to produce the reported findings, including any derived variables, calculated fields, weights, classifications and exclusions.
- **Data dictionary:** A comprehensive description of every field and coded value, including variable names, definitions, data types, units, permitted values, missing-value conventions, source, derivation rules and relevant validation constraints.
- **Technical methodology document:** A clear account of the end-to-end analytical process, including data collection and extraction, sampling, data quality checks, cleaning, validation, deduplication, treatment of missing values and outliers, transformations, normalisation or standardisation, weighting, assumptions, exclusions, statistical methods, models and algorithms.
- **Reproducibility materials:** All scripts, formulas, queries, configuration files, model specifications and step-by-step instructions required to recreate the analytical dataset, tables, figures and key reported results from the delivered data. Software names, versions, packages, libraries, parameters, random seeds and dependencies must be documented.
- **Results mapping:** A clear mapping between the delivered data and analytical outputs and the corresponding tables, figures and findings in the final report.

Deliverables should be provided in open, machine-readable and non-proprietary formats wherever practicable. Any proprietary tools, licensed data, third-party intellectual property or access restrictions that could prevent Bord Bia from reproducing the analysis must be identified in the tender response, together with proposed alternatives or access arrangements. Personal or confidential data must be transferred securely and anonymised so that individuals cannot be identified. Where multiple datasets or tables need to be linked, a consistent anonymous unique identifier should be retained to enable linkage without revealing personal identities.

***Previous Meat Shopper Monitor and Beef Brand Health Check reports will be shared with the winning agency for reference.

## Requirements

Agencies are required to set out their approach detailing method, timings, budget and relevant experience.

We expect a full breakdown of costs and cost options provided. The contract value should cover all five objectives of this research programme, however there is no guarantee that the budget will remain the same each year and that this full budget is guaranteed. Please provide the most cost-effective option to run this research programme.

We will require engaging, directive and impactful outputs that are both clear and insightful and are ready to present to industry. Any creative solutions that you can provide to bring the data to life in an engaging way should be included in your proposal. The reports must be comprehensive but easy to navigate and make good use of data visualisation and imagery. It is vital that the content from this research is engaging for insight professionals as well as non-insight professionals and can be utilised freely in day-to-day work. The reports should make clear what the findings mean in practice (e.g. What opportunities do they uncover for Irish beef, what do they mean for the markets/our clients/our customers) and deliver industry-ready commercially actionable insights.

Each report should include a short executive summary at the front of the deck. Prior to delivery of the final reports, a debrief will be required for each report with Bord Bia staff where the initial report is discussed and any builds suggested integrated into the final report.

The dashboard will need to have multiple logins for internal use and include onboarding for Bord Bia staff from the agency.

The tender should:

- Demonstrate your track record of researching similar projects
- Present in detail your research approach
- Provide detail on your strategic capabilities and how these will be applied to this project
- Present timelines including deliverables and client input requirements
- Present a clear, step by step breakdown of costs for the project for all stages of the research. Please provide a variety of cost options.
- Outline the Account team and relevant experience
- Demonstrate the ability to bring the research to life in a stimulating, inspiring, visual and informative way
- Provide details on the development, usage and past experience with your proposed dashboard and answer the following questions where applicable:
  1) Where will the data reside (i.e. where will the data be located)?
  2) What system will the dashboard be built on?
  3) Will multi-factor authentication (MFA) be available and turned on to access the dashboard?
  4) How many logins will be included with the dashboard?

**Important to Note**

- **All outputs must be prepared to meet EU accessibility standards and be included in proposed costs if required.**
- **In general, all data collected during this project will be owned by Bord Bia.**

## 8 Template: Appendix B – Contract Terms & Conditions

BORD BIA
IRISH FOOD BOARD

**Service Agreement**

**between**

**BORD BIA**

**and**

**XXXXXXXXXXXXXX XXXXXXXXXX**

**relating to**

**THE PROVISION OF**

**…… SERVICES**

**BORD BIA SERVICE AGREEMENT FOR THE SUPPLY OF**

**[ ]**

**THIS SERVICES AGREEMENT** is made on _____.

(a)

a. An Bord Bia of 140 Pembroke Road, Ballsbridge, Dublin 4 ("**Bord Bia**"); and

b. The supplier whose details are listed in Schedule 1 (the "**Supplier**").

Together the "**Parties**" and each a "**Party**".

BACKGROUND:

1. The Supplier is in the business of providing [DESCRIBE SERVICES].

2. Bord Bia agrees to obtain, and the Supplier agrees to provide such services in the Territory on the terms set out in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

## 1. INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the following meanings, unless the context otherwise requires:

"**Agreement**" means this agreement and all Schedules hereto;

"**Bord Bia Equipment**" means any equipment, including tools, systems, cabling or facilities, provided by Bord Bia, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in Schedule 2.

"**Bord Bia Materials**" means all documents, information, items and materials in any form (whether owned by Bord Bia or a third party), which are provided by Bord Bia to the Supplier in connection with the Services, including the items provided pursuant to Clause 5.1.3.

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday in Ireland, when banks in Dublin are open for business.

"**Business Hours**" means the period from 9.00 am to 5.00 pm on any Business Day.

"**Charges**" means the sums payable for the Services, as set out in Schedule 3.

"**Data Protection Legislation**" means all applicable laws and regulations relating to the processing of personal data and privacy including the Data Protection Act 2018,

the General Data Protection Regulation 2016/679 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated and the terms “data controller”, “data processor”, “process” and “personal data” shall have the meanings given to those terms in such data protection laws and regulations;

“**Deliverables**” means any outputs of the Services and any other documents, products and materials provided by the Supplier to Bord Bia as specified in Schedule 2 and any other documents, products and materials provided by the Supplier to Bord Bia in relation to the Services (excluding the Supplier's Equipment).

“**Purchase Order**” shall mean a purchase order duly authorised and delivered by Bord Bia to the Supplier in respect of the supply of Services.

“**Service Agreement**” shall mean a written agreement relating to the level of services and such other matters as Bord Bia may require to be entered into between the Supplier and Bord Bia pursuant to an acceptance of tender or other written agreement between the Supplier and Bord Bia.

“**Services**” means the services set out in Schedule 2, including services which are incidental or ancillary to such services.

“**Supplier's Equipment**” means any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to Bord Bia and used directly or indirectly in the supply of the Services, including any such items specified in Schedule 2.

“**Tender Documents**” shall include the following:

(a) any request for proposal or invitation to tender for the provision of goods and services made by Bord Bia to the Supplier.
(b) any tender or other response to such request for proposal or invitation to tender, as clarified or amplified in writing between Bord Bia and the Supplier prior to written acceptance by Bord Bia thereof.
(c) additional tender documents including specifications, price schedules, European Single Procurement Document.
(d) written acceptance by Bord Bia of any tender or proposal set out in (a), (b) or (c).
(e) any Service Agreement entered into pursuant to the tender or proposal between the Supplier and Bord Bia.
(f) this Agreement; and
(g) any other agreement expressed to be referable to any of the foregoing documents and executed by and on behalf of Bord Bia and the Supplier; and

“**Territory**” means any jurisdiction where the Services will be or may be provided.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 This Agreement shall be binding on, and inure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.7 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time**.**

1.8 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.9 A reference to writing or written includes fax and email.

1.10 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.11 A reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied from time to time.

1.12 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

## 2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence from the date above and shall continue, unless terminated earlier in accordance with Clause 15 (Termination), for such term as may be provided for in the Tender Documents but in any event not exceeding 12 months (the "**Initial Term**"). Bord Bia shall have the option to extend the term of the Agreement on one or more occasions for an aggregate period not exceeding 24 months and shall notify the Supplier of its decision to extend at least one month before the end of the Initial Term or the then-current extension period, as applicable. During any such extension, the terms and conditions of this Agreement shall continue to apply. The Agreement shall not continue beyond such further 24-month period without the express written agreement of the Parties. For the avoidance of doubt, Bord Bia makes no representation that there shall be any such continuation or extension, and the Supplier acknowledges that it has no expectation in respect of any such renewal or extension.

2.2 Where this Agreement is extended pursuant to Clause 2.1, the Charges shall remain as set out in Schedule 3 during any such extension, unless otherwise agreed in writing

between the Parties. Neither Party shall be obliged to agree to any variation in Charges as a condition of extension.

## 3. APPLICABILITY AND LAW

3.1 The terms and conditions set out in this Agreement shall apply to the Agreement between Bord Bia and the Supplier and shall not be deemed to be amended or excluded in whole or part save by written agreement duly executed by the Supplier and Bord Bia and making express provision for such amendment or exclusion. Any rights or remedies of Bord Bia otherwise or elsewhere provided for in the Tender Documents shall be deemed to be in addition to and not to limit the rights and entitlements of Bord Bia pursuant to this Agreement. Any terms or conditions of the Supplier whether contained in quotations, invoices or otherwise, conflicting with or purporting to amend or exclude these conditions shall be deemed not to apply.

3.2 This Agreement shall be governed and construed in accordance with the laws of Ireland and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Ireland.

3.3 The Supplier acknowledges that Bord Bia is subject to the Freedom of Information Act 2014 ("**FOI Act**") and agrees that Bord Bia may be required to disclose information relating to this Agreement and the Supplier upon request, in accordance with the FOI Act. The Supplier shall specifically identify to Bord Bia any information it reasonably considers commercially sensitive and the reasons why, however Bord Bia shall make its own determination as to disclosure and shall have no liability to the Supplier for disclosures made in compliance with the FOI Act.

3.4 The Supplier acknowledges that Bord Bia may publish details of this Agreement (including the Supplier's name, the nature of the services and amounts payable) to meet transparency obligations applicable to public sector bodies.

3.5 Nothing in this Agreement shall operate to fetter or restrict Bord Bia in the performance of any statutory functions or legal obligations.

## 4. SUPPLIER RESPONSIBILITIES AS INDEPENDENT CONTRACTOR

4.1 For the purposes of the Agreement and otherwise, the Supplier is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of Bord Bia. The Supplier shall not and shall procure that none of the aforementioned persons shall, hold themselves out as such.

4.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

4.3 The Supplier shall:

4.3.1 in the exercise of its duties under the Agreement exercise all the skill, care and diligence to be expected of an appropriately qualified and competent person experienced in carrying out Services of a similar scope, purpose, size and complexity as those to be provided by the Supplier under the Agreement.

4.3.2 in the discharge of its duties under the Agreement ensure that all Services shall be provided only by the personnel from time to time nominated to and agreed with Bord Bia; provided that Bord Bia will not at any time unreasonably withhold its approval in respect of the use of any particular personnel previously approved by it.

4.3.3 during the term of the Agreement, perform the Services and shall take all appropriate steps having regard to its obligations under the Agreement to ensure that all matters are dealt with to ensure delivery to Bord Bia of the Services as provided for in the Agreement and ultimately to achieve the timely, efficient and economic performance of the Services in a manner and to the standards and within the time stipulated in the Agreement;

4.3.4 provide the Services and the Deliverables in accordance with Schedule 2 and ensure that the Services and Deliverables will conform in all respects with Schedule 2 and that the Deliverables shall be fit for any purpose expressly made known to the Supplier by Bord Bia.

4.3.5 ensure that the Deliverables, and all goods, materials, standards, and techniques used in providing the Services are of satisfactory quality, fit for their intended purpose and are free from defects in workmanship, installation and design.

4.3.6 co-operate with Bord Bia on all matters relating to the Services and comply with Bord Bia's instructions.

4.3.7 comply with all relevant standards and codes (including inter alia voluntary codes) and all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental or other applicable authority having jurisdiction (hereafter "**Laws**") in its performance of the Services hereunder and without prejudice to the generality of the foregoing shall ensure that the production, creation and transmission of all materials supplied or generated pursuant to the Agreement shall be designed and implemented in strict compliance with those standards, codes and Laws and shall obtain and pay for, at its own cost, all licences and permits necessary for the performance of the Services under the Agreement;

4.3.8 Before the date on which the Services are to start, obtain and at all times, maintain during the term of this Agreement, all necessary licences and consents and comply with all Applicable Laws in relation to:

(a) the Services; and

(b) the installation and use of the Supplier's Equipment.

4.3.9 Observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of Bord Bia's premises from time to time. Bord Bia reserves the right to refuse any of the Supplier's personnel involved in the provision of the Services access to Bord Bia's premises, which shall only be given to the extent necessary for the performance of the Services.

4.3.10 hold all Bord Bia Materials in safe custody at its own risk and maintain the Bord Bia Materials in good condition until returned to Bord Bia and not dispose of or use the Bord Bia Materials other than in accordance with Bord Bia's written instructions or authorisations.

4.3.11 take good care of any of Bord Bia Equipment provided by Bord Bia.

4.3.12 not do or omit to do anything which may cause Bord Bia to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

4.3.13 notify Bord Bia in writing immediately upon the occurrence of a change of control of the Supplier; and

4.3.14 [ANY OTHER OBLIGATIONS SPECIFIC TO THE CONTRACT].

4.4 Time is of the essence in relation to any performance dates for the Supplier. If the Supplier fails to meet the relevant deadlines, then (without prejudice to Bord Bia's right to terminate this Agreement and any other rights it may have), Bord Bia may:

4.4.1 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

4.4.2 purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;

4.4.3 hold the Supplier accountable for any loss and additional cost incurred; and

4.4.4 have any sums previously paid by Bord Bia to the Supplier in respect of the affected Services refunded by the Supplier.

4.5 Neither the Supplier nor any of its personnel will be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of Bord Bia.

## 5. BORD BIA OBLIGATIONS

5.1 Bord Bia shall:

5.1.1 co-operate with the Supplier in all matters relating to the Services;

5.1.2 provide access to Bord Bia's premises and data and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with Bord Bia in writing in advance, for the purposes of the Services;

5.1.3 provide to the Supplier all documents, information, items and materials required under Schedule 2;

5.1.4 endeavour to provide Bord Bia Equipment to the Supplier by the dates specified and, in the manner, prescribed in Schedule 2;

5.1.5 inform the Supplier of all health and safety and security requirements that apply at any of Bord Bia's premises which the Supplier will require access to; and

5.1.6 [ANY OTHER OBLIGATIONS SPECIFIC TO THE CONTRACT].

## 6. PROJECT MANAGEMENT TEAM

6.1 A project management team may at the option of Bord Bia be set up comprising of nominated personnel from Bord Bia, and representatives from the Supplier (the "**Project Management Team**"). The Project Management Team will monitor the ongoing workings of the Agreement with a view to solving any problems encountered.

## 7. INVOICING

7.1 Unless otherwise stated in the Purchase Order(s), the Supplier shall submit itemised monthly invoices and such supporting documentation as Bord Bia shall reasonably require during each month in respect of the Services and Deliverables provided during the previous month. Invoices must be forwarded to the address specified and must clearly reflect the Purchase Order(s), or Bord Bia will have no obligation to pay them.

7.2 Unless otherwise stated in the Purchase Order, invoices will be processed and paid under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2002 from the date of receipt of the Services or date of receipt of an invoice for payment whichever is the later, providing that the invoices are correct and include all required supporting documentation.

7.3 Value Added Tax, where applicable, shall be shown separately on all invoices. Unless otherwise stated in the Purchase Order, the invoice price shall be deemed to include all taxes (other than VAT), levies and duties of every kind and, where applicable, all packing, carriage, freight and insurance.

## 8. PAYMENT AND CHARGES

8.1 In consideration of the provision of Services in accordance with the Agreement, Bord Bia shall pay the Supplier the Charges set out in Schedule 3 and referred to in the relevant Purchase Order.

8.2 The Supplier shall notify Bord Bia of and pass on to Bord Bia, by way of reduced charges, the benefit of any cost savings to the Supplier resulting from discounts, commissions, technology, raw material costs, process changes, or material decreases of cost to the Supplier of Services provided hereunder.

8.3 Bord Bia reserves and shall have the right to deduct from or offset against any monies due or becoming due to the Supplier in respect of the Agreement any monies due from the Supplier on any account or for any reason howsoever arising.

8.4 Where the Charges are calculated on a time and materials basis:

8.4.1 the Supplier's daily fee rates for each individual person as set out in Schedule 3 are calculated on the basis of an eight-hour day, worked during Business Hours.

8.4.2 the Supplier shall not be entitled to charge on a pro rata basis for part days worked by the Supplier's team during Business Hours, unless it has Bord Bia's prior written consent to do so.

8.4.3 the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual on its invoices.

## 9. WARRANTIES

9.1 The Supplier hereby warrants that it has power to enter into and to implement the Agreement and that it has obtained all necessary approvals to do so.

9.2 The Supplier hereby warrants that any Deliverables supplied to Bord Bia will on delivery have good absolute title and be free from encumbrance or other third party right or entitlement.

9.3 The Supplier shall assign to Bord Bia all benefits of any manufacturer's, subcontractors or other third-party warranty or guarantee which may apply to any Deliverables supplied.

9.4 The Supplier warrants that it, and any person through or by whom the Supplier's obligations hereunder are performed, has all the skill, care, and diligence to be expected of an appropriately qualified and competent person experienced in carrying out services of a similar scope, purpose, size and complexity to those to be performed and provided by the Supplier under the Agreement.

9.5 The Supplier warrants that it and any of its personnel (including any third-party contractor) involved in providing the Services are suitably qualified to provide the Services and will provide the Services at all times in accordance with the Service Agreement and the Tender Documents and that no material claims relevant to the subject matter of this Agreement are threatened or pending against the Supplier or any of its key personnel involved in providing the Services.

9.6 The Supplier shall notify Bord Bia in the event of any fact or omission or change of circumstances which would make any of the warranties contained in this Clause 9 incorrect or incomplete.

9.7 The warranties herein provided are in addition to any warranties implied by law or covenants or conditions as to quality fitness for purpose or merchantability.

## 10. INTELLECTUAL PROPERTY INDEMNITY

10.1 If notified in writing of any action or claim brought against Bord Bia or to which Bord Bia is made a Party based upon a claim that the Services or Deliverables provided by the Supplier infringes any patent, trade mark, copyright, goodwill, covenant or other intellectual or other property right, the Supplier will on demand from time to time by Bord Bia pay any costs and damages awarded against Bord Bia or reasonably agreed to be paid in good faith by Bord Bia by way of settlement of any such action or claim and any costs or expenses incurred by Bord Bia in connection with the action or claim (including without limitation of the foregoing, legal and other expert fees).

10.2 If as a result of such action or claim Bord Bia is prohibited from using or otherwise is unable lawfully to use or benefit as intended from any Services or Deliverables the

subject of the Agreement or if such an action or claim is likely to be made or is initiated and without prejudice to any other right or remedy of Bord Bia, the Supplier will either at the option of Bord Bia procure for Bord Bia the right to continue to use and benefit of the Services and Deliverables in accordance with the Agreement, or replace or modify the infringing Services and Deliverables (without detracting from the overall performance of the Services) so that it becomes non-infringing or, replace the Services and Deliverables in their entirety with non-infringing Services or Deliverables of comparable quality, serviceability and capability at no cost to Bord Bia in respect of any of these remedies. The Supplier shall indemnify Bord Bia against any loss of use or benefit during, and any loss, damage, cost or expense in relation to, such modification or replacement.

10.3 Without prejudice to the foregoing the Supplier agrees and warrants that it has not and will not in the production or supply of Services or Deliverables to be provided and supplied under the Agreement at any time infringe the intellectual or other property rights of any third party.

## 11. INDEMNITY AND INSURANCE

11.1 The Supplier shall indemnify and keep indemnified Bord Bia against all losses, claims, damages, costs and expenses (including legal costs) arising out of or in connection with:

(a) injury to, illness or death of any person, or loss of or damage to any property, to the extent arising from any negligent act, omission or default of the Supplier, its employees, agents or subcontractors in the performance of the Services;

(b) any breach by the Supplier of its obligations under this Agreement;

(c) any failure by the Supplier to comply with applicable laws (including Data Protection Legislation and tax legislation) in the performance of the Services; and

(d) any infringement or alleged infringement of the intellectual property rights of any third party arising from the Supplier's performance of the Services or the Deliverables.

11.2 Without prejudice to the foregoing, the Supplier shall maintain in force and provide Bord Bia within two weeks of the execution of this Agreement with evidence that it has arranged the following types and levels of insurances:

| **Type of Insurance** | **Indemnity Limit** |
|---|---|
| Employer's Liability | €13,000,000 per insurance year, for any one claim or series of claims arising out of a single occurrence. |
| Public Liability | €6,500,000 per insurance year, for any one claim or series of claims arising out of a single occurrence. |
| Professional Indemnity | €1,300,000 for any one claim or series of claims (excluding defence costs) arising out of a single occurrence |
| Product Liability (where applicable) | €1,300,000 for any one claim or series of claims arising out of a single occurrence |

11.3 The indemnities in Clause 11.1 shall be reduced proportionately to the extent that any loss is caused or contributed to by the negligence or wilful misconduct of Bord Bia, its employees or agents.

## 12. LIMITATION OF LIABILITY

12.1 In no event will Bord Bia and their nominee, be liable to the Supplier for:

12.1.1 indirect or consequential damages.

12.1.2 damages for loss of profits arising out of or in connection with the Agreement.

12.2 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

12.2.1 death or personal injury caused by negligence.

12.2.2 fraud or fraudulent misrepresentation.

12.3 Subject to Clause 12.2, Bord Bia's total liability to the Supplier in connection with this Agreement shall not exceed € [INSERT APPROPRIATE AMOUNT].

12.4 Subject to Clauses 12.2 and 12.5, the Supplier's total aggregate liability under or in connection with this Agreement shall not exceed [an amount equal to three times the total Charges paid or payable under this Agreement] [or € [INSERT AMOUNT]].

12.5 The cap in clause 12.4 shall not apply to any liability arising under Clause 10 (Intellectual Property Indemnity), Clause 11.1(a) Clause 13 (personal injury/death/property damage) or Clause 29 (Data Protection).

## 13. CONFIDENTIALITY

13.1 Bord Bia shall hold in confidence and shall not publish or cause to be published or communicate to any third party any commercially sensitive or valuable information which the Supplier has reasonably and properly notified Bord Bia are to be regarded as confidential about any of the Supplier's established systems, procedures and like matters used or intended to be used in the performance of the Agreement and in general use by the Supplier other than those developed specifically for the purposes of the Agreement save as may be required by law or to defend the interests of Bord Bia. The Supplier acknowledges that Bord Bia may be legally required to disclose information notwithstanding the marking of confidentiality.

13.2 The Supplier agrees to hold in confidence and will at all times keep secret the affairs and concerns of Bord Bia, and its respective transactions in business with each of its customers and the nature and particulars of the accounts of such customers and any other information of a confidential nature relating to the business or operations of Bord Bia, its employees or office holders, or its customers and will ensure that its employees, agents and sub-contractors comply with this undertaking. The Supplier indemnifies

Bord Bia from and against all actions, proceedings, claims and demands which may be brought or made against Bord Bia and all losses, costs, charges, damages and expenses which Bord Bia may incur or sustain or for which Bord Bia may become liable by reason of any breach by the Supplier of this undertaking.

13.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13.4 Confidential information will only be revealed by the Supplier to those employees, agents or contractors who need to know such information for the carrying out of the supply of Services hereunder or as may be required by law.

**14. USE OF MATERIAL**

Under no circumstances may any Bord Bia Material or Bord Bia Equipment pertaining to the Agreement or any other material the property of or under the control of Bord Bia be used for any purpose without the express agreement in writing of Bord Bia.

**15. TERMINATION**

15.1 Without prejudice to any other remedies, either Party may immediately terminate the Agreement at any time by giving notice in writing to the other:

15.1.1 if the other Party fails to fulfil or comply with any of its obligations hereunder and, where such failure is remediable, fails to remedy such failure within 14 days' of notice in writing (or such longer period as the Party giving notice may grant);

15.1.2 if the other Party ceases to carry on business in the normal course, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction, or compounds with its creditors generally or has a receiver or manager appointed over all or any of its assets, or an examiner is appointed to the Supplier or the Supplier is the subject of any other process in any jurisdiction equivalent to any of the foregoing processes;

15.1.3 in the event of any material change in the control or ownership or ultimate control or ownership of the Supplier without the prior consent in writing of Bord Bia.

15.2 Without prejudice to any other rights, Bord Bia may terminate the Agreement at any time and for any or no reason upon giving to the Supplier at least thirty days' written notice. In such event, Bord Bia shall pay the Supplier for Services properly performed and Deliverables delivered in accordance with this Agreement up to the effective date of termination, less any sums previously paid and any amounts due from the Supplier to Bord Bia.

15.3 Without prejudice to any other rights, Bord Bia may terminate this Agreement with immediate effect if the Supplier breaches any of its obligations of confidentiality and/or data protection whether set out in this Agreement or in law, or in the event of any dishonesty, incompetence, misconduct, or wilful neglect by the Supplier in the performance of its Services.

15.4 Termination by Bord Bia shall be without prejudice to any rights Bord Bia may have arising from the Agreement or any prior breach hereof, and to any provision of the Agreement which, expressly or by implication has effect after termination and it shall not affect the coming into force or continuation in force of any provision contained in the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. Without prejudice to the generality of the foregoing the following clauses shall survive termination of the Agreement:

15.4.1 Clause 3 (Applicability and Law)

15.4.2 Clause 9 (Warranties)

15.4.3 Clause 10 (Intellectual Property Indemnity)

15.4.4 Clause 11 (Indemnity and Insurance)

15.4.5 Clause 13 (Confidentiality)

15.4.6 Clause 0 (Use of Material)

15.4.7 Clause 15.4 (Continuance in Force)

15.4.8 Clause 20 (Inspection and Testing)

15.4.9 Clause 22 (Intellectual Property)

15.4.10 Clause 29 (Data Protection)

15.5 For the avoidance of doubt, if the Agreement is terminated, without prejudice to any other provision, the Supplier shall not be entitled to payment for any costs incurred or services supplied after the effective date of termination. Neither shall Bord Bia be held liable for loss, expense, or damages whether of the Supplier, or any other person howsoever arising on account of such termination.

15.6 On termination or expiry of this Agreement the Supplier shall immediately deliver to Bord Bia all Deliverables whether or not then complete, and return all of the Bord Bia Materials, the Bord Bia Equipment and any copies of the aforementioned materials including materials saved on a backup drive. If the Supplier fails to do so, then Bord Bia may by giving two Business Days' notice, enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for the safe keeping of all Deliverables, Bord Bia Materials and Bord Bia Equipment in its possession and will not use them for any purpose not connected with this Agreement.

## 16. FORCE MAJEURE

16.1 No delay or failure in performance by either Party hereto shall constitute default hereunder or give rise to any claim for expense, damages or loss if such delay or failure is caused by Force Majeure. Unless otherwise instructed by Bord Bia, the Supplier

shall recommence performance as soon as possible after the Force Majeure has ceased.

16.2 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 16.3 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, epidemic or pandemic, 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. A Force Majeure Event shall not include (a) industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Supplier (or subcontractor or agent) places of business, (b) failure of a supplier or subcontractor to perform, except to the extent such failure itself results from a Force Majeure Event affecting that supplier or subcontractor.

16.3 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:

16.3.1 the nature of the Force Majeure Event,

16.3.2 the anticipated delay in the performance of obligations,

16.3.3 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.

16.4 If any delay or failure in performance, as set out above, persists for fourteen (14) days or more, Bord Bia shall have the right to terminate the Agreement by giving seven (7) days' notice in writing to the Supplier and, for the avoidance of doubt, the provisions of Clauses 15.4 and Clause 15.6 shall apply.

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

## 17. ASSIGNMENT

17.1 The Supplier shall not assign the Agreement or any part thereof without Bord Bia's prior written approval.

17.2 Bord Bia shall have the right to assign any or all of its rights and obligations deriving from the Agreement to any subsidiary company of Bord Bia without the prior consent of Supplier.

## 18. SUB-CONTRACTING

18.1 The Supplier shall not sub-contract all or any part of its obligations under the Agreement (except delivery of materials) without Bord Bia's prior written approval. All sub-contract documents and sub-contractor selection shall be subject to written

approval by Bord Bia prior to award of each sub-contract. No such approval shall create any contractual relationship between Bord Bia and any sub-contractor.

18.2 The Supplier shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.

18.3 The Supplier shall maintain all sub-contract records and documentation, including, without limitation correspondence between the Supplier and its sub-contractors and shall preserve such documents for seven years after termination of the Agreement or such other period as Bord Bia may request. The Supplier shall make such records and documentation available to Bord Bia as part of Bord Bia's rights of audit under the Agreement.

## 19. NOTICES

19.1 Any demand, notice or communication shall be deemed to have been duly served:

19.1.1 delivered by hand, when left at the proper address for service (except that where such delivery is not on a Business Day service shall be deemed to occur on the next following Business Day).

19.1.2 given or made by prepaid post, two Business Days after being posted.

19.1.3 If sent by email, at the time of transmission provided the sender does not receive a delivery failure notification, except that where such transmission is not on a Business Day, service shall be deemed to occur on the next following Business Day.

19.2 Any demand notice or communication shall be made in writing to the recipient at its registered offices or in the case of the Supplier at the address or place of business last known to Bord Bia, or in the case of Bord Bia, 140 Pembroke Road, Ballsbridge, Dublin 4 (or such other address as may be notified in writing from time to time) and shall be marked for the attention of Head of Procurement.

## 20. INSPECTION AND TESTING

The Supplier agrees to allow Bord Bia's authorised representatives to visit its premises and any other location, which is in any way associated with the Agreement, and to supply and make available to Bord Bia all documents, records and information requested by Bord Bia for the purpose of inspection, testing or audit of the implementation by the Supplier of its obligations under the Agreement. Any such inspection or test, or failure to inspect or test, shall not in any way relieve the Supplier from any of its obligations hereunder or imply or constitute an admission or acknowledgement by Bord Bia as to discharge by the Supplier of its obligations under the Agreement. The Supplier will procure that all sub-contractors are similarly obligated and will procure enforcement of those obligations.

## 21. SUPPLY OF INFORMATION

The Supplier shall provide to Bord Bia such information and evidence, as Bord Bia shall reasonably require from time to time concerning the make-up of the Supplier's charges and pricing arrangements.

## 22. INTELLECTUAL PROPERTY

22.1 In this Clause the following words shall have the following meanings:

22.2 "**Intellectual Property Rights**" shall mean copyright, trademarks, service marks, performance rights, design rights, patents and goodwill associated with the foregoing and other similar rights or obligations whether registerable or not in any country (including but not limited to the place of delivery of the goods and services pursuant to the Agreement).

22.3 "**Material**" or "**Materials**" shall mean any document, computer programme, computer file or software, item, deliverable, material, or other work in any medium produced or created or used in provision or performance of the goods and services by the Supplier or any subcontractor of the Supplier under the Agreement.

22.4 "**Agreed Third Party Rights**" shall mean such Intellectual Property Rights of third parties in any Materials as are expressly acknowledged and agreed in writing by the Supplier and Bord Bia as a term of the Agreement and prior to any issue of any relevant Purchase Order as being third party rights and which the Supplier in accordance with the terms of the Agreement shall have advised Bord Bia to acquire and which Bord Bia shall in writing have expressly agreed and authorised the Supplier to acquire.

22.5 Reference herein to "expenses" shall include expenses of any kind including, without limitation of the foregoing, stamp duty.

22.6 Reference herein to Intellectual Property pertaining to the Agreement shall be deemed to be all Materials, information and ideas supplied to or by the Supplier for the purposes of operating the Agreement and all Materials, information, ideas, designs, and concepts by whomsoever supplied or created pursuant to or arising from the performance of the Agreement.

22.7 Ownership of all Intellectual Property supplied by Bord Bia to the Supplier in connection with the Agreement shall remain before, during and after the term of the Agreement with Bord Bia.

22.8 The Supplier warrants and agrees that except in respect of Agreed Third Party Rights, no Intellectual Property Rights shall exist or arise in favour of third parties in respect of any of the Intellectual Property pertaining to the Agreement. The Supplier acknowledges that all Intellectual Property Rights in respect of the Intellectual Property pertaining to the Agreement, save Agreed Third Party Rights and save as may otherwise be specified by Bord Bia in writing, vest or will be procured (not later than delivery of the relevant services in relation to which the Intellectual Property Rights arose) to vest absolutely in Bord Bia without cost to Bord Bia (and Bord Bia shall be indemnified by the Supplier on demand in respect of all costs and expenses arising in connection with such vesting) and that it is the intention of the Parties that all such rights will at all times hereafter and for all purposes be and remain vested in Bord Bia and in the event that any such rights at any time accrue to the Supplier by operation of law or howsoever otherwise the Supplier will at its own expense forthwith on demand do all such acts and things and execute all such documents as Bord Bia may deem necessary to vest such rights absolutely in and without cost to Bord Bia.

22.9 The Supplier agrees to procure and ensure that its employees shall have no title right or interest whether legal or beneficial in any Intellectual Property Rights in Intellectual

Property pertaining to the Agreement. If, in connection with the performance of the Supplier's duties under the Agreement, any of its employees shall develop any material idea, concept or design which shall be capable of patent or registered design protection or any like protection or registration, the Supplier shall forthwith inform Bord Bia in writing. The Supplier shall, and shall procure that its employees shall give Bord Bia all assistance reasonably requested by Bord Bia to obtain transfer and obtain registration of those rights in the name of Bord Bia without cost to Bord Bia and the Supplier shall indemnify Bord Bia on demand in respect of any costs or expenses thereby incurred.

22.10 The Supplier agrees that in respect of third party contractors, the Supplier shall only engage such contractors to do work in connection with the provision or performance of the Services under the Agreement where it is a condition of the contract between the Supplier and the third party that the third party shall have no title right or interest whether legal or beneficial in any Intellectual Property Rights which may arise from the third party's work relating to the performance or provision of the Services the subject of the Agreement or where notwithstanding the foregoing such rights may arise in favour of the third party, the third party shall be obligated to procure (not later than delivery of the relevant Services in relation to which the Intellectual Property Rights arose) that any such rights are assigned to Bord Bia without cost to Bord Bia (and the Supplier shall indemnify Bord Bia on demand in respect of all costs and expenses relating thereto). Furthermore, if such a third party develops any material, idea, concept, or design which is capable of patent or registered design protection or any like protection or registration, the Supplier shall forthwith inform Bord Bia in writing. The Supplier shall procure that such third party shall comply with its contractual obligations with the Supplier.

22.11 The Supplier agrees to keep confidential the existence of and all details of any material, idea, design, or concept which may be capable of registration and shall not disclose same to any third party or, without the prior written consent of Bord Bia, put the material, idea, design or concept into use.

22.12 The Supplier agrees to procure (insofar as it is lawful) an irrevocable waiver in full from its employees, and any third party contractors and their employees in respect of any moral rights within the meaning of the Copyright and Related Rights Act 2000 of Ireland (and any amendments or re-enactments thereto) and any equivalent rights in any other jurisdiction which may arise as a result of or in relation to the performance of the Supplier's duties under the Agreement, and all costs and expenses thereby incurred shall be for the account of the Supplier and the Supplier shall indemnify Bord Bia on demand in respect of those costs and expenses.

22.13 The Supplier agrees to advise Bord Bia as to the acquisition of all Agreed Third Party Rights required in respect of the Services the subject of the Agreement whether by way of assignment, licence or otherwise as it shall (using due skill and expertise) consider necessary and appropriate, having regard to Bord Bia's objective of keeping costs and expenses at a minimum, the nature of the relevant brief and any requests made by Bord Bia before production of the relevant Materials. Subject to the prior written consent of Bord Bia the Supplier shall acquire for the benefit of Bord Bia all such Agreed Third-Party Rights as Bord Bia may require; the costs and expenses incurred by the Supplier with the prior written approval of Bord Bia in respect of such acquisitions shall be for the account of Bord Bia and shall be paid by Bord Bia on request.

22.14 The Supplier shall ensure at its own cost that all of its employees, and any third-party contractors who it is contracting with in relation to this Agreement, shall irrevocably grant to the Supplier, where necessary, consents to use the Intellectual Property pertaining to the Agreement of all performers legislation or legislation conferring rights in performances, wherever enacted or enforced.

22.15 The Supplier shall not use any Intellectual Property pertaining to the Agreement for any purpose other than pursuant to the performance of its obligations under this Agreement except with the prior written consent of Bord Bia.

22.16 Nothing in the Agreement shall in any way derogate from the rights of Bord Bia under any legislation relating to Intellectual Property Rights.

## 23. DISPUTE RESOLUTION

23.1 If a dispute arises out of or in connection with this Agreement or the performance, validity, or enforceability of it ("**Dispute**") then the Parties shall follow the procedure set out in this clause:

23.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Procurement Manager of Bord Bia [Procurement Manager]and [Account Manager] of the Supplier shall attempt in good faith to resolve the Dispute.

23.1.2 if the Procurement Manager of Bord Bia [Procurement Management] and [Account Manager] of the Supplier are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the Dispute shall be referred to the Director Corporate Services of Bord Bia and [Senior Manager] of the Supplier who shall attempt in good faith to resolve it; and

23.1.3 if the Director Corporate Services of Bord Bia and [Senior Manager] of the Supplier are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("**ADR Notice**") to the other Party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start not later than [14] days after the date of the ADR Notice.

23.2 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under Clause 3 (Applicability and Law) which clause shall apply at all times subject to the fact that no Party may commence any court proceedings under Clause 3 (Applicability and Law) in relation to the whole or part of the Dispute until [30] days after service of the Dispute Notice, provided that the right to issue proceedings is not prejudiced by a delay.

23.3 If the Dispute is not resolved within [14] days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of [14] days, or the mediation terminates before the expiration of the said period of [14] days, the Dispute shall be finally resolved by the courts of Ireland in accordance with Clause 3 (Applicability and Law).

23.4 The Parties will continue to comply with their respective obligations in accordance with this Agreement without interruption during any stage of this dispute resolution procedure.

## 24. ADVERTISEMENT

24.1 The Supplier shall not quote the Bord Bia name in relation to advertising or publicity without the express authorisation of Bord Bia.

## 25. COUNTERPARTS

25.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## 26. WAIVER

26.1 Failure to exercise or delay in exercising, on the part of either Party, any right, power, or privilege of that Party under the Agreement shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

26.2 Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

## 27. SEVERABILITY

27.1 If any part of the Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

## 28. JOINT AND SEVERAL

28.1 All agreements on the part of either of the Parties which comprise more than one person or entity shall be joint and several and the neuter or singular gender throughout these Terms and Conditions shall include all genders and the plural respectively.

## 29. DATA PROTECTION

29.1 Each Party shall comply with its obligations under the applicable Data Protection Legislation.

29.2 Where the Supplier processes personal data on behalf of Bord Bia, the Parties shall enter into the Data Processing Agreement set out in Schedule 4, on the same day as the signing of this Agreement.

## 30 ANTI-BRIBERY AND ETHICS

The Supplier shall comply with all applicable anti-bribery and anti-corruption laws (including the Criminal Justice (Corruption Offences) Act 2018) and shall not offer, give, solicit or accept any advantage, gratuity or inducement in connection with this Agreement.

## 31 ENTIRE AGREEMENTS

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

**32. SIGNATURES AND AGREEMENT**

IN WITNESS WHEREOF the Parties hereto have signed and executed this Agreement on the date set out on page 2 of this Agreement.

SIGNED for and on behalf of **Bord Bia**

By: ……

Name: ……

Date: ……..

SIGNED for and on behalf of the [**Supplier]**

By: ……

Name: ……

Date: ……..

**Schedule 1 Supplier Details**

**Supplier Name:**

---

**Supplier Address:**

---

**Schedule 2 Service Details**

**As per tender response document uploaded to e-tenders ref:**

**Schedule 3 Charges, costs, and payment**

**As per tender response document uploaded to e-tenders ref:**

**Schedule 4 Data Processing Agreement**