

**Department of Children, Equality, Disability, Integration and Youth**

## **Request for Quotes (RFQ) for the Provision of**

A Research and Summative Evaluation of the Barnahus West Project  
- an integrated response to reduce trauma being experienced by children  
and their families as a result of child sexual abuse (CSA)

Date of Issue : 15/05/24

Clarification deadline : 12.00 pm 26/06/24

Response deadline : 12.00 pm 10/07/24

## Part 1: Introduction

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**1.1** The Minister of The Department of Children, Equality, Disability, Integration and Youth invites responses to this Request for Quotes from suppliers for **A Research and Summative Evaluation (RSE) Project of the Barnahus West Service- an integrated response to reduce trauma being experienced by children and their families as a result of child sexual abuse (CSA)** at The Department of Children, Equality, Disability, Integration and Youth Affairs, Block 1, Miesian Plaza, 50-58 Baggot Street Lower, Dublin 2, D2 XW14.

References to the Department in this RFQ shall mean references to the Minister.

**1.2** National implementation of the Barnahus model is a significant initiative to help victims and survivors of childhood sexual abuse. The national roll-out of the model involves three Departments (Department of Children, Equality, Disability, Integration and Youth, Department of Health and Department of Justice) working together, with the four agencies that will be involved in the delivery of services (Tusla, Children’s Health Ireland, the Health Service Executive and An Garda Síochána). The Icelandic model, which is being adapted to an Irish context, is a child-friendly, interdisciplinary and multiagency model of service that brings child protection, policing, forensic medical, and therapeutic services together, under one roof, to provide an integrated response for children who experience sexual abuse and their families.

A pilot was launched in in September 2019 in the West of Ireland, based in Galway, with referrals commencing to the service in November 2020. An appraisal of the pilot was completed in 2020<sup>1</sup> (the ‘2020 appraisal’), and the recommendations from this appraisal were adapted into a Roadmap for national implementation. The 29 recommendations in the 2020 Roadmap were extracted from the report of the 2020 appraisal, which was commissioned by the IDG to examine and evaluate the pilot Barnahus /One House service provision model in Galway, and to identify issues which might be associated with the scaling-up of the service and its provision on a long-term, stable basis. These recommendations also informed the development of an Interdepartmental Agreement and terms of reference for the Barnahus National Agency Steering Committee (BNASC). Successful tenderers for this contract will be supplied with all relevant documentation and background information.

It is planned that in addition to the dedicated centre, known as Barnahus West, two further locations in the East and South will provide national coverage and access for victims and families to the service. Development of these services is already underway. National implementation is also being supported by a [Joint EU-Council of Europe project - Support the](#)

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<sup>1</sup> Hanafin, S., Lynch, C. & O’Callaghan (2020). *Appraisal of One House Pilot Project implementation in Galway and issues arising in terms of scaling up*. Research Matters Ltd.

[implementation of the Barnahus project in Ireland](#) which is providing targeted assistance to effectively adapt of the model to an Irish context.

The Department of Children, Equality, Disability, Integration and Youth wishes to commission a Research and Summative Evaluation project (the 'RSE Project'), focussing on the Barnahus West, to be carried out by suitably qualified and experienced persons, as was recommended in the 2020 appraisal. Utilising research and evaluation methods, impacts of the pilot should be determined. This should be through a systematic assessment of the implementation and outcomes of the interagency response that involves understanding how the model is being, or has been implemented and what effects it has, for whom and why. A process evaluation should be conducted based on the 2020 Roadmap, which was developed based on recommendations from the 2020 Appraisal, chiefly focused on operations in Barnahus West and how outcomes for the children referred to the service can improve but also on the performance of the two other Barnahus locations in the East and the South. Recommendations based on the RSE Project should be made to assist in national implementation of the model and establishment of services in the East and the South.

A primary goal of the RSE Project is to determine how to measure impacts of the model in an Irish context. An impact assessment will seek to establish what existing data/feedback is available that can be utilised to evaluate the implementation of the model and how this could be applied at a national level.

**Further information about what this involves is outlined in Part 5 of this RFQ, Requirements and Specification.**

**1.3** Any contract that may result from this competition will be issued for an initial term of 6 month(s) which if required could be extended by an additional period of 3 months. It is proposed that work will commence in July 2024. The person/s appointed will be required to provide regular updates, at agreed intervals, to the Inter Departmental Group established to progress and oversee the project.

**1.4** No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed in accordance with the provisions of paragraph 2.10 of this RFQ.

## Part 2: Instructions to Tenderers

### 2.1 Quote Submission Requirements

2.1.1 Tenderers must provide the following information in their Quote Response:

- A proposal outlining their approach to carrying out this analysis, including a proposed methodology.
- A Gantt chart (indicating key milestones and deliverables) to ensure the project will be completed as per the timeline outlined in Part 5.
- A clear plan in relation to data protection (including consent, assent, information materials etc), outlining ethical issues involved and how they will be addressed.
- Tender must have access to a Research Ethics Committee (REC).
- A one-page summary CV for each person to be involved in conducting the evaluation.
- Itemised costings, including the per diem rate(s) (where relevant, for each team member and the number of days each member will contribute to the analysis).
- A note of two examples of previous work similar to this project, that demonstrate the expertise required to carry out this project and the capacity to deliver it on time. This should include: the name of the organisation for whom the project was completed; the name, email address and phone number for a contact person involved in overseeing the project; a short description of the project, including an indication of its similarities to this project; a link to an output from the project; and the number of months it took to complete the project from start to acceptance of final report.
- The pricing schedule as per Part 6 of this RFQ
- The following table filled out:

Name	
Registered Address	
Company Registration Number (if applicable)	
Business Name (if applicable)	
VAT Registration Number (if applicable)	
Contact Name	
Contact Telephone Number	

Please e-mail your response to: [eipp@equality.gov.ie](mailto:eipp@equality.gov.ie)

2.1.2 The deadline for submission of Quotes is 12.00 noon on 10/07/24.

2.1.3 Quotes received after the submission deadline **will not** be accepted.

### 2.2 Acceptance of RFQ requirements

Each tenderer is required to accept the provisions of this RFQ. **All tenderers must return** with their quote the signed Tenderer's Statement, as set out in Appendix A to this document.

### **2.3 Queries and Clarifications procedure**

2.3.1 All queries or requests for clarifications relating to any aspect of this competition must be directed to: [eipp@equality.gov.ie](mailto:eipp@equality.gov.ie)

Queries or requests for clarification will be accepted no later than 12.00 pm 26/06/24 .

2.3.2 All queries/requests for clarification will be responded to by e-mail. Where appropriate, questions may be amalgamated. Tenderers should note that the Department will not make responses to individual tenderers privately.

2.3.3 The Department reserves the right to issue or seek written clarifications.

2.3.4 The Department reserves the right to update or alter the information contained in this document at any time up to 7 calendar days before the final date for receipt of Quotes. In the event of such updates, tenderers will be informed promptly.

### **2.4 Costs involved in participating in this competition**

All costs and expenses incurred by tenderers in this competition shall be borne by and are a matter for discharge by the participating tenderers exclusively.

### **2.5 Pricing**

2.5.1 All prices quoted must be all-inclusive, be expressed in Euro (€) only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.5.2 Tenderers must confirm that all prices quoted will remain valid for 60 calendar days commencing from the closing date for the receipt of Quotes.

### **2.6 Freedom of Information**

Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this competition may be disclosed in response to a request under the Freedom of Information (FOI) Act. Therefore, Tenderers should consider whether any of the information being provided by them in relation to this public procurement competition is commercially sensitive. If any of the information is deemed to be commercially sensitive, it should be identified as such and the reason for its sensitivity should be separately specified.

The Department will consult with Tenderers regarding information that has been identified as being commercially sensitive before making a final decision on any Freedom of Information (FOI) request received. If Tenderers consider that none of the information being supplied in this public procurement competition is commercially sensitive, a statement to that effect must be made and provided to the Department. In such cases, information that has not been identified by Tenderers as being commercially sensitive may be released in response to a Freedom of Information (FOI) request without further consultation with the Tenderer.

## **2.7 Tax Clearance**

2.7.1 It will be a condition of the award of any contract under this RFQ that the successful tenderer shall for the term of any such contract, comply with all EU and domestic taxation law and requirements. Further information is available at [www.finance.gov.ie](http://www.finance.gov.ie) and [www.revenue.ie](http://www.revenue.ie).

2.7.2 Prior to the award of any contract arising out of this competition the successful tenderer shall be required to provide its Tax Clearance Access Number ([e-tax clearance](#)) and Tax Reference Number to facilitate online verification of their tax status by the Department. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Department has the permission of the successful Tenderer to verify its tax cleared position online.

## **2.8 Environmental, Social and Labour Law**

In the performance of any contract awarded, the successful Tenderer, their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of [Directive 2014/24/EU](#) of the European Parliament and of the Council on public procurement (the "Directive").

## **2.9 Conflicts of Interest**

Any conflict of interest or potential conflict of interest on the part of a tenderer, individual employees, agents or subcontractors of a tenderer must be fully disclosed to the Department as soon as the conflict or potential conflict is or becomes apparent.

In the event of any conflict or potential conflict of interest, the Department may invite tenderers to propose means by which the conflict might be removed. The Department will, at its absolute discretion, decide on the appropriate course of action, which may in

appropriate circumstances include eliminating a tenderer from the competition or terminating any contract entered into by a tenderer.

## **2.10 Ordering**

An order under this RFQ shall be made by e-mail from the Department as set out in this RFQ. The contract shall come into effect on the acceptance of the order by the Tenderer. All orders and acceptance of orders under this contract are on the terms and conditions of this RFQ (as set out in Appendix B) to the exclusion of any other terms the Tenderer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## **2.11 Insurance Requirements**

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

Type of Insurance	Minimum Indemnity Limit
Employer's Liability	€12.7m any one claim or series of claims arising out of a single occurrence (if self-employed this is not necessary)
Public Liability	€6.5m any one claim or series of claims arising out of a single occurrence.

2.11.2 By signing the Tenderer's Statement at Appendix A, Tenderer's confirm, that if awarded a contract under this competition, they will, from the Effective Date of the Contract, obtain and hold the types and levels of insurance as specified above.

A formal confirmation from the successful Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any contract.

## **Part 3: Qualification Criteria**

Not used



## **Part 4: Award Criteria**

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The quotes will be evaluated on the basis of the **Most Economically Advantageous Tender**.

Tenderers should note that they must score the minimum marks for Award Criteria 1 and 2 set out below.

Award Criterion 3 will be evaluated according to this methodology: Points awarded = (the maximum score achievable) multiplied by (the cost of the lowest-cost valid quote) divided by (the cost of the valid quote in question).

1. Quality of the Proposal (100 marks total, pass mark of 60)
  - Understanding of the requirement and overall approach proposed (20)
  - Suitability/feasibility of the steps and methods proposed to address the specification and requirements (20)
  
2. Expertise and experience (100 marks total, pass mark of 60)
  - Relevant expertise and experience (30 marks)
  - Evidence of capacity to deliver the project in the examples of similar work provided (10 marks)
  
3. Cost (50 marks)

## Part 5: Requirements and Specifications

### Background

The development and implementation of the Barnahus model in Ireland is a cross Government, multi-Agency project, which is a significant initiative to help victims and survivors of childhood sexual abuse. The Icelandic model, which is being adapted to an Irish context, is a child-friendly, interdisciplinary and multiagency model of service that brings child protection, policing, medical, therapeutic and forensic services together, under one roof, to provide services for children who experience sexual abuse and their families.

The overall importance of the integration and coordination of services for children who have been sexually abused was highlighted in the HSE commissioned report on the development of a national model for sexual abuse services for children in 2011<sup>2</sup>, and the final report of the Ferns 4 National Steering Committee in 2014<sup>3</sup>.

In the Garda Inspectorate Report (2018)<sup>4</sup>, the Icelandic Barnahus model and the services provided by Rowan House in Northern Ireland were included in an overall consideration of joint services. In that report, the need for further joint inter-departmental work to assess and develop an appropriate service for the Irish context was acknowledged. The HSE, and subsequently Tusla, established a National Steering Group to commence the development of a multiagency approach to sexual abuse services.

It was determined that adapting the Icelandic Barnahus model to an Irish context would be the best way forward. An Interdepartmental Group (IDG) was established in February 2018 which brings together representatives from the key Departments and State Agencies to coordinate a child centred response to sexual abuse allegations, and to develop an appropriate governance framework for this multiagency service.

The membership of the IDG includes representatives from the Department of Children, Equality, Disability, Integration and Youth, (DCEDIY), Department of Health (DoH), Department of Justice (DoJ), the Health Service Executive (HSE), Children's Health Ireland (CHI), An Garda Síochána (AGS) and Tusla Child and Family Agency (Tusla).

The IDG identified the West of Ireland, based in Galway as the appropriate location for the first Barnahus-model service. The principles of the Barnahus model had effectively been operating in Galway prior to the launch of the service with a cross-agency team holding bi-

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<sup>2</sup> National Review of Sexual Abuse Services for Children and Young People Final Report ( HSE, 2011) <https://www.hse.ie/eng/services/Publications/corporate/sexualabuseservices.pdf>

<sup>3</sup> Ferns 4 Steering Committee (2014) Report of Ferns 4 Steering Committee, 2014

<sup>4</sup> Report of the Garda Síochána Inspectorate (2018) *Responding to Child Sexual Abuse*.

weekly case review meetings to provide a coordinated response to children referred to Barnahus.

The Galway project was launched in September 2019 with referrals commencing to the service in November 2020. Services in Barnahus West are carried out in a bespoke centre on the outskirts of Galway city, which allows the three agencies (Tusla, the HSE, An Garda Síochána) to provide services for children under one roof. This bespoke centre was designed in consultation with service users from Tusla. A child and youth participation working group consulted with young people about the design of the building, the information leaflets and the location and visibility of the service in the community.

Key professionals in child protection, health care and An Gardaí Síochána meet regularly to review cases of child sexual abuse and plan the steps that need to be taken. Barnahus West is co-located with the adult Sexual Assault Treatment Unit (SATU) service, with separate entrances and rooms for children /adults and shared facilities for staff, including capacity to store forensic evidence.

It is planned that in addition to Barnahus West two further locations in the East and South will provide national coverage and access for victims and families to the service. It is intended that implementation of the Barnahus model should be standardised as much as possible in all regions, in accordance with the Promise ‘European Barnahus Quality Standards’<sup>5</sup>, and that in this process of harmonisation there should not be a backsliding of services that are already in place.

*Joint EU Commission-Council of Europe project - Support the implementation of the Barnahus project in Ireland*

DCEDIY been awarded financial and technical support from the EU and the Council of Europe under the Technical Support Instrument, to help expand the Barnahus model in Ireland.

The European Union/Council of Europe Joint Project aims to strengthen Ireland’s response to child sexual abuse by supporting the national implementation of the Barnahus model, adapted from Iceland to an Irish context. The project is being implemented by the Council of Europe and aims to ensure that delays in the treatment of children who have experienced child sexual abuse are reduced, and that all children who are victims in such cases, and their families, benefit from a child-friendly approach in the justice and healthcare systems, and a coordinated approach that is centred on the child.

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<sup>5</sup> <https://www.barnahus.eu/en/the-barnahus-quality-standards/>

The work being carried out under the Joint EU/Council of Europe project is in tandem with and complementary to work underway—at a national, regional and local level on the development of the model. The RSE Project that is the subject of this Request for Quotes will not include any assessment of work being carried out under the Joint EU/Council of Europe project. However, the evaluation should take cognisance of the work that is being carried out in parallel under the Joint EU/Council of Europe project.

The Inception report of the project was recently published<sup>6</sup>, which is the product of extensive consultation with stakeholders and service providers on the current challenges and innovations in service provision to child victims of child sexual abuse and their families. More information on the Joint EU/Council of Europe project is available on the project website<sup>7</sup>.

### **Detailed Specifications**

The Research and Summative Evaluation project (the ‘RSE Project’) focussing on the Barnahus West service to be carried out by suitably qualified and experienced person was recommended in the 2020 appraisal (mentioned in Part 1 of this document).

The 2020 appraisal and resulting recommendations were adapted into a Roadmap for national implementation. The 29 recommendations in the 2020 Roadmap were extracted from the report of the 2020 appraisal, which was commissioned by the IDG to examine and evaluate the pilot Barnahus /One House service provision model in Galway, and to identify issues which might be associated with the scaling-up of the service and its provision on a long-term, stable basis. These recommendations also informed the development of an Interdepartmental Agreement and terms of reference for the Barnahus National Agency Steering Committee (BNASC). Successful tenderers for this contract will be supplied with all relevant documentation and background information. The RSE Project is not a primary search of data, but a desk based exercise focusing on already existing data. Where the successful candidate indicates that supplementary evidence is required in order to complete the final report, this will be considered by the Department in addition to an option of extending the timeline by up to two months.

A key outcome of the RSE Project is that the evaluation of the implementation of the model in Barnahus West since referrals commenced under the model in the region informs improvements in the delivery of Barnahus services on a national basis as services continue to be developed in the South and East. This evaluation should comprise of a systematic assessment of the implementation and outcomes of the model in Barnahus West that involves understanding how the model is being, or has been implemented and what effects it

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<sup>6</sup> <https://www.gov.ie/en/publication/1e8a2-barnahus-ireland-inception-report/>

<sup>7</sup> <https://www.coe.int/en/web/children/barnahus-ireland>

has, for whom and why and how outcomes for the children referred to the service can improve. Impacts should be determined, and recommendations based on this evaluation should be made to assist in national implementation of the model. These recommendations will inform decision making by the IDG on the future implementation of the model at a national level.

The RSE Project should assess how services have been implemented, the processes utilised for service delivery and experiences with Barnahus West (including feedback provided to Barnahus West). A primary goal of the RSE project is to determine how to measure impacts of the model in an Irish context, to establish what existing data/feedback is available that can be utilised to evaluate the implementation of the model, and how this could be applied at a national level.

The resulting report from the RSE Project should document clearly the context in which the service was delivered and that the evaluation is taking place. The report should also take account of implementation of the model at a national level and efforts to ensure standardisation as national implementation progresses, including concurrent pieces of work such as the Joint EU-Council of Europe project. The RSE Project should be conducted in line with best research ethics practice, and in line with Children First, and the Data Protection Acts, and the HSE national consent for research policy.

The RSE Project will include:

1. A summative evaluation of implementation of the Barnahus West service to assess if mechanisms to reduce re-traumatisation introduced under the model can have a measurable impact on outcomes for child survivors of sexual abuse, and how this would be measured. This should be on a continuum basis, whereby the pathway of the child through the service is examined, from referral through to assessment, specialist interview, interventions, and their path through the justice system up to and including prosecutions of cases.

As part of this task the availability of data, both qualitative and quantitative, that can be analysed to demonstrate a measurable impact from baseline should be identified in co-operation with Barnahus West and other stakeholders as needed. It should be ensured that the utilisation of such data in the evaluation is GDPR compliant. This task should also include the perspective of service users, with particular focus on feedback from the child directly.

2. Progress should be assessed against the 2020 Roadmap, chiefly focused on operations in Barnahus West but also including the two other Barnahus sites in the South and in the East. This will include, but is not limited to, areas like governance structures at a national, regional and local level; improved and more formalised interagency working;

joint specialist interviewing; the implementation of child-friendly justice approach to child sexual abuse in Ireland; key performance indicators with meta-data and other agreed statistical information and recommendations made on general service development such as budget, the co-location of services with adult services and staffing arrangements.

3. Based on this evaluation, recommendations should be made that can be applied to the further development of services in the South and the East. These recommendations will inform decision making by the IDG on the future delivery of services at a national level. The evaluation and subsequent report and recommendations may also inform activities in the Joint EU-Council of Europe project, such as the development of guidance documents and tools for the operation of Barnahus at a national level.

### **Timeframe**

The timeframe for completion of this evaluation is six months (plus capacity for a three-month extension if needed), from [Month/Year]. This timeline is on the basis that the RSE Project is not a primary search of data, but a desk based exercise focusing on already existing data. An option of extending the timeline by up to two months may be considered where the successful candidate indicates that supplementary evidence is required in order to complete the final report.

A project plan / Gantt chart indicating the key milestones and deliverables will be agreed with the successful contractor at the commencement of the work.

It is anticipated that an interim report will be provided to DCEDIY in September 2024, outlining work completed against agreed milestones and deliverables and should include a documentary review and an assessment of the availability of data to inform the evaluation. Regular progress updates should be given to DCEDIY as part of review procedures established by DCEDIY, with a plan on regular communications to be agreed with the successful tenderer.

### **Output**

The core output from the analysis will be a report (including an executive summary) for the Department which addresses the requirements set out above, and will be subject to review before acceptance. DCEDIY will establish review procedures, which will include input from the IDG, and determine the mechanisms for oversight of the project.

## Part 6: Pricing Schedule

Please complete the following Schedule in full. Failure to do so may result in disqualification from this tender process.

Study requirements	Cost (excl. VAT) (€)	VAT Rate (%)	Total (excl. VAT) (€)
<b>Final report</b>			
<b>(Please insert any other research costs. Insert extra rows if required.)</b>			
<b>Total Costs</b>			

Invoicing arrangements shall be on such terms as agreed between the parties.

## Appendix A: Tenderer's Statement

**To:** The Minister of The Department of Children and Youth Affairs

**Re:** Request for Tenders for the Provision of **An Evaluation of the Barnahus West Service - an integrated model to reduce trauma being experienced by children and their families as a result of child sexual abuse (CSA).**

Having examined your Request for Tenders (RFQ) including the instructions to Tenderers, Qualification and Award Criteria, Requirement and Specifications and Terms and Conditions, we hereby agree to and declare the following:

1. We understand the nature and extent of the Goods/ Services required to be delivered as described in Requirements and Specifications at Part 5 of the RFQ and we agree to provide the Department of Children and Youth Affairs with the Goods/Services in accordance with this RFQ and our Tender.
2. We accept all of the Terms and Conditions set out at Appendix B.
3. We accept the Award Criteria in Part 4 of this RFQ.
4. We confirm that we have complied with all requirements as set out at Part 2 of this RFQ.
5. We confirm that all prices quoted in our Tender will remain valid for the period of time as specified at paragraph 2.5.2 of the RFQ.
6. We confirm our compliance with all relevant environmental, social and labour law requirements as set out in this RFQ, in particular, but not exclusively paragraph 2.8 of the RFQ.

We acknowledge that no commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed in accordance with paragraph 2.10 in the RFQ. The Department may, at its absolute discretion, cancel this public procurement competition at any time prior to a formal written contract being executed.

7. Not used
8. Not used

SIGNED:	Company:
(Authorised Signatory):	
Print name:	Address:
Date:	



## Appendix B - Terms and Conditions

### **1. Basis of Contract**

- 1.1 These terms and conditions apply to the agreement (“Agreement”) between the Department and the Tenderer to the exclusion of any other terms that the Tenderer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Agreement shall consist of these terms and conditions, the Department’s RFQ and order (Departments RFQ), the Tenders response and acceptance of the order (*Tenderer’s Response*). In the event of a conflict between the documents in the following order of priority:
  - 1.2.1 these terms and conditions
  - 1.2.2 the Department’s RFQ
  - 1.2.3 The Tenderer’s Response.

### **2. Tenderer’s Obligations**

- 2.2 In consideration of the payment, the Tenderer shall:
  - (a) provide the goods/services in accordance with the terms of this Agreement.
  - (b) perform its obligations arising from this Agreement with due care, skill and diligence in the supply of goods/services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and subcontractors.
  - (c) shall require its agents and subcontractors to exercise due care, skill and diligence in the supply of Goods/Services generally in the carrying out of obligations allocated by the Contractor to its agents and subcontractors under this Agreement and shall procure that it’s sub-contractors shall comply in all respects with the relevant terms of this Agreement to the extent that it or they are retained by the Contractor and / or by the Client to carry out any part or parts of the provision of this Agreement.

The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the delivery of the Goods/Services and shall assume all the duties, responsibilities, and obligations associated with the position of prime contractor.
  - (d) comply with and implement any policies and/or guidelines issued by the Department from time to time and notified to the Contractor.
  - (e) provide the goods/services in accordance with good industry practice and comply with all applicable laws with particular but not exclusive regard to the requirements of the [Safety, Health and Welfare at Work Acts 2005 and 2010](#), the [Waste Management Act 1996](#), the [Data Protection Acts 1988 and 2003: Informal Consolidation](#), [Freedom of Information Act 2014](#) and Employment legislation. The Tenderer will be responsible for compliance

with all statutory requirements of an employer, all legally binding sectoral Agreements and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of complying with this Agreement.

- (f) comply with all local security arrangements as notified to it by the Department in writing.

### **3. Delivery of Goods/Services**

1.1 The Tenderer shall deliver the goods/services at the time(s), to the location(s) and on the date(s) specified in the RFQ or otherwise agreed between the Parties.

1.2 In relation to goods, the Tenderer shall ensure:

- (a) that the goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of goods (including the code number of Goods where applicable), special storage instructions (if any) and, if the goods are being delivered by instalments, the outstanding balance of goods remaining to be delivered;
- (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months;
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage handling and delivery of goods;
- (e) corresponds with their description and any application specification (if any);
- (f) be of satisfactory quality within the meaning of the [Sale of Goods and Supply of Services Act, 1980](#) and fit for any purpose held out by the Tenderer or make known to the Tenderer by the Department or by implication, and in this respect the Department relies on the Tenderer's skill and judgment. The Contractor confirms and undertakes that the Goods/Services supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Submission (to include any samples furnished thereunder) and the Specification and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the [Sale of Goods and Supply of Services Act, 1980](#) shall be excluded or limited under this Agreement.

1.3 Delivery of the goods shall be completed on the completion of uploading the goods at the delivery location as specified by the Department.

1.4 **Title and Risk:** Title and Risk to the goods shall pass to the Department on delivery.

1.5 The Contractor shall not deliver the goods in instalments without the Department's prior written consent.

### **4. Inspection of Goods**

4.1 The Department or its authorised representative may inspect (to include a call for advance samples) or test the goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Tender's premises (including the premises of any subcontractor or agent) and the Tenderer shall provide all reasonable assistance in relation to any such inspection or test free of charge.

A failure to make a complaint at the time of any such inspection or test and/or the approval given during or after such inspection or test shall not constitute a waiver by the Department of any rights or remedies in respect of the goods and the Department reserves the right to reject the goods in accordance with Clause 4.2 below.

4.2 The Department may by written notice to the Tenderer reject any of the goods which fail to conform to the approved sample or fail to meet the specification set out in the RFQ. Such notice shall be given within a reasonable time after delivery to the Department of such goods. If the Department rejects any of the goods pursuant to this clause the Department may (without prejudice to other rights and remedies) either:

- a. obtain a refund (if payment for the goods has already been made) from the Contractor in respect of the goods concerned; or
- b. have such goods promptly, and in any event within 3 calendar days, either repaired by the Tenderer or replaced by the Tenderer with goods which conform in all respects with the approved sample or with the specification set out in the RFQ and due delivery will be deemed to have taken place when such repair or replacement has occurred.

## **5. Key Personnel**

The Tenderer undertakes and acknowledges that it is responsible for ensuring that all key personnel (Key Personnel) as specified in their Tender's Response assigned by it to provide the Services shall be available for the term of this Agreement. The Tenderer acknowledges that Key Personnel are essential to the proper provision of the Service to the Department.

In the event that any of the Key Personnel assigned by the Tenderer to provide the services under this Agreement become unable to provide the services, the Contractor acknowledges and undertakes that it shall immediately notify the Department in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise (Replacement Personnel). The Department shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

## **6. Payment**

6.1 Subject to the provisions of this clause 6 the Department shall pay and discharge the charges (plus any applicable VAT) ("Charges"), in the manner specified in the RFQ. Invoicing arrangements shall be on such terms as agreed between the Parties.

6.2 Discharge of the Charges is subject to:

- (a) compliance by the Tenderer with the provisions of this Agreement;
- (b) the furnishing by the Tenderer of a valid invoice. Any Tenderer's pre-printed terms and conditions are hereby disallowed;
- (c) Invoices being submitted to the Department's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the goods/services for any billing period (including whether or not goods/services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Department's contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement.
- (d) The Department being in possession of the Tenderer's current Tax Clearance Access Number (TCAN)( [e-tax clearance](#)) and Tax Reference Number to validate their tax clearance status. The Tenderer shall comply with all EU and domestic taxation law and requirements.

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

6.4 Wherever under this Agreement any sum of money is recoverable from or payable by the Tenderer (including any sum which the Tenderer is liable to pay to the Department in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Tenderer under the Agreement or under any other agreement or contract with the Department.

Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

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

6.6 The Charges shall be discharged as provided for in this clause subject to the retention by the Department in accordance with section 523 of the [Taxes Consolidation Act, 1997](#) of any Professional Services Withholding Tax (PSWT) payable to the Tenderer. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Tenderer and the Tenderer so acknowledges and confirms.

## **7 Intellectual Property**

- 7.1 Intellectual Property Rights (“IPR”) means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- 7.2 Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Tenderer or Department independently of this Agreement, and any IPR in Tenderer’s standard hardware and software products or modifications or updates to such products.
- 7.3 All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively “the Materials”) (or any part or parts thereof) shall vest in the Department and the Tenderer so acknowledges and confirms.

For the avoidance of doubt the Tenderer hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Department absolutely.

- 7.4 The Department grants to the Tenderer a royalty-free non-exclusive licence to use the Department’s Pre-existing IPR for the Term to the extent necessary to enable the Tenderer to fulfil its obligations under this Agreement. Save as expressly set out in this clause 7 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- 7.5 The Tenderer shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- 7.6 Nothing in this Agreement shall prohibit or be deemed to prohibit the Tenderer from providing services similar to the services to any party other than the Parties hereto. In no event shall the Tenderer be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the services.
- 7.7 The Tenderer shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before

use for the purposes of this Agreement (to include but not be limited to ensuring that the Department shall be vested with all necessary rights so as to enable the Department to enjoy the benefit of the services for its business purposes).

The Tenderer hereby indemnifies the Department and shall keep and hold the Department harmless from and in respect of all and any liability loss damages claims costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the option of the Department for and in respect of any such breach, the Tenderer shall at its expense and option:

- (i) procure the necessary rights for the Department to continue use
- (ii) replace the relevant deliverable with a non-infringing equivalent
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance;
- (iv) if the Tenderer cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Department's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all direct losses thereby accruing to the Department as a result of the breach.

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

## **8. Warranties, Representations and Undertakings**

8.1 The Tenderer acknowledges, warrants, represents and undertakes that:

- (a) it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the goods/services, hereunder.
- (b) it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks.
- (c) it is entering into this Agreement with and has a full understanding of its obligations with regard to taxation, employment and environmental protection and is capable of assuming and fulfilling those obligations.
- (d) it has acquainted itself with and shall comply with legal requirements or such other laws, recommendations, guidance or practices as may affect the

provision (to include manufacture and distribution process) of the goods/services as they apply to the Tenderer.

8.2 The Tenderer undertakes to ensure that all and any necessary consents and/or licences, permissions, authorisations and permits are obtained and in place for the purposes of this Agreement.

8.3 The Tenderer undertakes to notify the Department forthwith of any material change to the status of the Tenderer with regard to the confirmations and undertakings as set out in Clause 8.1 and to comply with all reasonable directions of the Department with regard thereto which may include termination of this Agreement.

## **9. Remedies**

9.1 The Tenderer shall be liable for and shall indemnify the Department for and in respect of all and any losses, claims, demands, damages or expenses which the Customer may suffer due to and arising directly as a result of the negligence, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, subcontractors or agents or any of them as a result of the Contractor's failure to exercise care as outlined in Clause 2.2. The terms of this Clause 9.1 shall survive termination of this Agreement for any reason.

9.2 Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, revenue or goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such party has been advised of their possibility.

9.3 Save in respect of fraud, personal injury or death (for which no limit applies), the limit of the Tenderer's aggregate liability to the Department under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 200% per cent of the Charges paid or projected to be paid (whichever is the higher) under this Agreement regardless of the number of claims.

9.4 Should the Department find itself obliged to order elsewhere in consequence of the failure of the Tenderer to deliver goods/services of approved quality, the Department shall be entitled to recover from the Contractor any excess prices which may be paid by the Department.

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

## **10. Confidentiality**

10.1 Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in the Agreement ("Confidential Information") and shall not disclose same to any third party except to:

- (a) its professional advisors subject to the provisions of this Clause 10; or
- (b) as may be required by law; or
- (c) as may be necessary to give effect to the terms of this Agreement subject to the provisions of this Clause 10; or
- (d) in the case of the Department by request of any person or body or authority whose request the Department or persons associated with the Department (including but not limited to the Legislature and/or the Executive and/or the Civil service) considers it necessary or appropriate to so comply.

10.2 The Tenderer undertakes to comply with all reasonable directions of the Department with regard to the use and application of all and any of its Confidential Information (which may include compliance with operational protocols and/or signing of a non-disclosure agreement). The obligations in this Clause 10 will not apply to any Confidential Information:

- (a) In the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
- (b) Which is or becomes public knowledge other than by breach of this clause; or
- (c) Is independently developed by the disclosing Party without access to or use of the Confidential Information; or
- (d) Is lawfully received by the disclosing party from a third party (with full right to disclose).

10.3 In circumstances where the Contracting Authority is subject to the provisions of the [Freedom of Information Act 2014](#), then in the event of the Department receiving a request for information related to this Agreement, the Department shall consult with the Contractor in respect of the request.

The Contractor shall identify any information that is not to be disclosed on grounds of commercial sensitivity and shall state the reasons for this sensitivity. The Department will consult the Tenderer about this commercially sensitive information before making a decision on any Freedom of Information (FOI) request received. The final decision on disclosure rests with the Office of the Information Commissioner, and ultimately, the Courts.

10.4 The terms of this Clause 10 shall survive expiry, completion or termination for whatever reason of this Agreement.

## **11. Force Majeure**



If the performance by either Party of any of its obligations under this agreement (except a payment obligation) is delayed or prevented by circumstances beyond its control, that Party will not be in breach of this Agreement because of that delay in performance, provided that the Party relying on this clause 10 takes reasonable steps to mitigate the effects of the relevant event.

However, if the delay in performance exceeds 30 calendar days, the other Party may terminate this Agreement with immediate effect by given written notice to the non-performing Party.

## **12. Termination**

12.1 The Department may terminate this Agreement in whole or in part at any time before delivery with immediate effect by giving the Tenderer written notice, whereupon the Tenderer shall discontinue all work on the Agreement.

12.2 Either Party shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following: -

- a. If the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) is capable of remedy) within 30 calendar days after receipt of a request in writing from the other Party; and/or
- b. If the other party becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangements with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.

12.3 The Department shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Department becomes aware that any of the excluding grounds set out in [Directive - 2014/24](#) apply to the Tenderer.

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

12.5 On completion or termination of this Agreement, howsoever arising, the Tenderer shall immediately return all confidential information, records, papers, materials, media and other property of the Department which is in its possession.

As an exception to its obligations under this Clause 12.5 the Tenderer may retain one copy of the confidential information and records in paper form, in the Tenderer's

legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Agreement.

### **13. Notice**

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

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

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

### **14. Disputes**

The Parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the agreement, amicably. The Parties may agree procedures and protocols for dispute resolution from time to time.

### **15. Governing Law, Choice of Jurisdiction and Execution**

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

### **16. Assignment and Subcontract**

Subject to a Party's obligations at law, any assignment to a third party, subcontract or other transfer of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party.

Prior to any such assignments, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted assignment not complied with in the manner prescribed herein shall be null and void.

### **17. Entire Agreement**

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

### **18. Severability**

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

**19. Waiver**

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

**20. Variation**

Except as set out in this Agreement, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Department.

**21. Non-Exclusivity**

Nothing in this Agreement shall preclude the Department from purchasing goods/services from a third party at any time during the term of this Agreement.

**22. Media**

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

**23. Conflicts, Registerable Interests and Corrupt Gifts**

23.1 The Tenderer is satisfied that it has no conflicts in relation to the provision of the good/services and its obligations undertaken under this Agreement. The Tenderer hereby undertakes to advise the Department forthwith should any conflict or potential conflict of interest come to its attention during the term of this Agreement and to comply with the Department's directions in respect thereof.

23.2 The Tenderer shall not offer or agree to give any civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this public contract.

Any breach of this clause by the Contractor, any subcontractor, agent or employee shall entitle the Department to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.





