



An Roinn Sláinte
Department of Health

Request for Quote

Appointment of Provider of Services

to

Evaluation of National Drugs Strategy, 'Reducing Harm, Supporting Recovery 2017-2025'

for

the

Department of Health

17/10/2024

In line with National guidance on below EU threshold procurement the Department of Health intends to conduct less formal procedures whereby contracts for services with an estimated value between €5,000 and €50,000 (exclusive of VAT) can be awarded on the basis of responses to written specifications. This Request for Quote (RFQ) is to be used to fulfil this type of procurement only.

The Department of Health invites tender proposals for the services described below. It is intended to commence the work in **end November 2024, see section 2 specification below for more details.**

1. BACKGROUND

National Drugs Strategy 2017-2025

- The Government's strategic response to addressing drug and alcohol use in Ireland is set out in Reducing Harm, Supporting Recovery – a health led response to drug and alcohol use in Ireland 2017-2025.
- This Strategy promotes a healthier and safer Ireland, where public health and safety is protected, and the harms caused to individuals, families and communities through substance misuse are reduced. The values that underpin the strategy include, compassion, respect, equality, and inclusion.
- This strategy contained a 50-point action plan with integrated actions and holistic interventions up to 2020.
- Lead departments/agencies for each action and sub-action contained in the strategy reported on the work undertaken during 2020 and provided their assessment of the progress in delivering on the actions over the period from 2017 to 2020.
- Analysis indicated that 25 actions have been delivered upon, either completely or broadly on track. A further 20 actions were progressing but with a minor or major delivery issue.

Mid-term Review 2020

- The strategy also provided the opportunity for the development of further actions from 2021 to 2025 to address needs that may have emerged later in the lifetime of the strategy.
- As such, the department completed a mid-term review of the actions in the strategy, in consultation with stakeholders. The review provided an opportunity to reflect on
 - progress in implementing the strategy from 2017 to 2020,
 - progress achieved to-date under the action plan,
 - to identify any new issues that have arisen since the strategy was launched including the impact of COVID-19
 - to consider the development of new actions for the remainder of the strategy to address emerging needs and challenges.
- The [Mid Term Review](#), identified six strategic priorities identified to strengthen the implementation of the national drugs strategy for the period 2021-2025.
- The priorities are designed to strengthen the health-led approach to drugs, reflect commitments in the Programme for Government and align with the EU Drugs Strategy & Action Plan. By having a few key strategic priorities, supported by relevant actions, we can provide greater coherence to the strategy and facilitate cross-pillar and cross-government coordination.
- The strategic priorities are:
 1. strengthen the prevention of drug and alcohol use among children and young people,

2. enhance access and delivery of drug and alcohol services in the community,
3. develop harm reduction responses and integrated care pathways for high-risk drug users to achieve better health outcomes;
4. address the social determinants and consequences of drugs use in disadvantaged communities,
5. promote alternatives to coercive sanctions for drug-related offences,
6. strengthen evidence-informed and outcomes-focused practice, services, policies and strategy implementation.

Strategic Action Plan 2023-2024

- The strategic action plan 2023-2024 under the national drugs strategy was published in June 2023 [here](#).
- A new action plan it has a total of 34 actions, aligned to the 6 strategic priorities.
- It was developed by strategic implementation groups reporting to the National Oversight Committee.
- The membership of the groups comprised of representatives from Government departments and agencies, drug and alcohol taskforces and civil society, with an independent chairperson
- To further support the implementation of the NDS, the Department of Health initiative an audit drug and alcohol services, to include a map of existing services.
- Progress on implementation of the actions is reported on a quarterly basis, updates can be viewed [here](#).

Governance structures for the national drugs strategy

- The [National Oversight Committee](#) meets quarterly to give leadership and direction to support implementation of the national drugs strategy. The committee is chaired by the Minister for State with responsibility for the National Drugs Strategy.
- This committee's responsibilities include:
 - to give leadership, policy direction, prioritisation and mobilisation of resources to support the strategic implementation groups.
 - to measure performance in order to strengthen the delivery of drugs initiatives and to improve the impact on the drug problem.
 - to monitor the drugs situation and ensure that the lessons drawn from evidence and good practice inform the development of policy and initiatives to address the drug problem oversee.
 - to ensure good governance and accountability by all partners involved in the implementation of the National Drugs Strategy
 - to oversee early warning and emerging needs and research sub-committees
- Six strategic implementation groups (SIGs) report to the national oversight committee. The membership of the groups comprised of representatives from Government departments and agencies, drug and alcohol taskforces and civil society, with an independent chairperson. The chairs are members of the NOC.
- Independent leadership has been provided to ensure the accountability of all stakeholders. These independent chairs were appointed to bring impartiality, insight and experience in addressing the challenges of drug and alcohol use.

- The SIGs reflect the partnership approach and give a stronger voice to civil society by broadening and deepening the involvement of community and voluntary groups in the implementation of the strategy.
- The Department of Health provides the secretariat for the NOC. Its remit is to provide objective and informed analysis and advice to the NOC.
- Government oversight of the national drugs strategy is via the Minister of State for the National Drugs Strategy in the Department of Health. The Minister and the Department report to the Cabinet Committee on Social Affairs and Public Services.

Expenditure on the national drugs strategy

- There is no centrally held or ring-fenced budget allocated to the national drugs strategy. Instead, delivery of the strategy is funded by individual government departments securing the budget for the activities for which it is responsible and has committed to deliver. Government departments negotiate their budgets as part of the annual budgetary process.
- Expenditure on the strategy includes both labelled and unlabelled expenditure. Labelled expenditure refers to planned spending targeted at drug or alcohol issues (e.g. treatment of addiction), usually reported as such in public accounts.
- Data on labelled expenditure is reported by the Health Research Board in the [Annual report on the drugs situation](#) in Ireland, using common data-collection standards and tools, as determined by the EU Drugs Agency (see below). Total labelled expenditure for 2022 was €255 million.
- In 2021, IGESS staff in the Departments of Health and Public Expenditure and Reform published a [focused policy assessment](#) of expenditure on the national drugs strategy.
- The report profiles labelled drug expenditure, characterises for the first-time unlabelled expenditure on drugs, including lost productivity costs due to drug use, and assesses the performance of the strategy in terms of inputs, outputs and outcomes.
- The findings of the report indicate that unlabelled expenditure and productivity costs contribute significantly to the overall economic burden of problem drug and alcohol use and are an important component (alongside labelled expenditure) of any examination of the value of policies to address problematic drug and alcohol use.

EU Drugs Strategy and Action Plan

- Ireland, through its membership of the European Union, works with other member states to implement the EU drugs strategy and action plan.
- The EU Drugs Strategy and Action Plan was prepared and published in 2020/2021 by EU member states. Implementation of the strategy is overseen by the [Horizontal Working Party on Drugs \(HDG\)](#). The HDG is responsible for leading and managing the Council of the European Union's work on drugs. It performs both legislative and general policy work in two main areas: drug supply reduction and drug demand reduction. This work has three cross-cutting themes: coordination, international cooperation, and research, monitoring and evaluation.
- The EU has established the EU Drugs Agency (formerly the EMCDDA) to support the work of EU member states on drug issues. The agency has an enhanced mandate to address current and future challenges related to illicit drugs and to develop and promote evidence-based interventions and best practices.

- The EU Drugs Agency coordinates an EU network of national focal points, that act as monitoring centres gathering and analysing drug-related information.

International cooperation on drugs

- Ireland participates in structures for international cooperation on drugs – the British-Irish Council and the Council of Europe.
- The British-Irish Council has a dedicated work sector on drugs involving eight administrations, including Ireland and Northern Ireland. There are many common drug issues across the member administrations. One recent example is the emergence of synthetic opioids. These drugs are extremely potent and greatly increase the risk of drug overdose. Sharing information about the public health response to the threat of synthetic opioids is vital for drugs policy.
- Another international forum is the Pompidou group under the Council of Europe, which supports drugs policy from a human rights perspective. An example of its work is the publication of a handbook on implementing a gender approach in drug policies: prevention, treatment and criminal justice, of which Ireland was a key author.

The Department of Health

The Department of Health's mission is to support, protect and empower individuals, families and their communities to achieve their full health potential by putting health at the centre of public policy and by leading the development of high quality, equitable and efficient health and personal social services.

The Department of Health's [Statement of Strategy for 2023-2025](#) will support the Department in achieving its Vision for a healthier Ireland, with improved health and wellbeing for all, and with the right care delivered in the right place at the right time.

This Statement of Strategy will guide the work of the Department via five overarching priorities:

1. Pandemic preparedness and the promotion of public health
2. Expand and integrate care in the community
3. Make access to healthcare fairer and faster
4. Improve oversight and partnership in the sector
5. Become an organisation fit for the future

Under the third priority, 'Make access to healthcare fairer and faster' the key commitment relevant to this work is to 'improve access to care for substance users and socially excluded groups -including Travellers, Roma, people who are homeless, asylum seekers, refugees and people who use drugs.'

The Drugs Policy Refugee, and Inclusion Health Unit in the Department of Health has the following objectives:

- Lead the Dept's policy on illicit drugs and funding of services for drug and alcohol use;
- Coordinate the implementation of the national drugs strategy with other departments, agencies and community and voluntary groups;

- Lead the Dept's response to the health needs of socially excluded groups identified in cross-departmental strategies, including people who are homeless, the Traveller and Roma communities, international protection applicants, and people who use drugs and alcohol.

The Dept works closely with the other government departments (Children, Education, Housing, Justice, and the Taoiseach) and state agencies, including the HSE, to implement the strategy.

2. SPECIFICATION OF REQUIREMENTS

2.1 Evaluation of the national drugs strategy should include the following four domains.

- 1. The impact of the national drugs strategy, in relation to**
 - Its objective of a public health and a whole of Government response to drug and alcohol use.
 - Achievements in relation to its goals, strategic priorities and strategic action plans.
- 2. The effectiveness of the governance and coordination structures of the strategy, including**
 - National Oversight Committee and Strategic Implementation Groups.
 - The contribution of stakeholders, including civil society and drug and alcohol task forces.
 - The coordination of the implementation of the strategy.
 - Reporting and oversight of the strategy by government.
- 3. The performance of the strategy against key outcome indicators, including**
 - the prevalence of drug use,
 - the demand for drug services,
 - the extent of drug-related harms and
 - the impact of drugs on families, communities and society.
- 4. The coherence and synergies between the national strategy and relevant international responses, including**
 - the EU drugs strategy and action plan
 - the EU Drugs Agency
 - the Pompidou Group and
 - the British Irish Council.

A final report will address each of the items above and will also make evidence-based recommendations for the design and governance of the new national drugs strategy. It is intended that a draft of the new strategy is finalised by quarter 1, 2025.

The evaluation should be conducted using a mixed methods approach. There are published data on the 34 actions in the current strategic action plan. Similarly, the mid-term review can be used to

review progress on the original 50 actions. The HSE collates data on demand for drug treatment services and drug-induced deaths, with regular annual reports. Both the national drug and alcohol survey and the Healthy Ireland survey contain data on drug use.

In addition, there should be direct engagement with members of the NOC and SIGs to ascertain their views on the effectiveness of the governance and coordination structures. There should be periodic reporting on the evaluation to SIG 6, including a draft final report.

Line government departments, the HSE, AGS, and the social policy leads in the Dept of the Taoiseach should be consulted. The views of the Oireachtas Cttee on Health and the Citizens Assembly on Drug Use (chair/secretariat) and current and previous Ministers of State should be canvassed.

Finally, key officials in EU and international bodies on drugs should be interviewed. A comparative review of the national approach to drugs in Ireland with that of another EU member state and/or BIC administration should be considered. The evaluation should take into account the rapid expert review of the 2009-2016 strategy, which was used to inform the current strategy.

2.2 It is proposed to award a contract for a period of 4 months, with an indicative timeline of work starting, end of Nov 2024, interim report by end of Jan 2025 and a draft final report by end of Feb 2025. The contract will commence when the order for Services is sent by the Client to the successful tenderer.

3. FORMAT OF TENDER PROPOSALS

3.1 If you are interested in submitting a tender proposal this document sets out: information you will need to submit in your tender proposal (section 3 and 4 of the RFQ), how the Department will evaluate your tender proposal (see Section 4 below), how to submit your tender proposal (see section 6 below) and how you can ask queries prior to responding (see section 6 below).

3.2 The tender proposal must:

- Demonstrate an understanding of the Services required as set out in greater detail at section 4 (Part A) below;
- State the name, address, telephone, and email address of the lead person(s) **involved in providing the Services**
- **Respond to and address the qualitative award criteria set out in section 4 below;**
- Confirm that the Services as specified in this RFQ will be completed within the timescale set out at section 2 above; and
- **Provide written information that it has, or will have if successful, the insurance levels set out at section 5.6 below.**
- Include details of any conflict of interest and how it will be resolved, if any, as included at Appendix 2 below

- Include confirmation of acceptance by the tenderer of the conditions of appointment as set out at Appendix 1 and 2 below.
- 3.3 The successful tenderer shall be responsible for the delivery of Services provided for within this RFQ and on the terms attached at Appendix 1 contract on the basis of **a price not exceeding €40,000** included in your tender response document
- 3.4 The fixed price must be quoted in euro and exclusive of vat but inclusive of all expenses.
- 3.5 “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), Data Protection Act 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time. The Department will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFQ. The Tenderer, as Data Controller, in respect of any Personal Data provided by it in its tender proposal in response to this RFQ, is required to confirm that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Department, and/or the supplier of the eTenders.gov.ie website, for the purposes of the participation of the Tenderer in this competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Department for the purposes of its participation in this competition.
- 3.6 For the avoidance of doubt, each party is a Data Controller in their own right in respect of their use of the Personal Data provided in a Tender proposal to this RFQ.

4. EVALUATION OF PROPOSALS AND AWARD CRITERIA

- 4.1 The Department of Health reserves the right to seek clarification of tender proposals received.
- 4.2 Tenderers who have fully complied with the information requirements set out in this RFQ will be evaluated on the basis of the most economically advantageous tender proposal, applying the following award criteria:

Main Criteria	Sub Criteria	Marks Available
Quality	<p>Part A – Approach and Proposed Service Methodology -</p> <ul style="list-style-type: none"> Provide clear and comprehensive details of your proposed approach and methodology for the provision of the requirements, and the collection of relevant data as set out in Section 2 of this RFQ: Specification of Requirements. 	30

	<ul style="list-style-type: none"> Demonstrate a clear understanding of the issues that may arise in respect of the provision of services Tenderers must describe the issues and your approach to managing and overcoming such issues. <p>Please provide a maximum of 8 pages using font Times New Roman in size 12 in response to this criteria as part of your tender proposal.</p>	
	<p>Part B – Quality and Relevant Experience of Proposed Team -</p> <p>Please provide Biographical Details for <u>each or key member(s) of your proposed team</u> including relevant subject matter expertise. The response must demonstrate the following: Number of years’ experience relevant for the job at hand, qualifications, employment record and similar projects undertaken to the Services described at section 2 of this RFQ.</p> <p>Please note that CVs should be no longer than 2 pages using font Times New Roman in size 12</p> <p>Where only one team member is proposed tenderers will be evaluated against that one member. Where multiple members are proposed CVs will be evaluated cumulatively.</p>	30
Ultimate Cost	<p>Cost</p> <p><i>(The tendered overall ‘total fee’ for the Services defined at Section 2 of this RFQ will be a of a price not exceeding €40,000 and evaluated by pro-rata formula – lowest cost valid RFQ multiplied by maximum marks and divided by cost for the RFQ being assessed).</i></p> $\frac{\text{Total Marks available} \times \text{Lowest Cost RFQ}}{\text{Cost for the RFQ being assessed}}$	40
Total		100

5. CONTRACT

- 5.1 Tenderers should take note that this Request for Quote does not constitute an offer or commitment to enter into an agreement. No contractual rights in relation to the Department will exist unless and until a Tenderer's tender proposal is successful and the Department issues an order to the successful tenderer only then will an agreement be in place between the Parties.
- 5.2 The successful tenderer will be required to accept the terms and conditions contained at Appendix 1 completing the table at Appendix 2 and submitting it with their Tender proposal.
- 5.3 The terms and conditions contained at Appendix 1, your tender proposal and the order issued by the Department to the successful tenderer will constitute the contract between the Department and the successful tenderer. The contract will begin on the date upon which the order is sent. In the event of any conflict between the terms and conditions contained at Appendix 1 and your tender proposal, the terms and conditions at Appendix 1 shall prevail.
- 5.4 Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Tenderer.
- 5.5 The Department may cancel this competition at any time prior to entering into a contract.
- 5.6 The Department of Health does not bind itself to accept the lowest cost tender proposal or any tender proposal. It reserves the right to accept or reject any or all tender proposals received and to source the requirement with more than one supplier if necessary.
- 5.7 Tenderers must provide, as part of their tender proposal written confirmation that they hold or will hold, if successful, the below types and levels of insurance. A formal confirmation from the Tenderer's insurance company or broker to this effect may be requested from the successful Tenderer prior to the award of (and shall be a condition of) any contract.

(Consider if this is required – if not this table or some of the types of insurance can be removed)

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million
Public Liability	€2.6 million
Product Liability	[Click here to enter text]
Professional Liability	[Click here to enter text]
Cyber Liability	[Click here to enter text]

6. PROCUREMENT TIMELINES & SUBMISSION OF TENDER PROPOSALS

- 6.1 Tender proposals must be sent by e-mail to karen_oconnor@health.gov.ie and chloe_earns@health.gov.ie no later than the time specified below.
- 6.2 The closing date for receipt of tender proposals is **Nov 15th**. **Tender Proposals which are received after this deadline will not be considered for this competition.**
- 6.3 The deadline for queries is **Nov 10th**. Queries in relation to this RFQ should be submitted to karen_oconnor@health.gov.ie and chloe_earns@health.gov.ie
- 6.4 All queries or requests for further information relating to any aspect of this RFQ must be directed to the above email address only. Queries or requests for further information will be accepted no later than the specified time above, unless otherwise published by the Department of Health.

APPENDIX 1: TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions:

“**Affected Party**” means a party which is hindered or delayed in the performance of its obligation under this Contract by a Force Majeure Event:

“**Contract**” means the contract for the supply and acquisition of Services on these terms and conditions;

“**Client**” means the Department of Health;

“**Charges**” means the price of the Services as set out in the Tender Proposal and confirmed by the Client;

“**Services**” means the services, described in the RFQ and which may be more particularly described in the Order issued by the Client to the Contractor

“**Contractor**” means the successful tenderer who submitted a tender proposal to the RFQ;

“**Order**” means the Client’s order for the supply or services, as set out in the Client's order form or as provided otherwise in writing (including by email) and as issued by the Client to the Contractor once the Contractor has been confirmed the successful tenderer

“**Tender Proposal**” means the Contractor’s response to the Client’s RFQ

“**Force Majeure Event**” means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor’s place of business;

“**RFQ**” means the Request for Quote document for the Services circulated by the Client

“**Term**” means the duration of this contract and the date upon which this contract comes into being as set out at section 2.2 of the RFQ.

1.2 Where the context so admits or requires, words in this Contract denoting the singular include the plural and vice versa and words denoting any gender include all genders.

1.3 Where the words “include(s)” or “including”, or words of a similar nature, are used in these terms and conditions, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them.

2. BASIS OF PURCHASE OF SERVICES

2.1 The Order constitutes an offer by the Client to purchase the Services as described in the RFQ and confirmed in the Order subject to these terms and conditions.

- 2.2 The Contractor will provide the Services more particularly identified in the RFQ during the Term or any such extensions, as set out in the RFQ and if sought by the Client providing 14 days' notice to the Contractor, if the Client chooses, at its discretion to extend the Term.
- 2.3 The Contractor shall be deemed to have accepted these terms and conditions by submitting a signed Tender Proposal in the manner set out in the RFQ (notwithstanding any conditions attached to such acceptance or any purported incorporation of terms other than these terms and conditions) and by performing any Services sought by the Client in its Order

3. SUPPLY OF SERVICES – CONTRACTOR OBLIGATIONS

3.1 The Contractor shall:

- i. act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Contract and in the appointment, monitoring and retention of its agents. The Contractor shall exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and under this Contract.
- ii. in consideration of the payment of the Charges and subject to clause 3 the Contractor shall provide the Services in accordance with requirements set out in the RFQ and confirmed in the Order.
- iii. provide the Services in accordance with good industry practice and comply with all applicable laws.
- iv. provide the Services within the response times set out in the RFQ and confirmed in the Order.
- v. retain and shall maintain for the Term insurances for the nature and amount specified in the RFQ. The Contractor undertakes to advise the Client forthwith of any material change to its insured status.

- 3.2 The Contractor hereby assigns to the Client all intellectual property rights in the material created by the Contractor in the course of performing the Services such as user guides, concept, guidelines or other material developed.

4. CHARGES AND PAYMENT

- 4.1 The Client shall pay and discharge the Charges (plus any applicable VAT) subject to (1) compliance by the Contractor with the provisions of this Contract; (2) the furnishing by the Contractor of a valid invoice/ fee note and such supporting documentation as may be required by the Client from time to time (any Contractor's pre-printed terms and conditions are hereby disallowed) and (3) the furnishing by the Contractor of a valid Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Client. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

4.2 The Charges shall be

- i. calculated based on the prices included in the Tender Proposal. These Charges are not subject to variation for the duration of the Contract;

- ii. exclusive of any applicable VAT but inclusive of all charges for travel and accommodation and any and all out of pocket expenses in the case of Services, and any duties, imposts or levies other than VAT.

4.3 The Contractor may only invoice the Client following performance of the Services.

4.4 The Client shall be entitled to deduct from the Charges any amount which is disputed by the Client, pending resolution of such dispute (including related costs and expenses).

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

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

5. WARRANTIES

5.1 The Contractor acknowledges, warrants, represents and undertakes that it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Contract and to provide the Services hereunder.

6. FORCE MAJEURE

6.1 Neither the Contractor nor the Client shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was as a result of any Force Majeure Event.

6.2 The affected party shall promptly notify the other Party in writing specifying the nature of the Force Majeure Event, the anticipated delay in the performance of obligations and the action proposed to minimise the impact of the Force Majeure Event. The affected party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the affected party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

6.3 If any delay or failure from a Force Majeure Event continues for more than 10 working days, then either party may terminate the Contract without any further liability to the other party save that which it has already incurred under the Contract prior to termination.

7. CONFIDENTIALITY

7.1 Each of the Parties to this Contract agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Contract (“Confidential Information”) and shall not disclose same to any third party except (1) to its professional advisers subject to the provisions of this clause; (2) as may be required by law; (3) as may be necessary to give effect to the terms of this Contract; or (4) in the case of the Client, by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

7.2 The obligations in this clause will not apply to any confidential information (1) in the receiving Party’s possession (with full right to disclose) before receiving it from the other Party; (2) which is or becomes public knowledge other than by breach of this clause; (3) is independently developed by the disclosing Party without access to or use of the Confidential Information; or (4) is lawfully received by the disclosing Party from a third party (with full right to disclose).

7.3 In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Contract, the Client may consult with the Contractor in respect of the request before determining whether the information is exempt from disclosure.

8. PUBLICITY

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

9. Severability

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

10. Non-Exclusivity

10.1 Nothing in this Contract shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Contract.

11. TERMINATION

11.1 The Client may terminate the Contract without liability for compensation or damages if the Contractor fails to perform any of its obligations under the Contract and such failure continues for a period of 14 days after written notice thereof is provided by the Client to the Contractor.

11.2 The Client shall have the right to terminate the Contract immediately without liability for compensation or damages if (1) the Contractor becomes (or, in the reasonable opinion of the Client, is at serious risk of becoming) insolvent, bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect; (2) in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; (3) or in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor or (4) where the Contractor has failed to improve its performance on foot of a request from the Client in the manner set out in the RFQ.

11.3 Without prejudice to any other provisions of these terms and Conditions, the Client may terminate the Contract at any time by serving 14 days' written notice to the Contractor. If the Client terminates the Contract under this clause, the Client will pay the Contractor on a proportional basis for any Services performed up to and including the effective date of termination where such Services have not previously been paid for. Such payment shall be in full and final settlement of the Client's liability under the Contract in relation to the payment for Services.

11.4 Termination of the Contract, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

12. LIABILITY

12.1 Nothing in these terms and conditions shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents applicable), for fraud or fraudulent misrepresentation or for any other matter in respect of which it would be unlawful for that party to exclude or restrict liability.

12.2 The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 13.1 The terms of this clause shall survive termination of this Contract for any reason.

12.3 The Client's liability under the Contract is limited to the Charges paid or to be paid for such Services.

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

13. WAIVER

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

14. CONFLICT OF INTEREST, REGISTRABLE INTEREST & CORRUPTION

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

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

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

15. INDEPENDENT CONTRACTOR

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

16. VARIATION

16.1 No variation of the Contract shall be effective unless it is in writing and signed by a duly authorised representative from each party.

17. ENTIRE AGREEMENT

17.1 The RFQ, tender proposal and Order constitute the entire agreement and understanding of the Parties, and any and all other previous Contracts, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Contract (save where fraudulently made) are hereby excluded.

18. DISPUTES

18.1 In the event of any dispute arising out of or relating to this Contract the Parties shall first seek settlement of the Dispute between their nominated representatives.

19. GOVERNING LAW AND JURISDICTION

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

Appendix 2: Tender Cover page

Name of Tenderer and company number if applicable:	
RFQ Title:	
Date:	

Details of Conflict of Interest, if any and if any, how the Tenderer proposes to resolve the conflict of interest.”	
Confirmation by Tenderer to accept Terms and Conditions:	[INSERT SIGNATURE]