

Our ref: CMG/MB

17<sup>th</sup> February 2022

Ms. Sarah Cremin  
Committee Secretariat  
House of the Oireachtas Service

By email: [PAC@oireachtas.ie](mailto:PAC@oireachtas.ie)

Dear Ms Cremin,

I refer to correspondence resting with the letter from the Public Accounts Committee dated the 4<sup>th</sup> February 2022.

Further to my letter of the 11<sup>th</sup> January please note that we were in receipt of legal correspondence relating to the procurement process which required that the stand still period be extended. This period expired on the 28<sup>th</sup> January and the contracts have now been issued to the successful tenderer.

We hope to now progress to the instillation of CCTV but given the nature of the project it will take some time for the work to be completed. The contract involves the IHRB, the contractor and all 25 racecourses as parties and we are working on finalising those in order to progress matters.

I attach the initial tender document that was published on the Official Journal in accordance with public procurement requirements and please note that we used the open procedure as it was quicker than the restricted process which has two stages. However, given the number of tenders received and the nature of the project the evaluation required considerable work and we engaged external experts to assist us with the technical aspects of the system. As part of the process clarifications had to be sought from the parties involved to ensure that the appropriate solution was identified.

I appreciate the frustration expressed by the members of the Public Account Committee at the perceived slowness in this process to date, however I would emphasise the extensive work that has gone into the procurement process to ensure that it was carried out in accordance with the regulations and to ensure the appropriate solution was found to meet

the various requirements. The next phase involves installation of the cameras, servers and required infrastructure for that system across 25 different sites.

I will continue to update the Committee as progress is made on this project.

Please contact me if you require any further information.

Yours sincerely,



**Clíodhna Guy**  
**Interim Chief Executive Officer**

Encl.



**INVITATION TO TENDER DOCUMENT**

**OPEN PROCEDURE**

**SINGLE PARTY FRAMEWORK**

**FOR**

**THE PROVISION OF AN INTEGRITY SECURITY SYSTEM INCLUDING CCTV INSTALLATION AND  
MAINTENANCE SERVICES IN IRISH RACECOURSE STABLE YARDS ON BEHALF OF THE IRISH  
HORSERACING REGULATORY BOARD**

**(MAXIMUM POTENTIAL DURATION: 4 YEARS)**

**DEADLINE DATE FOR RECEIPT OF TENDERS: 9<sup>th</sup> June 2021 AT 12.00 NOON (LOCAL TIME)**

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

## DISCLAIMERS

All information contained in this Invitation to Tender document is provided in the strictest confidence and has been made available solely for the purpose of facilitating the production and submission of tenders. No party may disclose the contents of this document without the express permission of the Irish Horseracing Regulatory Board (hereinafter 'the Contracting Authority').

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

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

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

**Please note in relation to this 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".**

### CHECKLIST FOR TENDER SUBMISSIONS

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

1.	The completed and signed Form of Tender (Appendix 1)	
2.	The completed and signed Bona Fides (Appendix 2)	
3.	All information required under each eligibility criterion (Section 4) <u>or</u> the completed Form of Self Declaration (Appendix 3)	
4.	Pricing Schedule (Appendix 9 – excel spreadsheet)	
5.	Technical compliance statement and supporting documents / statements (Appendix 8)	
6.	Any other information requested in this document	

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

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## 1. INTRODUCTION

### 1.1 About the Contracting Authority

The Irish Horseracing Regulatory Board (IHRB) is the contracting authority. The IHRB is a company limited by guarantee set up by the Turf Club (established 1790) and Irish National Hunt Steeplechase Committee (the INHSC) (established 1866) as the Regulatory Body for horseracing in Ireland. The Turf Club and the INHSC are the organisations that for over 200 years have been responsible for the integrity and the reputation of Irish racing both in Ireland and internationally.

The IHRB continues in their tradition and is responsible for both flat and national hunt racing in Ireland. The IHRB is also responsible for the regulation of Point to Point racing which is under the governance of the INHSC. The IHRB is solely and independently responsible for making and enforcing the Rules of Racing in Ireland and under the Horse Racing Ireland Act 2016 is responsible for making all decisions in relation to doping control, forensic services and handicapping for horse racing.

The IHRB is now seeking tender responses from suitably qualified service providers to install high quality, Integrity Security Camera System to stable yards at racecourses in Ireland. The offered solutions must include a remote camera reviewing solution located at the IHRB premises for video content generated during racing days and portable viewing devices for the on course security staff. The tenderer is invited to propose innovative solutions to meet the requirements in term of technology and backhauling video content. The contracting authority is open to consider deployment options around items such as the use of local recording equipment, networking systems and cloud-based storage systems. The cameras will be limited to public areas of the stable yards. This document provides an outline of the key objectives and requirements that should be considered in the response.

### 1.2 The Open Procedure

The Contracting Authority is employing the open procedure to award this single party framework agreement. In accordance with the provisions governing the conduct of the open procedure, any interested economic operator may tender for appointment as the successful tenderer.

In the first instance, the self-declaration form (Appendix 3) will be reviewed for its completeness. Tenderers meeting this requirement will then be assessed against the award criteria, rules and weightings contained in section 4 of this document in order to identify the most economically advantageous tender.

The tenderer(s) with the lowest price tender and with the most economically advantageous tender will be requested to submit evidence in order to be validated against the eligibility criteria and rules contained in section 4 of this document. (Evidence for selection criteria is requested from the lowest price tenderer to ensure the appropriate marking of ultimate cost award criterion).

### 1.3 About the Single Party Framework

#### (a) General

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. In the context of a

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

**(b) Duration of the Framework Agreement**

This framework agreement will have a maximum potential duration of four (4) years. In the first instance, it is anticipated that an initial contract for installation of integrity security systems and services at approximately 25 racecourses in 2021 will be entered into with the successful tenderer emerging from this competitive process.

It is also anticipated that after commissioning of the new Integrity Security Systems, a maintenance contract of 10 years duration will be entered under the single party framework. At this stage there is no plan to enter into any further contract under the framework; however, the continued strategic appropriateness of the framework agreement will be assessed by the Contracting Authority in determining whether or not subsequent contracts will be placed over the lifetime of the agreement. .

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

**(c) Award to Runner-up**

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

**(d) Termination**

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



## 2. SPECIFICATION OF REQUIREMENTS

### 2.1 Overview

The Irish Horseracing Regulatory Board (I.H.R.B) has statutory functions pursuant to Section 39 of the Irish Horseracing Industry Act 1994 (as amended) regarding the making and enforcing of the Rules of Racing (the “Rules”) and ensuring that horseracing is carried out properly and fairly in accordance with those Rules.

To assist in maintenance of integrity and security on raceday it is required to have an integrity security system in public areas of stable yards at racecourses. To ensure the implementation of the appropriate specification the tender is being centralised through the I.H.R.B.

The objective is to have all stable doors visible via Closed Circuit Television (CCTV) and all entry / exit points of the yard.

The I.H.R.B will take all steps reasonably necessary to ensure that data is treated securely and in accordance with this privacy policy. The I.H.R.B will use strict procedures and security features to prevent unauthorised access to the footage.

The public will have the right of access to information held about them. This right can be exercised in accordance with the Data Protection Acts 2018.

This specification details the requirement of the Contracting Authority for the installation of an Integrity Security System at approximately twenty-five (25) racecourse stable yards in Ireland; please see Appendix 6 for copies of racecourse and stable yard layouts. It is envisaged that all of the installations shall be completed in the year 2021.

There are only 2 racecourses where CCTV equipment is currently in operation. These are Leopardstown and the Curragh racecourses. Tenderers are required to propose a new system for both racecourses. While the Leopardstown CCTV equipment will need to be de-installed and replaced with a new system, the Curragh Racecourse has existing cameras as part of their security set up. These cameras are not to be altered in any way and the new system should be a standalone feature without any integration into their existing security system.

No Integrity CCTV system is required for the Laytown beach racecourse. However, tenderers are required to propose a mobile emergency CCTV system. This system will then be deployed and used at the Laytown races event.

In addition, network and storage equipment shall be required. This is open to the tenderer to suggest cost effective solutions including use of cloud-based storage, addition to HRI server storage at an Eir datacentre and / or additional storage at IHRB facility.

### 2.2 General Requirements

The integrity security system cameras will be limited to public areas of the stable yards. The purpose of the system is to augment existing integrity services available at racecourses on racedays and provide enhanced security to both deter and detect breaches of the Rules of Racing (e.g. doping, mistreatment of horses) and to deter and detect thefts of property from the stable yard area and ensure horses are run properly and fairly. It is envisaged that the system will run automatically on a 24/7 basis and that it will only be manually operated by security personnel on race days.

**Site Visits:**

**Due to Covid-19 and ongoing restrictions, there will be no site visits on racecourses during the tender period. Tenderers are asked to utilise the maps available at Appendix 6 to familiarise themselves with the racecourse and stable yard layouts.**

**Should any further information be required, tenderers are asked to submit their queries via the eTenders query process.**

For a more detailed specification, tenderers are to refer to Appendix 5 Integrity Security System – Technical Requirements document.

Tenderers are required as part of their tender response to submit a completed compliance statement document contained in Appendix 8. Tenderer are required to state their level of compliance with the technical requirements and return this document as part of their response.

### 3. INSTRUCTIONS TO TENDERERS

#### 3.1 Compliance with Instructions to Tenderers

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

#### 3.2 Ambiguities, Discrepancies, Errors or Omissions in the Tender Document

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

#### 3.3 Queries

All queries regarding this competition should be submitted via the eTenders query process, clearly marked with the subject line 'QUERY – Provision of Integrity Security System'. The closing date for receipt of such queries is close of business on Monday 31<sup>st</sup> May 2021. The following additional conditions govern the submission of queries:

- (a) No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this Invitation to Tender. Any such approach may, at the absolute discretion of the Contracting Authority, result in the elimination of the tenderer in question from this process.
- (b) The Contracting Authority will endeavour to respond to all reasonable queries received but does not undertake to respond to all queries indiscriminately. In particular, queries seeking interpretation of this Invitation to Tender document may not result in a response.
- (c) In the event that a tenderer considers a query confidential or commercially sensitive, it must mark the query accordingly. If the Contracting Authority considers, at its absolute discretion, that the query or related response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be held as confidential, subject to the Contracting Authority's obligations under law.

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

#### 3.4 Qualification of Tenders

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

### 3.5 Tender Submission

The deadline date and time for receipt of tenders is Wednesday 9<sup>th</sup> June 2021 at 12.00 noon (local time). The completed tender submission, which is to include all information identified in the Checklist for Tender Submissions at the outset of this document, can be submitted as follows:

- Tender Submissions can be submitted via the electronic post-box available on [www.etenders.gov.ie](http://www.etenders.gov.ie). Please note that there is a maximum of 10MB for each document sent to the eTenders post-box. Tenderers are advised to allow for upload time. The Contracting Authority is not responsible for the corruption in electronic documents. It is the tenderers responsibility to ensure that the submitted electronic documents are not corrupt.

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

### 3.6 Extension of Tender Period

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

### 3.7 Notice of Addenda

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

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

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

### 3.9 Cost of Preparation of Tender Submissions

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

### 3.10 Clarification of Abnormally Low Tenders

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

### 3.11 Tender Validity Period

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

### 3.12 Currency

Tender prices and any other financial information must be submitted in Euro (€) only. All invoices and payments will be in Euro (€) only.

### 3.13 Confidentiality

The distribution of this Invitation to Tender document is for the sole purpose of obtaining tender submissions as referred to therein. The distribution of this document does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documentation provided in connection with this competition as private and confidential. Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from tenderers is not disclosed to third parties, subject always to its obligations under law.

In this regard, tenderers are asked to consider if any of the information supplied by them in response to this Invitation to Tender document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in a tender submission. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this Invitation to Tender or in the course of the framework awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, European Procurement Directives and all Irish procurement legislation and guidance. The Contracting Authority accepts no liability whatsoever in respect of any information provided that is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

### 3.14 Conflict of Interest

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

### 3.15 Tax Compliance

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

### 3.16 Insurances

The award of the framework agreement resulting from this competitive process will be contingent upon the successful tenderer's implementation of the forms and levels of insurance specified in the eligibility criteria associated with this competition. The continued operation of the framework entered into as a result of this competitive process will be contingent upon the successful tenderer maintaining the required forms and levels of insurance for the entire duration of the framework.

### 3.17 National Legislation

Tenderers are advised that national and EU legislation applies in respect of matters such as employment, working hours, official secrets, data protection and health and safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectorial agreements in preparing tenders. Moreover, tenderers are advised that the laws of Ireland will govern this competitive process. Both this competitive process and the resulting contract will be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish courts.

### 3.18 Determination of Responsiveness

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

### 3.19 Clarification of Tenders

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

### 3.20 Payment

The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is Electronic Funds Transfer. Therefore, in order to be set up on the Contracting Authorities payment system the

winning tender must provide bank details on bank headed paper detailing the following, name and address of account holder, IBAN and BIC. Electronic screen shots will not be considered. By submitting a tender the economic operator agrees to provide this information on request if successful.

### 3.21 Award to Runner-up

If, having entered into a contract as a result of this competitive process, the Contracting Authority deems that the successful tenderer cannot adequately deliver the required services, the Contracting Authority reserves the right during the tender validity period and for an additional 12 months after the tender validity period to award the contract to the next highest-scoring tenderer identified through the evaluation of tender submissions. This shall be without prejudice to the right of the Contracting Authority to terminate this competitive process at any time or to terminate the contract awarded as a result of this competition in accordance with agreed terms.

### 3.22 Interference

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

### 3.23 Prohibition on Canvassing

Any tenderer who, in connection with this competition,

- (a) offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or any person acting as an advisor to the Contracting Authority in connection with the competition; or
- (b) takes any step constituting a breach of the Prevention of Corruption Acts 1989 to 2010; or
- (c) canvasses any of the persons referred to in paragraph (a) above in connection with the competition; or
- (d) contacts any officer or employee of the Contracting Authority prior to the framework being awarded about any aspect of the competition in manner not permitted by this Invitation to Tender document

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

### 3.24 Prohibition on Collusion

Any tenderer who, in connection with this competition,

- (a) fixes or adjusts the amount or terms of his/her tender submission by or in accordance with any agreement or arrangement with any other tenderer (other than a member of his own grouping or consortium); or

- (b) enters into any agreement or arrangement with any other tenderer that he/she shall refrain from tendering or as to the amount or terms of any tender to be submitted; or
- (c) causes or induces any person to enter into such an agreement or arrangement as referred to in paragraphs (a) or (b) above; or
- (d) informs any tenderer of the amount, approximate amount or terms of any rival tender; or
- (e) canvasses any other tenderer in connection with this competition; or
- (f) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival tender submission; or
- (g) communicates to any person other than the Contracting Authority the amount or approximate amount or terms of his proposed tender submission (except in the event that such disclosure is made in confidence and is necessary for the preparation of the tender submission); or

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

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

### 3.25 Notification of Tender Evaluations

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

### 3.26 Changes in Law

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

### 3.27 Replacement Personnel

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

Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.



**3.28 Format of Response**

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

**3.29 Media**

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

**3.30 Credit Review**

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

## 4. EVALUATION OF TENDERS

### 4.1 Eligibility Criteria and Associated Rules

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

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

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

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

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

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

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

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

4.1(b) – INSURANCES		
INSURANCE	LEVEL	APPENDIX AT WHICH EVIDENCE IS ATTACHED
Employer's Liability	€13m in any one occurrence	<i>Insert</i>
Public & Products Liability	€6.5m in any one occurrence	<i>Insert</i>
Professional Indemnity* *=while a professional indemnity insurance is required, the exact level will be agreed with the successful tenderer.	Please specify limit of indemnity and confirm if "in Aggregate" or "any one occurrence"	<i>Insert</i>
ALTERNATIVELY		
Broker's letter indicating that the forms and levels of insurance required can be put in place if the tenderer is successful in this competition		<i>Insert</i>

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

- (c) Please provide appropriate certified evidence defining your turnover for each of the three previous financial years (2017, 2018, 2019 and 2020, if available).

4.1(c) – FINANCIAL CAPACITY	
TYPE OF CERTIFIED EVIDENCE PROVIDED	APPENDIX AT WHICH EVIDENCE IS ATTACHED
<i>Insert</i>	<i>Insert</i>

**RULE:** Tenderers must provide evidence that they attained a turnover of at least €500,000 in any one of the three previous financial years.

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

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

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

Appendix No. / Page	
---------------------	--

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

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

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

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

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

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

4.1(f) – PREVIOUS EXPERIENCE – PROJECT ONE			
Client Name:			
Client contact details:	Contact name:		
	Contact e-mail address:		
	Contact telephone number:		
Approx. annual value:			
Start date:		End date:	
1. Please outline the range of services carried out over the course of this contract.			
<p><i>Insert, expanding this table as necessary</i></p>			
2. Please indicate how the contract is comparable with the subject matter of this tender competition.			
<p><i>Insert, expanding this table as necessary.</i></p>			
3. Please detail how any urgent or ad hoc requests were dealt with (please include response times, locations etc)			
<p><i>Insert, expanding this table as necessary.</i></p>			

4.1(f) – PREVIOUS EXPERIENCE – PROJECT TWO			
Client Name:			
Client contact details:	Contact name:		
	Contact e-mail address:		
	Contact telephone number:		
Approx. annual value:			
Start date:		End date:	
1. Please outline the range of services carried out over the course of this contract.			
<p><i>Insert, expanding this table as necessary</i></p>			
2. Please indicate how the contract is comparable with the subject matter of this tender competition.			
<p><i>Insert, expanding this table as necessary.</i></p>			
3. Please detail how any urgent or ad hoc requests were dealt with (please include response times, locations etc.)			
<p><i>Insert, expanding this table as necessary.</i></p>			

- g) **Please attach a valid and current PSA license.**

**RULE:** Tenderers must provide a copy of their current PSA License.

- (h) **Please attach evidence of a third-party accredited quality policy of relevant scope or, alternatively, detail an internal quality assurance policy that is sufficiently rigorous to ensure the delivery of a high quality service for the duration of the framework.**

**RULE:** Tenderers must provide a copy of their quality accreditation or their internal quality assurance policy.

## 4.2 Award Criteria and Weightings

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

4.2 – AWARD CRITERIA, RULES AND WEIGHTINGS				
CRITERION		%	MAXIMUM SCORE ACHIEVABLE	MINIMUM SCORE REQUIRED
<b>A</b>	<b>Fitness for Purpose of Proposed Design and equipment</b>	<b>40%</b>	<b>4,000</b>	<b>N/A</b>
	A1 – Installation and Operational Requirements	4%	400	200
	A2 – Camera Specifications	6%	600	300
	A3 – Camera - Increased specifications	1%	100	N/A
	A4 – File Transfer to Storage	5%	500	250
	A5 – Access to File Storage Solution	2%	200	100
	A6 – Archive Solution	8%	800	400
	A7 – Access to Archival Storage	7%	700	350
	A8 – Live Feeds - Access and Equipment	5%	500	250
	A9 – Innovative Concepts	2%	200	100
<b>B</b>	<b>Proposed Resources and Communication</b>	<b>5%</b>	<b>500</b>	<b>N/A</b>
	B1 – Resource Allocation and Installation Schedule	3%	300	150
	B2 – Effective Communications	2%	200	100
<b>C</b>	<b>Contract Management Methodology and Warranty</b>	<b>5%</b>	<b>500</b>	<b>250</b>
<b>D</b>	<b>Ultimate Cost</b>	<b>35%</b>	<b>3,500</b>	<b>N/A</b>
<b>E</b>	<b>Spares Holding, Training and Documentation</b>	<b>10%</b>	<b>1,000</b>	<b>N/A</b>
	E1 – Spares Holding and Turnaround Time	3%	300	150
	E2 – Testing and Training	2%	200	100
	E3 – Documentation	5%	500	250
<b>F</b>	<b>Health and Safety</b>	<b>5%</b>	<b>500</b>	<b>250</b>
TOTALS		<b>100%</b>	<b>10,000</b>	

### ***Criterion A – Fitness for Purpose of Proposed Design and Equipment (40%)***

Tenderers are required to propose a solution that will meet or exceed the minimum requirements of the technical requirements document.

#### ○ ***Criterion A1 – Installation and Operational Requirements (4%)***

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 1.3 General, 1.3.1 - 1.3.5
- 1.4 General, 1.4.1 - 1.4.3
- 2.1 General, 2.2.1 - 2.2.9, 2.2.11
- 2.3.5 - 2.3.6



○ **Criterion A2 – Camera Specifications (6%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 2.3.1 General, 2.3.1, 2.3.4
- 2.4 General, 2.4.1 - 2.4.16
- 2.5 General, 2.5.1 - 2.5.8
- 3.1.2
- 3.2.8

○ **Criterion A3 – Camera - Increased specifications (1%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 2.6 General, 2.6.1 - 2.6.2.6

○ **Criterion A4 – File Transfer to Storage (5%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 1.2 General, 1.2.1 - 1.2.5
- 2.7.1 - 2.7.3

○ **Criterion A5 – Access to File Storage Solution (2%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 3.1 General, 3.1.1, 3.1.3 - 3.1.4

○ **Criterion A6 – Archive Solution (8%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 2.9.3 - 2.9.4, 2.9.6 - 2.9.9
- 3.2 General, 3.2.1 - 3.2.3.1, 3.2.5 - 3.2.8
- 3.3 General, 3.3.1 - 3.3.2
- 3.4 General, 3.4.1 - 3.4.7

○ **Criterion A7 – Access to Archival Storage (7%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 2.7 General, 2.7.2, 2.7.4 - 2.7.5
- 2.9.2

○ **Criterion A8 - Live Feeds - Access and Equipment (5%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 2.8 General, 2.8.1 - 2.8.2.8
- 2.9 General, 2.9.1, 2.9.4, 2.9.5

○ **Criterion A9 – Innovative Concepts (2%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 1.5 General. 1.5.1 - 1.5.2
- 3.4.8
- 4.12 General, 4.12.1 - 4.12.2

**Criterion B – Proposed Resources and Communication (5%)**○ **Criterion B1 – Resource Allocation and Installation Schedule (3%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 4.9 General, 4.9.1 - 4.9.2
- 4.10 General, 4.10.1
- 4.14 General, 4.14.1 - 4.14.2

○ **Criterion B2 – Effective Communications (2%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 4.5 General, 4.5.1 - 4.5.2, 4.5.4

**Criterion C – Contract Management Methodology and Warranty (5%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 2.2.10
- 4.1.2
- 4.2.1
- 4.4 General
- 4.5.3
- 4.6 General, 4.6.1 - 4.6.2
- 4.7 General, 4.7.1 - 4.7.3
- 4.9.3
- 4.10.2 - 4.10.3
- 4.11 General, 4.11.1, 4.11.5
- 4.12.3

**Criterion D - Ultimate Cost (35%)**

Tenderers are required to complete in full the Form of Tender contained in Appendix 1 and Appendix 9 – Pricing Schedule, outlining their financial proposal for the delivery of the required services. The Form of Tender contains full detail regarding the manner in which a single, notional ultimate cost figure will be arrived at for evaluation purposes. Scores will be allocated to financial proposals in accordance with the following methodology:

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

The tendered rates will be fixed for the duration of the single party framework.

**Criterion E – Spares Holding, Training and Documentation (10%)****○ Criterion E1 – Spares Holding and Turnaround Time (3%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 4.1 General, 4.1.1
- 4.11.2 - 4.11.4

**○ Criterion E2 – Testing and Training (2%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 4.2 General, 4.2.2
- 4.3 General, 4.3.1 - 4.3.2
- 4.8 General, 4.8.1 - 4.8.3

**○ Criterion E3 – Documentation (5%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 2.3.2 - 2.3.3, 2.3.5
- 3.2.4
- 4.8.4 - 4.8.5
- 4.15 General, 4.15.1 - 4.15.6
- 4.16 General, 4.16.1 - 4.16.14

**Criterion F – Health and Safety (5%)**

The responses to the following sections of the technical requirements document - Appendix 5 will be considered for the evaluation of this criterion:

- 5.1 General, 5.1.1 - 5.1.10
- 5.2 General, 5.2.1 - 5.2.6

**4.3 Minimum Qualitative Score Required**

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

The minimum rating of 'minimum mark' or 50% will be awarded to tenderers meeting all the minimum requirements detailed in section 4.2 of this document. Tender submissions that exceed the minimum requirement will receive proportionately higher scores.

**4.4 Verification and Clarification Meetings**

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

## APPENDIX 1 – FORM OF TENDER

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

**Contracting Authority:** Irish Horseracing Regulatory Board

**Competition:** Single Party Framework Agreement for the Provision of an Integrity Security System

**From:** \_\_\_\_\_

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

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

Tenderers are asked to fill out the pricing schedule in appendix 9.

The tab Summary Table will populate once all figures are included. Tenderers are asked to copy their final figures below.

Notional Ultimate Cost for Evaluation Purposes	
A - Subtotal of all 25 racecourses and networking items above (Ex VAT)	€0.00
B - Emergency Mobile Unit	€0.00
C - Extended warranty from 3 to 5 years	€0.00
D - Annual cost to maintain all equipment and provide a scheduled maintenance and callout services from year 5 to year 10	€0.00
<b>Notional Ultimate Cost for Evaluation Purposes (A + B + C + D)</b>	<b>€0.00</b>

**I/We confirm that I/we:**

- Will keep this offer open for acceptance by the Contracting Authority for a period of twelve months from the date of deadline for submission of tenders;
- Agree that you are not bound to accept the most economically advantageous tender or any tender you may receive;

- Have read and thoroughly examined the tender document and fully understand the tender document and the Contracting Authority's requirements;
- Undertake to treat the details of this invitation to tender document, the resulting tender submission and any subsequent clarifications as private and confidential;
- Acknowledge that acceptance by the Contracting Authority of a tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract has been established by the Contracting Authority;
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the contract;
- Have included everything necessary for the performance of the services required under the contract which are either expressly stated in the tender document or contained in any supplementary information or which could reasonably be inferred therefrom;
- Have found no errors, omissions, conflicts or ambiguities in the tender document, except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries;
- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force seven days prior to the deadline for receipt of tenders;
- Will not, if awarded the contract, employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age, etc., or source any part of any contract awarded under the contract in countries subject to official international trading sanctions.

<b>SIGNATURE</b>	<i>(Insert)</i>	<b>Date</b>	<i>(Insert)</i>
<b>Name</b>	<i>(Insert)</i>	<b>Position</b>	<i>(Insert)</i>
<b>Telephone</b>	<i>(Insert)</i>	<b>Email</b>	<i>(Insert)</i>

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

## APPENDIX 2 – DECLARATION OF BONA FIDES

<b>To:</b>	<b>Irish Horseracing Regulatory Board</b>
<b>From:</b>	<i>Insert</i>
<b>Competition:</b>	Single Party Framework Agreement for the Provision of an Integrity Security System

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

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or [Click here and insert name of entity].
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- (g) Is not in breach of its obligations relating to the payment of taxes or social security contributions.
- (h) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (i) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (j) Is not guilty of grave professional misconduct.
- (k) Has not entered into agreements with other economic operators aimed at distorting competition.
- (l) Is not aware of any conflict of interest due to its participation in the Competition.
- (m) Has not had any prior involvement in the preparation of the Competition.

- (n) Is not guilty of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- (o) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (p) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

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

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

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

<b>SIGNATURE</b>	<i>(Insert)</i>	<b>Date</b>	<i>(Insert)</i>
<b>Name</b>	<i>(Insert)</i>	<b>Position</b>	<i>(Insert)</i>
<b>Telephone</b>	<i>(Insert)</i>	<b>Email</b>	<i>(Insert)</i>

## APPENDIX 3 – FORM OF SELF-DECLARATION

SELF DECLARATION – SELECTION CRITERIA	
<b>To:</b>	Irish Horseracing Regulatory Board
<b>Competition:</b>	Single Party Framework Agreement for the Provision of an Integrity Security System
<b>Name of Organisation :</b>	<i>Insert</i>
<b>Address of Organisation:</b>	<i>Insert</i>
<b>Contact Person and Position:</b>	<i>Insert</i>
<b>Telephone Number:</b>	<i>Insert</i>
<b>E-mail Address:</b>	<i>Insert</i>
<b>Information regarding partnership or subcontracting arrangements.</b>	<i>Insert</i>
<b>4.1 (b) Insurances</b>	<b>Please confirm</b>
I confirm possession of the required forms and levels of insurance, and will provide insurance certificates as evidence of this fact promptly following receipt of a request from the Contracting Authority <b>or</b> I undertake to put the required forms and levels of insurance in place if successful in the competition, and will provide a broker's letter indicating my capacity to do so promptly following receipt of a request from the Contracting Authority.	<i>(Insert)</i>
<b>4.1 (c) Financial Capacity</b>	<b>Please confirm</b>
I confirm that I have adequate financial capacity to meet the turnover requirements specified in respect of Eligibility Criterion 4.1(c), and will provide appropriate evidence to this effect promptly following receipt of a request from the Contracting Authority	<i>(Insert)</i>
<b>4.1 (d) Tax Clearance</b>	<b>Please confirm</b>
I confirm that my tax affairs are up to date and that I am fully tax compliant, <b>or</b> I confirm that I have applied for a Tax Clearance Certificate, which will be made available promptly following receipt of a request from the Contracting Authority	<i>(Insert)</i>
<b>4.1 (e) Declaration of Bona Fides</b>	<b>Please confirm</b>
I confirm that I fully meet the requirements as set out the Declaration of Bona Fides as set out in Appendix 2 of this document and will promptly supply a signed copy following receipt of a request from the Contracting Authority.	<i>(Insert)</i>
<b>4.1 (f) Previous Experience</b>	<b>Please confirm</b>
I confirm that I have delivered 2 projects of a similar nature and scale within the past 3 years and will promptly supply sufficiently annotated details following receipt of a request from the Contracting Authority.	<i>(Insert)</i>
<b>4.1 (g) PSA License</b>	<b>Please confirm</b>
I confirm that I will promptly supply a copy of our organisations PSA license following receipt of a request from the Contracting Authority	<i>(Insert)</i>
<b>4.1 (h) Quality Assurance</b>	<b>Please confirm</b>



I confirm that I will promptly supply a copy of our organisations third-party accredited quality policy of relevant scope or, alternatively, must detail an internal quality assurance police that is sufficiently rigorous to ensure the delivery of a high quality service for the duration of the framework.

*(Insert)*

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

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

<b>SIGNATURE</b>	<i>(Insert)</i>	<b>Date</b>	<i>(Insert)</i>
<b>Name</b>	<i>(Insert)</i>	<b>Position</b>	<i>(Insert)</i>
<b>Telephone</b>	<i>(Insert)</i>	<b>Email</b>	<i>(Insert)</i>

## APPENDIX 4 – DRAFT TERMS AND CONDITIONS OF THE FRAMEWORK AGREEMENT

Single Party Framework Agreement for the Provision of [XXXX]

Single Party Framework Agreement for the Provision of [XXXX]

### Parties

- (1) Horse Racing Ireland and any of its Affiliates  
(Hereinafter referred to as the 'Contracting Authority')
- (2) [insert service provider name]  
(the "Framework Operator" or "Operator")

### 1. Background

- 1.1 The Contracting Authority has conducted a tender competition for the establishment of a Single-Party Framework Agreement for the provision of [XXXX]
- 1.1.1 The Framework Agreement was advertised via eTenders on [insert place of advertisement].
- 1.1.2 The open procedure was used and an Invitation to Tender was issued with a tender submission deadline of [insert date].
- 1.1.3 Following evaluation of its Tender against the published award criteria, the Framework Operator is now appointed as the single operator under this Framework Agreement.

### 2. Definitions

- 2.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
- 2.2 "Business Day" means a day (except Saturday or Sunday) on which banks in Ireland are generally open for business;
- 2.3 "Contract" means a contract falling within the advertised scope of this Framework Agreement, constituting a defined and agreed piece of work to be performed by the Framework Operator;
- 2.4 'Commencement Date' means [insert date];

- 2.5 "*Confidential Information*" means any information of a confidential or proprietary nature, including (but not limited to) any material information concerning any matters affecting or relating to the business of either Party including, without limitation to the generality of the foregoing, the names of any of its customers, products, financial records, services, research, databases, trade secrets, secret or confidential operations/processes, computer software and source/object code, business or marketing plans, the prices it obtains or has obtained or at which it sells or has sold its Services;
- 2.6 "*Data Protection Legislation*" means all laws relating to the processing of personal data, privacy and security, including, without limitation, the EU Data Protection Directive 95/46/EC, the Irish Data Protection Acts, 1988 to 2018 (as may be amended from time to time), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. No 336 of 2011) and the General Data Protection Regulations (EU) 2016/679 ("GDPR") together with equivalent legislation of any other applicable jurisdiction, delegated legislation of other national data protection legislation, and all other applicable law, regulations and approved codes of conduct, certifications, seals or marks in any relevant jurisdiction relating to the processing of personal data including the opinions, guidance, advice, directions, orders and codes of practice issued or approved by a data supervisory authority or the Article 29 Working Party or the European Data Protection Board, in each case as amended, supplemented or substituted from time to time;
- 2.7 "*Extended Term*" shall have the meaning ascribed to it in clause **Error! Reference source not found.**;
- 2.8 "*Framework Agreement*" means these terms and conditions, including the Schedules hereto;
- 2.9 "*Framework Term*" means the period in years set out in clause **Error! Reference source not found.** including the Initial Term and any Extended Term;
- 2.10 "*Invitation to Tender*" means the tender document issued by the Contracting Authority on [insert place of advertisement].
- 2.11 "*Initial Term*" shall have the meaning ascribed to it in clause **Error! Reference source not found.**;
- 2.12 "*IPR*" means all intellectual property rights including without limitation patents, (including utility models and inventions), trade marks (including service marks, trade names and business names), design rights, copyright and related rights (including rights in respect of software), internet designations (including domain names), moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, Confidential Information and trade secrets for the full term of such rights and including any

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

- 2.13 *"Items"* means any of the items included in the Form of Tender or Pricing Schedules issued with the Invitation to Tender, the completed versions of which are set out in Schedule 1 of this Framework Agreement;
- 2.14 *"Price"* means the amount in Euro chargeable by the Framework Operator in respect of any Item or any Services purchased by the Contracting Authority which are, except where agreed in writing by the Contracting Authority, inclusive of all costs of administration, packaging, delivery, insurance, transportation, taxes, tariffs, customs charges and all other costs and expenses.
- 2.15 *"Request for Supplementary Tender"* means a document issued by the Contracting Authority at any point during the Framework Term requesting a proposal for the provision of Services;
- 2.16 *"Service Level Agreement"* means the Service Level Agreement as set out in Schedule 5;
- 2.17 *"Services"* means the services set out in Schedule 4;
- 2.18 *"Supplementary Tender"* means the written submission of the Framework Operator in response to a Request for Supplementary Tender;
- 2.19 *"Tender"* means the submission of the Framework Operator in response to the Invitation to Tender together with any clarifications, additions or amendments accepted by the Contracting Authority;
- 2.20 *"Tender Documentation"* means the Invitation to Tender, any Request for Supplementary Tender, any Supplementary Tender and the Tender;
- 2.21 *"Term"* shall have the meaning ascribed to it in Schedule 1.

### **3. Appointment of Framework Operator**

- 3.1 In consideration of payment by the Contracting Authority of good and valuable consideration, receipt of which is hereby acknowledged, the Framework Operator accepts its appointment under the terms and conditions of this Framework Agreement.
- 3.2 Appointment to this Framework Agreement does not entitle the Operator to be consulted in respect of, or awarded, any Contract during the Framework Term. The Contracting Authority may at its sole discretion choose not to enter into any Contracts falling within the scope of this Framework Agreement, or to terminate the Framework Agreement in accordance with clause **Error! Reference source not found.8.**

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

#### 4. Term of Framework Agreement

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

#### 5. Scope of Framework Agreement

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

#### 6. Award of Contracts

- 6.1 Contracts under this Framework Agreement may be awarded either on foot of the Invitation to Tender or on foot of a Request for Supplementary Tender in accordance with the procedure set out in clause **Error! Reference source not found.**

#### 7. Procedure for Supplementary Tenders

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

- 7.1.1 The Contracting Authority will issue a Request for Supplementary Tender to the Framework Operator in writing, specifying which award criteria will apply in respect of the Supplementary Tender.
- 7.1.2 The Contracting Authority shall specify the scope of the Supplementary Tender, and in particular whether the applicable terms and fees will be determined by reference to the Tender or, where relevant, the Supplementary Tender.
- 7.1.3 The Contracting Authority shall fix a deadline for the receipt of the Supplementary Tender taking into account the complexity of the Contract and the time needed to prepare an appropriate proposal.
- 7.1.4 Following evaluation of the Supplementary Tender, the Contracting Authority shall determine whether it meets the minimum requirements under the stated award criteria and whether a Contract will be awarded.
- 7.2 The Contracting Authority shall not be responsible for any costs incurred by the Framework Operator in the preparation of a Supplementary Tender, including related site visits.
- 7.3 The Contracting Authority shall not be obliged to award any Contract on foot of a Request for Supplementary Tender and may terminate the award procedure at any time at its sole discretion.

## **8. Conditions for Award of Contracts**

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

## **9. Pricing**

- 9.1 The maximum Price chargeable in respect of all Items contracted during Initial Term of the Framework Term shall be that set out in the Form of Tender or Pricing Schedules submitted as part of the Tender appended at Schedule 1 of this Framework Agreement. Following the expiry of the Initial Term, the maximum Price chargeable will be adjusted for inflation on each annual anniversary of the Commencement Date of the framework. This adjustment shall be in accordance (whether positive or negative) with the CPI index.
- 9.2 The Contracting Authority may seek, or the Framework Operator may offer, a lower Price at any time during the Framework Term. In particular, where a given Item or Service is being offered to other purchasers at a lower Price, the Contracting Authority may request adjustment of the Pricing

Schedules or Form of Tender to reflect this. The Contracting Authority may reject any aspect of a Supplementary Tender on the grounds that the Price offered is not acceptable.

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

## **10. Personnel**

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

## **11. Obligations of Framework Operator**

- 11.1 The Framework Operator is required to inform the Contracting Authority of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Operator and the Contracting Authority or employees of the Contracting Authority or their relatives must be communicated to the Contracting Authority immediately. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and the Second Schedule of the Ethics in Public Office Act, 1995.
- 11.2 The Framework Operator is required to maintain, as a minimum, the forms of insurance set out in Schedule 2. This may be subject to revision during the Framework Term, in which case the Contracting Authority shall notify the Framework Operator of the revised requirements and allow thirty (30) days for the provision of evidence that the required policies are in place.
- 11.3 The levels of insurance required in respect of individual Contracts may vary, in which case the Contracting Authority shall notify the Framework Operator of the required levels of insurances in the relevant Request for Supplementary Tender or at the earliest opportunity.
- 11.4 The Framework Operator shall maintain in its possession a valid Tax Clearance Certificate issued by the Irish Revenue Commissioners throughout the Framework Term and for the duration of any Contract.
- 11.5 The Framework Operator shall retain a copy of its signed Declaration under Article 57 of Directive 2014/24/EU included as Schedule 3 of this Framework Agreement. If at any point during the Framework Term or during the lifetime of a Contract the Operator becomes aware of circumstances that might affect the validity of any of the statements in its Declaration, it shall notify the Contracting Authority in writing of such circumstances at the earliest possible opportunity.

- 11.6 The Framework Operator shall not give, provide or offer to any staff or agent of the Contracting Authority a loan, fee, reward, gift, advantage, benefit or other payment during the Framework Term as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Framework Agreement or any Contract.
- 11.7 The Framework Operator shall not assign the benefit of its appointment under this Framework Agreement, or under any Contract, or any part thereof without the written permission of the Contracting Authority.

## 12. Confidentiality

- 12.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Framework Agreement. A Party's Confidential Information shall not be deemed to include information that:
- 12.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;
  - 12.1.2 was in the other Party's lawful possession before the disclosure;
  - 12.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure.
- 12.2 Subject to clause **Error! Reference source not found.**, each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Framework Agreement.
- 12.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Framework Agreement.
- 12.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause **Error! Reference source not found.**, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 12.5 Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.



- 12.6 The Operator acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Contracting Authority's Confidential Information.
- 12.7 No Party shall make, or permit any person to make, any public announcement concerning this Framework Agreement or refer to this Framework Agreement in any publicity or advertising material without the prior written consent of the other Party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 12.8 Each Party shall notify the other Party if any of its staff connected with the provision or receipt of the Services become aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other Party, in connection with any enforcement proceedings which that other Party may elect to bring against any person.
- 12.9 The Operator shall, promptly (and in any event within 7 days of the termination or expiry of this Contract), deliver up to the Contracting Authority all documents and other materials in the possession, custody or control of the Operator that bear or incorporate any part of the Contracting Authority's Confidential Information.
- 12.10 Subject to clause **Error! Reference source not found.** each of the Parties agrees to hold Confidential Information received, provided or obtained arising from their participation in this Framework Agreement and shall not disclose same to any third party except to its employees, officers or professional advisers for the purposes of carrying out obligations under the Framework Agreement, or as may be required by law.
- 12.11 This Framework Agreement is subject to the provisions of the Freedom of Information Act 2014. In the event either Party receiving a request for information related to this Contract, that Party shall consult with the other Party in respect of the request. The other Party shall identify any information that is not to be disclosed on grounds of commercial sensitivity, and shall state the reasons for this sensitivity. The Party will consult the other Party about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.
- 12.12 The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such obligations.
- 12.13 The above provisions of this clause **Error! Reference source not found.** shall survive termination of this Framework Agreement, however arising.

### 13. Intellectual Property<sup>1</sup>

- 13.1 All IPRs in any Items produced for the purposes of this Framework Agreement shall vest in the Contracting Authority and the Operator so acknowledges and confirms.
- 13.2 The Contracting Authority and its licensors shall retain ownership of all the Contracting Authority's IPRs.
- 13.3 To the extent that any IPRs do not vest in the Contracting Authority pursuant to clause **Error! Reference source not found.** the Operator grants the Contracting Authority a perpetual fully paid-up, worldwide, non-exclusive, transferable, royalty-free, sub-licensable licence to copy and modify the Operator's IPRs for the purpose of receiving and using the Services.
- 13.4 The Operator shall indemnify the Contracting Authority against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Contracting Authority arising out of or in connection with any claim brought against the Contracting Authority for actual or alleged infringement of a third party's rights (including any IPRs) arising out of, or in connection with, the receipt, use or onward supply of the Services by the Contracting Authority and its licensees and sub-licensees. This clause **Error! Reference source not found.** shall survive termination of the Contract.

### 14. Data Protection

- 14.1 All terms in this clause **Error! Reference source not found.** including "data controller", "data processor", "processing", "personal data", "data protection impact assessment", "data subject", "data subject request" and "data supervisory authority" have the meaning given to them in the GDPR.
- 14.2 With respect to the rights and obligations of each Party under this Framework Agreement, the Parties agree that, to the extent the Contracting Authority is the data controller and the Operator is the data processor of the personal data, the provisions of this clause 14.2 apply. . The particulars of the processing are set out in Schedule 6:

<sup>1</sup> Intellectual Property provisions should always be carefully considered depending on the Services provided.

- 14.2.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 14.2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 14.2.2 To the extent that the performance of the Services by the Operator involve the processing of personal data, the Operator agrees and warrants that:
- (a) it shall only process personal data for the purposes of performing this Framework Agreement in accordance with the written instructions of the Contracting Authority or as otherwise notified by the Contracting Authority to the Operator from time to time;
  - (b) it shall ensure that persons authorised to process personal data are subject to obligations of confidentiality, no less strict than the provisions of clause 12, in relation to such personal data;
  - (c) it complies with and will continue to comply with its obligations as a data processor and its obligations in respect of personal data under this Framework Agreement;
  - (d) it will not do or permit anything to be done which might cause the Contracting Authority to be in breach of the Data Protection Legislation;
  - (e) as personal data are confidential in nature, it shall, unless otherwise directed in writing by the Contracting Authority:
  - (f) process personal data on behalf of the Contracting Authority exclusively for the performance of the Services and the provisions of this Framework Agreement but for no other purposes whatsoever;
  - (g) take reasonable steps to ensure that neither the Operator nor any of its employees, agents or temporary contractors or any sub-processor (where permitted) alter, copy, store, publish, disclose or divulge personal data except as necessary for the performance by the Operator of its obligations under this Framework Agreement or as directed in writing to do so by the Contracting Authority;
  - (h) ensure (and procure that its employees, agents and temporary contractors and any sub-processor ensure) that the processing of personal data takes place exclusively in the EEA or in a jurisdiction or territory providing "adequate" data

protection as approved by the European Commission in a decision taken in accordance with Article 45 of the GDPR and that no transfer or access to or other processing of personal data to/from any other jurisdiction or territory occurs or is permitted without the prior written and explicit authorisation of the Contracting Authority (in each case) and then only in a manner which is compliant with Data Protection Legislation applicable to the Contracting Authority;

- (i) assist the Contracting Authority as reasonably required in a timely manner where the Contracting Authority conducts a data protection impact assessment and, where necessary, assist the Contracting Authority with any prior consultations, investigations or audits conducted by a data supervisory authority or any other applicable regulatory authority to the extent necessary (including, without limitation, the preparation or provision of supporting documentation to be submitted to the relevant data supervisory authority);
- (j) immediately and without undue delay (but in any event within 24 hours of becoming aware of it) notify the Contracting Authority in writing of any suspected, potential or actual data incidents, including any suspected, alleged, potential or actual unauthorised disclosure, loss, destruction, compromise, damage, alteration, access or theft of personal data or any incident or set of events which may give rise to a personal data breach.

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

- (a) promptly notify and assist the Contracting Authority in relation to any legally binding request for disclosure of personal data by a law enforcement or other applicable authority unless otherwise prohibited by the applicable laws and regulations;
- (b) promptly notify and assist the Contracting Authority in fulfilling its obligations to all data subject requests by notifying the Contracting Authority about any data subject requests received directly from, or rights exercised by, data subjects without responding to that request;
- (c) assist the Contracting Authority in taking any actions deemed necessary or appropriate to deal with complaints or allegations of or in connection with a failure to comply with the Data Protection Legislation; and

- (d) promptly notify the Contracting Authority prior to carrying out any instruction from the Contracting Authority if, in the Operator's opinion, such instruction is likely to result in processing that is in breach of the Data Protection Legislation;
- (e) upon giving the Operator reasonable notice, allow the Contracting Authority to carry out an audit or inspection in relation to the processing of personal data by the Operator in order to satisfy itself that the Operator is complying with the Data Protection Legislation in respect of the Services.

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

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

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

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

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

14.3.2 The Operator shall:

- (a) comply with all obligations as required under Data Protection Legislation;
- (b) ensure that transfers of personal data to an appointed sub-processor are subject to written contractual obligations concerning personal (including obligations of confidentiality) which are no less onerous than those imposed by this Framework Agreement; and
- (c) at the written direction of the Contracting Authority, delete or return personal data shared under this Framework Agreement and copies thereof to the Contracting Authority on termination of this Framework Agreement unless required by law to store the personal data.

## **15. Review Meetings**

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

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

15.3 In the event that an amendment to the Framework Agreement or relevant Contract is not agreed in writing between the Parties within sixty (60) days' following the date of the written notice to enter into negotiations referred to in clause 15.2, the Contracting Authority shall be entitled to

terminate the Framework Agreement or relevant Contract on written notice to the Operator immediately and without liability.

**16. NOT USED**

**17. Conflict**

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

**18. Termination of Appointment**

- 18.1 Without prejudice to any other rights or remedies to which it may be entitled, the Contracting Authority shall be entitled to terminate the appointment of the Framework Operator forthwith and without liability by giving three (3) months written notice to the Operator or if:
- 18.1.1 The Operator commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;
  - 18.1.2 The Operator fails to perform any obligation or responsibility under this Framework Agreement or a Contract concluded under the Framework Agreement either at all or to a standard that the Contracting Authority, acting reasonably, considers satisfactory and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Contracting Authority requiring the Operator to do so;
  - 18.1.3 The Operator's performance of an obligation under a Contract is not in accordance with the terms of this Framework Agreement, including its Schedules, or any agreed Service Level Agreement, or fails to meet any standard prescribed by law;
  - 18.1.4 Any person employed by the Operator or acting on its behalf offers or appears to offer a corrupt gift or inducement, whether with or without the knowledge of the Operator;
  - 18.1.5 The Operator convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;
  - 18.1.6 The Operator ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law;

- 18.1.7 The Operator is unable to pay its debts within the meaning of Section 570 of the Companies Act, 2014 or any analogous provision of law;
- 18.1.8 An order is made or an effective resolution is passed for the winding up of the Operator's company other than for the purpose of a restructuring the terms of which have been agreed by the Contracting Authority;
- 18.1.9 A petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Operator's company;
- 18.1.10 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Operator;
- 18.1.11 The Contracting Authority reasonably believes that any of the events mentioned above is about to occur in relation to the Operator and notifies the Operator;
- 18.1.12 The Operator has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this Framework Agreement or the relevant Contract;
- 18.1.13 Any representation made by the Operator in connection with this Framework Agreement or a Contract shall in the opinion of the Contracting Authority prove to be untrue or incorrect in a material respect as of the date when made;
- 18.1.14 Any event analogous to those contemplated in clauses **Error! Reference source not found.** through **Error! Reference source not found.** occurs to the Operator within the laws of any other jurisdiction.
- 18.2 The Framework Operator shall not be entitled to any additional amounts or compensation and will have no claim for damages or otherwise against the Contracting Authority as a result of the termination of its appointment in accordance with this clause.

## **19. General**

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



**20. Force Majeure**

- 20.1 Neither Party shall be in breach of this Framework Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Framework Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 weeks, the Party not affected may terminate this Framework Agreement by giving 30 days' written notice to the affected Party.

**21. Severance**

- 21.1 If any provision or part-provision of the Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the Framework Agreement.
- 21.2 If any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**22. Counterparts**

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

**23. Notices**

- 23.1 Any notice or other document to be given under this Framework Agreement or any relevant Contract shall be in writing and shall be deemed to have been duly given if left at or sent:
- 23.1.1 by hand; or
  - 23.1.2 delivered by personal delivery or reputable commercial courier (e.g. FedEx); or
  - 23.1.3 electronic mail, confirmed by personal delivery or reputable commercial courier (e.g. FedEx).

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

For the Contracting Authority:

Address:

Email: [Procure@HRI.ie](mailto:Procure@HRI.ie)

Facsimile: [XXX]

Tel: [XXX]

For the Framework Operator:

Address: [XXX]

Email: [XXX]

Facsimile: [XXX]

Tel: [XXX]

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

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

- 24.1 This Framework Agreement and any dispute in relation to its subject matter or formation (including any non-contractual disputes or claims) shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes or claims arising out of or in connection with this Framework Agreement, its subject matter or formation (including non-contractual disputes or claims).

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

SIGNATURES

SIGNED for and on behalf of Framework Operator by:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

SIGNED for and on behalf of the Contracting Authority by:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

#### **Schedule 1 – Pricing / Term / Form of Tender**

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

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

[insert Form of Tender]

[insert Term]

#### **Schedule 2 – Forms and Levels of Insurance**

[insert Forms and Levels of Insurance]

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

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

#### **Schedule 4 – Specification of Services**

The Services shall include but are not limited to:

[Contracting Authority to provide list of Services expected to be provided]<sup>3</sup>

#### **Schedule 5 – Service Level Agreement**

[insert Service Level Agreement]

<sup>2</sup> Fees and payment conditions to be confirmed.

<sup>3</sup> To be confirmed.

Schedule 6 – Data Processing Details

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

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

[INSERT]

*General description of contract and how personal data is used*

2. **Duration of the processing:**

[INSERT]

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

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

[INSERT]

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

[INSERT ANY OTHER SPECIFIC RESTRICTIONS ON PROCESSING].]

**Type of Personal Data:**

[INSERT]

*e.g. name, contact details, transaction history*

## **APPENDIX 5 – TECHNICAL REQUIREMENTS DOCUMENT**

*Refer to document – Appendix 5 Technical Requirements*

## **APPENDIX 6 – MAP OF RACECOURSES AND STABLEYARDS**

*Refer to document – Appendix 6 Map of Racecourses and Stableyards*

## **APPENDIX 7 – FIXTURES LIST**

*Refer to document – Appendix 7 Fixtures List*

## **APPENDIX 8– TECHNICAL COMPLIANCE STATEMENT**

*Refer to document – Appendix 8 Technical Compliance Statement – Tenderer are to complete document and return as part of their tender submission.*

## **APPENDIX 9– PRICING SCHEDULE**

*Refer to spreadsheet – Appendix 9 Pricing Schedule – Tenderer to complete all tabs of the Pricing Schedule and return*