

# **SCHEDULE 1 PO TERMS & CONDITIONS**

**FOR**

## **A MULTI-PARTY FRAMEWORK AGREEMENT FOR ROAD SIGNS AND ANCILLARIES (SUPPLY ONLY)**

Notwithstanding any statement to the contrary (whether in this sRFT or otherwise), in responding to this sRFT, the Economic Operator acknowledges and accepts that the PO Term and Conditions attached hereto shall apply to any Purchase Order issued by the Contracting Authority pursuant to this sRFT and the PO Term and Conditions shall apply to the exclusion of any other terms and/or conditions which the Economic Operator may seek to impose from time to time.

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# SCHEDULE 1 – THE PO TERMS AND CONDITIONS

## 1.1 SCOPE OF THE PO TERMS AND CONDITIONS

- 1.1.1 The Contracting Authority is a participating contracting authority in the Local Government Operational Procurement Centre (hereinafter referred to as "the LGOPC") Multi-Party Framework Agreement for Road Signs and Ancillaries (hereinafter referred to as "the Framework Agreement").
- 1.1.2 The Economic Operator was appointed to the Framework Agreement in respect of those lots referenced in the Letter of Intent and the Letter of Acceptance issued by the LGOPC to the Economic Operator (and references in these PO Terms and Conditions to the Economic Operator having been "appointed to" a particular lot shall be construed accordingly).
- 1.1.3 Pursuant to the Framework Agreement and following the Economic Operator's response to the Contracting Authority's Supplementary Request for Tender (hereinafter referred to as "the sRFT"), the Contracting Authority wishes to purchase items of road signs and ancillaries (hereinafter collectively referred to as "Goods") from the Economic Operator by way of a purchase order in the form and manner utilised by the Contracting Authority from time to time (hereinafter referred to as "the Purchase Order Contract").
- 1.1.4 The within terms and conditions (hereinafter referred to as "the PO Terms and Conditions") shall apply to each Purchase Order issued by the Contracting Authority to the Economic Operator notwithstanding that the PO Terms and Conditions may not necessarily be affixed to, or expressly referred to in, the Purchase Order or any correspondence pertaining to same. The Purchase Order and the PO Terms and Conditions form the Purchase Order Contract (hereinafter referred to as "the Purchase Order Contract").
- 1.1.5 Subject to clause 1.1.6, any of the Economic Operator's pre-printed terms and conditions produced, signed and/or stamped by either party (or any other terms and conditions wheresoever found which the Economic Operator may wish to rely on) are hereby disallowed.
- 1.1.6 In circumstances where additional terms and conditions are contained within the Purchase Order and/or in the sRFT, such additional terms and conditions shall take precedence over the PO Terms and Conditions where same are in conflict.

## 1.2 THE CHARGES (PRICES)

- 1.2.1 The Economic Operator shall sell and the Contracting Authority shall purchase, in accordance with the PO Terms and Conditions, the Goods described in the Purchase Order (and/or in the sRFT where the Goods are more particularly described in same).
- 1.2.2 Subject to the PO Terms and Conditions, the Contracting Authority agrees to pay to the Economic Operator the charges (prices) specified in the Economic Operator's response to the sRFT (hereinafter referred to as "the Charges").

## 1.3 INTERPRETATION

- 1.3.1 Headings herein are included for ease of reference only and shall not affect the construction of PO Terms and Conditions.
- 1.3.2 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.3.3 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or legislative instrument as amended unless specifically indicated otherwise.
- 1.3.4 In the event that any ambiguity or question of intent or interpretation arises in relation to PO Terms and Conditions, same shall be construed as if drafted jointly by the Contracting Authority and the Economic Operator and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of same.
- 1.3.5 Unless otherwise specified herein, a defined term used in the Purchase Order Contract shall have the same meaning as assigned to it in the sRFT.

#### **1.4 SUPPLY OF THE GOODS**

- 1.4.1 In consideration of the payment of the Charges by the Contracting Authority, the Economic Operator shall:
- supply the Goods in accordance with the Purchase Order Contract and the sRFT (where additional terms and conditions in relation to the Goods and/or their delivery are specified therein);
  - comply with any policies, guidelines and/or any project governance protocols and with all local security (including child protection and Garda vetting policy) and health and safety arrangements as notified to it by the Contracting Authority;
  - supply the Goods in accordance with good industry practice and comply with all applicable laws including, but not limited to, all obligations in the field of environmental, social and labour law that apply at the place where the Goods are provided, that have been established by EU and national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (hereinafter referred to as the "Regulations"). Without prejudice to the generality of the foregoing, the Economic Operator shall be solely responsible for the employment, remuneration, taxes, immigration status and work permits of all personnel retained by it for the purposes of complying with the sRFT and Purchase Order Contract.

#### **1.5 ECONOMIC OPERATOR'S STATUS AS PRIME CONTRACTING PARTY**

- 1.5.1 The Economic Operator is deemed to be the prime contracting party under the Purchase Order Contract and assumes full responsibility for the discharge of all obligations under same. The Economic Operator, as prime contracting party, hereby assumes liability for any of its subcontractors and agents (where applicable) engaged in the performance of the Purchase Order Contract. The Economic Operator shall notify the Contracting Authority as soon as possible of any changes to the name, contact details and legal representatives of its subcontractors.

#### **1.6 EXCLUSION GROUNDS AND SUBCONTRACTORS**

- 1.6.1 Where the Contracting Authority becomes aware that any of the exclusion grounds contained in Regulation 57 of the Regulations apply to any of the Economic Operator's subcontractors, the Contracting Authority can (without prejudice to such other legal rights and remedies generally available to the Contracting Authority) direct the Economic Operator to immediately replace such subcontractor.
- 1.6.2 The Economic Operator shall include in every subcontract a right for the Economic Operator to terminate the subcontract where any of the exclusion grounds apply to the subcontractor and a requirement that the subcontractor, in turn, includes a provision having the same effect in any subcontract which it awards.

#### **1.7 LEGAL RELATIONSHIP BETWEEN THE PARTIES**

- 1.7.1 In supplying the Goods, the Economic Operator shall be an independent operator and nothing in the within operates to create an employer/employee relationship, a joint venture or partnership and/or fiduciary or other relationship between the parties. The officers, employees or agents of the Economic Operator are not, and shall not hold themselves out to be, (and shall not be held out by the Economic Operator as being) servants or agents of the Contracting Authority for any purpose whatsoever.

#### **1.8 SHARING OF INFORMATION BY THE CONTRACTING AUTHORITY**

- 1.8.1 The Economic Operator agrees that any information relating to the supply of Goods by the Economic Operator to the Contracting Authority may be passed by the Contracting Authority to the LGOPC, the Office of Government Procurement and/or such other relevant statutory body for the purpose of analysis and reporting of spend data including the preparation and publishing of reports.

## **1.9 THE GOODS**

- 1.9.1 The Economic Operator shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Purchase Order and/or in the sRFT (where additional terms and conditions in relation to the Goods are contained therein), unless otherwise expressly directed by the Contracting Authority.
- 1.9.2 Unless otherwise expressly agreed between the parties:
- where the Goods are delivered by the Economic Operator, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Contracting Authority's premises or such other location as notified by the Contracting Authority. Where the Goods are collected by the Contracting Authority, the point of delivery shall be when the Goods are loaded on the Contracting Authority's vehicle;
  - delivery shall include the unloading, stacking or installation of the Goods by the Economic Operator's staff, agents or carriers at such place as the Contracting Authority shall reasonably direct;
  - the Goods shall be packed and marked in a proper manner and in accordance with the Contracting Authority's instructions and any statutory requirements and any requirements of the carriers and manufacturers. The name of the contents shall be clearly marked on each container and all containers of hazardous content (and all documents relating thereto) shall bear prominent and adequate warnings.
- 1.9.3 Unless expressly agreed by the Contracting Authority, the Contracting Authority shall not be obliged to accept delivery of Goods by instalments. If, however, the Contracting Authority does specify or agree to delivery of Goods by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to such other legal rights and remedies generally available to the Contracting Authority, entitle the Contracting Authority to terminate the whole of any unfulfilled part of the Purchase Order Contract without further liability to the Economic Operator.
- 1.9.4 The Contracting Authority shall be under no obligation to accept or pay for any Goods: (a) delivered in excess of the quantity ordered; or (b) supplied earlier or later than the date expressly specified by the Contracting Authority and time shall be of the essence in this respect.

## **1.10 INSPECTION OF THE GOODS**

- 1.10.1 The Contracting Authority may inspect (to include a call for advance samples) or test the Goods, either completed or in the process of manufacture, during normal business hours on reasonable notice at the Economic Operator's premises (including the premises of any subcontractor or agent) and the Economic Operator shall provide all reasonable assistance in relation to any such inspection or test free of charge.
- 1.10.2 A failure to make a complaint at the time of an inspection or test and/or the approval given during or after such inspection or test shall not constitute a waiver by the Contracting Authority of any rights or remedies in respect of the Goods and the Contracting Authority reserves the right to reject the Goods in accordance with clause 1.10.3 herein.
- 1.10.3 The Contracting Authority may, by written notice to the Economic Operator, reject Goods which fail to conform to the approved sample or fail to meet the Contracting Authority's specification and applicable standards. If the Contracting Authority rejects any Goods pursuant to this clause, the Contracting Authority may (without prejudice to such other legal rights and remedies generally available to the Contracting Authority) either:
- treat the Purchase Order Contract as discharged by the Economic Operator's breach and obtain a refund (if payment for the Goods has already been made) from the Economic Operator in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Contracting Authority in obtaining other Goods in replacement provided that the Contracting Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods; or
  - have such goods promptly, and in any event within 5 calendar days, either repaired or replaced by the Economic Operator with Goods which conform in all respects with the approved sample

or with the Contracting Authority's specification and applicable standards and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.

- 1.10.4 Rejected Goods shall be removed by the Economic Operator within 5 calendar days (hereinafter referred to as the "Prescribed Time") from the date of the notification by the Contracting Authority to the Economic Operator of their rejection. In the event of the failure by the Economic Operator to remove the Goods within the Prescribed Time, the Contracting Authority may dispose of such Goods as it sees fit and pending such removal, the Goods will remain with the Contracting Authority at the risk of the Economic Operator. Any costs incurred by the Contracting Authority relating to such disposal shall be borne by the Economic Operator.
- 1.10.5 The Contracting Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 1.10.3 herein.
- 1.10.6 The issue by the Contracting Authority of a receipt note for the Goods shall not constitute an acknowledgement of the condition, quantity or nature of those Goods or the Contracting Authority's acceptance of them.

### **1.11 RISK AND TITLE**

- 1.11.1 All Goods shall be delivered by the Economic Operator free from encumbrances or retention of title clauses or similar provisions. The Charges are based on the Goods being delivered carriage paid to the location specified by the Contracting Authority. Pending delivery, the Goods remain at the risk of the Economic Operator.
- 1.11.2 Title shall pass to the Contracting Authority on payment of the Charges.

### **1.12 PAYMENT AND INVOICING**

- 1.12.1 Invoicing arrangements for Goods ordered by the Contracting Authority through the Purchase Order shall be on such terms as directed by the Contracting Authority.
- 1.12.2 Discharge of the Charges is subject to:
- compliance by the Economic Operator with the provisions of the Purchase Order Contract and the sRFT (where additional terms and conditions in relation to the Goods are specified therein);
  - the furnishing by the Economic Operator of a valid invoice and such supporting documentation as may be reasonably required by the Contracting Authority;
  - where applicable, the Contracting Authority being in possession of the Economic Operator's current tax clearance certificate;
  - where applicable, the retention by the Contracting Authority of any Professional Services Withholding Tax payable to the Economic Operator in accordance with section 523 of the Taxes Consolidation Act 1997.
- 1.12.3 The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- 1.12.4 The Charges shall include the cost of reasonable instruction by the Economic Operator to the Contracting Authority's personnel in the use and maintenance of the Goods.
- 1.12.5 Any and all taxes applicable to the supply of the Goods from the Economic Operator shall be the sole responsibility of the Economic Operator.

### **1.13 WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS OF THE ECONOMIC OPERATOR**

- 1.13.1 The Economic Operator acknowledges, warrants, represents and undertakes that:
- it has the authority and right under law to enter into, and to carry out its obligations under the Purchase Order Contract;

- it is fulfilling the Purchase Order Contract with a full understanding of: (a) its obligations with regards to taxation, employment, social and environmental protection; and (b) its material terms and risks, and is capable of fulfilling those obligations and assuming those risks;
- it has acquainted itself, and shall comply, with all legal requirements or such other recommendations, guidance or practices as may affect the supply of the Goods (to include manufacture and distribution process) as they apply to the Economic Operator;
- it has taken all and any action necessary to ensure that it has the capacity to fulfil the Purchase Order Contract;
- it has inspected the Contracting Authority's premises, lands and facilities before submitting its response to the sRFT and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Purchase Order Contract;
- the status of the Economic Operator, as declared in the ESPD, which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Economic Operator, remains unchanged.

1.13.2 The Economic Operator shall be responsible, and to take due precautions, for the safe custody of any Goods on its premises which are the property of the Economic Operator and shall insure same against any form of loss or damage.

1.13.3 The Economic Operator confirms and undertakes that the Goods supplied will, at the time of delivery, correspond to the description given by the Economic Operator in its response to the sRFT (to include any samples furnished thereunder) and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in its response to the sRFT. None of the provisions of the Sale of Goods Acts 1893 and Sale of Goods and Supply of Services Act 1980 shall be excluded or limited under the Purchase Order Contract.

1.13.4 The Economic Operator undertakes to ensure that all necessary consents and/or licenses required for the fulfilling of the Purchase Order Contract are obtained and in place.

1.13.5 The Economic Operator hereby indemnifies the Contracting Authority and shall keep and hold the Contracting Authority harmless from any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party intellectual property rights in so far as any such rights are used for the purposes of fulfilling the Purchase Order Contract.

1.13.6 The Economic Operator undertakes to immediately notify the Contracting Authority of any material change to the status of the Economic Operator with regard to the warranties, acknowledgements, representations and undertakings made herein and to comply with all reasonable directions of the Contracting Authority with regard thereto which may include termination of the Purchase Order Contract.

## **1.14 INDEMNITY AND REMEDIES**

1.14.1 The Economic Operator shall be liable for, and hereby indemnifies the Contracting Authority from, any losses, claims, demands, damages or expenses which the Contracting Authority may suffer due to and arising from, directly or indirectly, the negligence, acts or omissions, breach of contract, breach of duty, insolvency, recklessness, bad faith, willful default or fraud of the Economic Operator (including its subcontractors and/or agents) in performing the Purchase Order Contract. The terms of this clause shall survive expiry, completion or termination, for whatever reason, of the Purchase Order Contract.

1.14.2 Except as otherwise expressly provided herein, all remedies available to either party for breach of the Purchase Order 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.

## **1.15 CONFIDENTIALITY**

- 1.15.1 Both the Contracting Authority and Economic Operator agree to hold confidential all information, documentation and other material received, provided or obtained arising from the supply of the Goods by the Economic Operator and shall not disclose same to any third party except to:
- its professional advisers; or
  - as may be required by law; or
  - as may be necessary to give effect to the terms of the Purchase Order Contract or the sRFT; or
  - in the case of the Contracting Authority, by request of any person or body or authority whose request the Contracting Authority or persons associated with the Contracting Authority (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- 1.15.2 The Economic Operator shall comply with all reasonable directions of the Contracting Authority with respect to the use and application of any confidential information. The obligations in this clause 1.15 shall not apply to confidential information:
- in the receiving party's possession (with full right to disclose) before receiving it from the other party; or
  - which is or becomes public knowledge other than by breach of this clause 1.15; or
  - is independently developed by the disclosing party without access to or use of the confidential information; or
  - is lawfully received by the disclosing party from a third party (with full right to disclose).
- 1.15.3 The Contracting Authority may be subject to requests for information relating to the supply of the Goods by the Economic Operator under the Freedom of Information Act 2014 and/or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014 (or such other similar legislation which may be enacted and apply from time to time) and the Economic Operator acknowledges that information the Economic Operator deems as confidential or commercially sensitive may be disclosed by the Contracting Authority in accordance with same. In circumstances where the Contracting Authority is subject to a request for information under the aforementioned legislation, the Contracting Authority shall consult with the Economic Operator prior to making a decision on any request received and the Economic Operator shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. However, the Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- 1.15.4 The terms of this clause shall survive expiry, completion or termination, for whatever reason, of the Purchase Order Contract.

## **1.16 FORCE MAJEURE**

- 1.16.1 A 'Force Majeure Event' means an event or circumstance or combination of events 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 the Purchase Order Contract including, but not limited to, acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, 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 Economic Operator's (or its subcontractors' or agents' as the case may be) or Contracting Authority's places of business.
- 1.16.2 In the event of any failure, interruption or delay in the performance of either party's obligations resulting from any Force Majeure Event, that party ("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 its obligations;
- the action proposed to minimise the impact of the Force Majeure Event;

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

- 1.16.3 If the Force Majeure Event continues for 7 working days, either party may terminate the Purchase Order Contract by notice in writing.
- 1.16.4 In circumstances where the Economic Operator is the Affected Party, the Contracting Authority shall be relieved from any obligation to make payments under the Purchase Order Contract save to the extent that payments are properly due and payable for obligations actually fulfilled by the Economic Operator in accordance with the Purchase Order Contract.

## **1.17 TERMINATION**

- 1.17.1 The Contracting Authority shall have the right (in addition to such other legal rights and remedies generally available to it) to terminate the Purchase Order Contract immediately and without liability for compensation or damages to the Economic Operator on the happening of any of the following:
- if the Economic Operator commits any serious breach, or a series of breaches, of any provision of the Purchase Order Contract (or any other provision expressly notified to the Economic Operator by the Contracting Authority) and fails to remedy such breach(es) (if the breach(es) are deemed capable of remedy by the Contracting Authority) within 5 (five) working days after receipt of a request in writing from the Contracting Authority;
  - if the Economic Operator becomes insolvent or 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;
  - if any statement made by the Economic Operator in connection with the procedure by which the Economic Operator was appointed to the Framework Agreement or was awarded the Purchase Order Contract was: (a) untrue when made or subsequently ceases to be true; or (b) was materially incorrect, inaccurate or misleading (whether intentionally so or not);
  - if: (a) any of the exclusion grounds in Regulation 57 of the Regulations apply to the Economic Operator or its subcontractors; or (b) the category of prohibited economic operators identified in Regulation (EU) No. 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) apply to the Economic Operator or its subcontractors.
- 1.17.2 Termination of the Purchase Order Contract shall not affect any antecedent and accrued rights, obligations or liabilities of either party, nor shall it affect any provision herein which is expressly or by implication intended to come into or continue in force on or after such termination.

## **1.18 CONTRACT MANAGEMENT**

- 1.18.1 The Economic Operator agrees to:
- liaise regularly with the Contracting Authority and keep it fully informed of any matter which might affect the performance of its obligations under the Purchase Order Contract;
  - maintain such records as directed by the Contracting Authority from time to time and comply with reporting arrangements, milestones, compliance schedules and operational protocols directed by the Contracting Authority from time to time; and
  - comply with all reasonable directions of the Contracting Authority including, but not limited to, meeting formally with the Contracting Authority to report on progress.
- 1.18.2 The Contracting Authority, or its authorised representative, may inspect, at its own cost, the Economic Operator's premises, lands and facilities (or such part thereof relating to the Purchase Order Contract),

with due access to relevant personnel and records, upon reasonable notice in writing to ensure compliance with the terms of the Purchase Order Contract. The Economic Operator shall comply with all reasonable directions of the Contracting Authority thereby arising.

- 1.18.3 The Economic Operator shall be required to hold, for the time required to fulfil all obligations arising under the Purchase Order Contract, insurances of the nature and amount specified in the sRFT and shall immediately advise the Contracting Authority of any material change to its insured status. Upon request, the Economic Operator shall produce: (a) proof of current premiums paid; and (b) valid certificates of insurance.

#### **1.19 GOVERNING LAW**

- 1.19.1 The Purchase Order Contract shall in all aspects be governed by and construed in accordance with the laws of Ireland and the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with same.

#### **1.20 ASSIGNMENT AND SUBCONTRACT**

- 1.20.1 Subject to the parties' rights and obligations at law, any assignment (or other transfer) or subcontract to a third party of a parties rights or obligations under the Purchase Order Contract requires the prior written consent of the other party (such consent will not be unreasonably withheld). Prior to any such assignment or subcontract, the assignee or subcontractor will be obliged to sign an undertaking to comply with all obligations under the Purchase Order Contract.
- 1.20.2 For the purpose of Regulation (EU) No. 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments), the Contracting Authority may require information from the Economic Operator in relation to the status of a proposed subcontractor or assignee including, but not limited to, copies of identity documents or extracts from the commercial registrar (or other competent authority) of the country in which the entity is established.

#### **1.21 SEVERABILITY**

- 1.21.1 If any term or provision of the Purchase Order Contract 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.

#### **1.22 WAIVER**

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

#### **1.23 CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS**

- 1.23.1 The Economic Operator confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any subcontractor nor agent as the case may be, have any conflicts of interest in relation to the Goods and its obligations under the Purchase Order Contract.
- 1.23.2 The Economic Operator hereby undertakes to: (a) notify the Contracting Authority immediately should any conflict, or potential conflict of interest, come to its attention during currency of the Purchase Order Contract; and (b) comply with the Contracting Authority's directions in respect thereof. In the event of any such notification the Contracting Authority shall have the right (without prejudice to such other legal rights and remedies generally available to the Contracting Authority) to terminate the Purchase Order Contract immediately without liability for compensation or damages to the Economic Operator where, in the opinion of the Contracting Authority, the conflict, or potential conflict of interest, cannot be removed by other means.
- 1.23.3 Any registrable interest involving the Economic Operator (and any of its subcontractors or agents as the case may be) and: (a) the Contracting Authority; or (b) the Ceann Comhairle (Speaker); or (c) any member of the Government or the Oireachtas (or their relatives) must be fully disclosed by the Economic Operator to the Contracting Authority immediately upon such information becoming known to the Economic Operator and the Economic Operator shall comply with the Contracting Authority's directions

in respect thereof. In the event of any such disclosure, the Contracting Authority shall have the right (without prejudice to such other legal rights and remedies generally available to the Contracting Authority) to terminate the Purchase Order Contract immediately without liability for compensation or damages to the Economic Operator. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (or such other similar legislation which may be enacted and apply from time time).

- 1.23.4 The Economic Operator 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 the Purchase Order Contract. Any breach of this clause or the commission of any offence by the Economic Operator (and any of its subcontractors or agents as the case may be) under the Prevention of Corruption Acts 1889 to 2005 (or such other similar legislation which may be enacted and apply from time time) shall entitle the Contracting Authority (without prejudice to such other legal rights and remedies generally available to the Contracting Authority) to terminate the Purchase Order Contract immediately and without liability for compensation or damages to the Economic Operator and to recover the amount of any loss resulting from such cancellation including, but not limited to, recovery from the Economic Operator of the amount or value of any such gift, consideration or commission.

#### **1.24 ACCESS TO PREMISES**

- 1.24.1 Any of the Contracting Authority's premises made available from time to time to the Economic Operator in connection with the fulfilment of the Purchase Order Contract are made available on a non-exclusive licence basis and shall be used by the Economic Operator solely for the purpose of performing its obligations under the Purchase Order Contract with the Economic Operator immediately vacating on completion of same.

#### **1.25 LEGISLATION**

- 1.25.1 In the performance of the Purchase Order Contract, the Economic Operator shall comply, where applicable, with all relevant legislation, technical standards, guidelines and codes of practice that apply including, but not limited to, the following (as may be amended, updated, or re-published by the relevant body from time to time):

**General:**

- The Safety, Health, and Welfare at Work Act 2005
- The Safety, Health, and Welfare at Work (Repeals)(Commencement) Order, 2015
- The Safety in Industry Act 1980
- The Safety, Health, and Welfare at Work (General Applications) Regulations 2007 to 2016;
- The Safety, Health, and Welfare of Work (Construction) Regulations 2006 - 2013;
- The Construction Products Regulations (CPR) 2013 and as amended;
- The Waste Management Acts, 1996 to 2013;
- BS5228:2009 'Code of Practice for Noise Control on Construction and Open Sites';
- Any other recommendation or Code of Practice issued by the Health and Safety Authority;
- Law and good industry practice on Disability including those of the National Disability Authority;
- Fire Services Act 1981;
- The Road Traffic Regulations;
- The Consumer Rights Act 2022.

- 1.25.2 The Contracting Authority may seek evidence of the Economic Operator's compliance with the above by way of production of such licenses, permits or other documentation deemed reasonably necessary by the Contracting Authority.

## 1.26 TECHNICAL STANDARDS, GUIDELINES & CODES OF PRACTICE

- 1.26.1 In the performance of the Purchase Order Contract, the Goods supplied by the Economic Operator shall comply, where applicable, with all relevant legislation, technical standards, guidelines and codes of practice that apply to the Goods including, but not limited to, the following (as may be amended, updated, or re-published by the relevant body from time to time):
- The "Traffic Signs Manual" published by the Department of Transport;
  - The Transport Infrastructure Ireland ("TII") Specification for Roadworks Series 1200 (Traffic Signs & Road Markings - CC-SPW-01200);
  - TS4 - "Guidelines, Certification Scheme and Specification for the Construction of Traffic Signs" published by the Department of Transport;
  - The "Guidance for the Control and Management of Traffic at Road Works", published by the Department of Transport;
  - European standards where applicable e.g. for fixed, vertical road traffic signs;
  - Relevant Irish Standards ("Irish Standards"), British Standards ("British Standards"), Codes of Practice ("Codes of Practice"), EU Directives ("Directives") or equivalent European Standards ("European Standards");
  - Local Byelaws and Regulations;
  - Regulations and requirements of all relevant authorities;
- 1.26.2 The Economic Operator will be responsible for the quality of the Goods and their compliance with the technical requirements set out in the Purchase Order Contract. Compliance will be verified by use of material conformance testing (remote and in-situ) and reference to the quality management systems within the production plant.
- 1.26.3 Where alternate products/system accreditations are required by the Contracting Authority, the Economic Operator shall provide written confirmation:
- of the name of the proposed product to be used;
  - that the product/system complies with BBA HAPAS<sup>1</sup> or equivalent product and accreditation scheme.
- 1.26.4 The Economic Operator shall identify any hazards that the design may present during construction and subsequent use and maintenance. Where possible, the hazards shall be eliminated, or the risk reduced. Where hazards cannot be eliminated, provision shall be made for control of those risks and the transfer of the necessary information on those control measures and any residual risks together with any design assumptions to the Contracting Authority.
- 1.26.5 The Economic Operator shall adhere to and ensure compliance with all relevant product manufacturer's instructions.

## 1.27 LOT 1 - SPECIFICATION FOR PERMANENT PRESCRIBED ROAD SIGNS & ANCILLARIES

**NOTE - This Section applies only if the Economic Operator has been appointed to Lot 1.**

### 1.27.1 Signs / Posts / Brackets

1. In general, road signs and signposts must conform in all respects with:
  - the current valid 'Declaration of Performance' (DoP) for the manufacturer's product, and
  - the current valid 'Certificate of Constancy of Performance' referred to in the 'Declaration of Performance' (DoP) from the notified body,
  - the TII Specification for Roadworks Series 1200 (Traffic Signs & Road Markings - CC-SPW-01200),

<sup>1</sup> British Board of Agrément (The Highway Authorities Product Approval Scheme)

- TS4 (Guidelines, Certification Scheme and Specification for the Construction of Traffic Signs),
  - the Traffic Signs Manual and/or the Road Traffic Regulations.
2. The numbering system used to identify the signs is in accordance with the current edition of the Traffic Signs Manual.

## 1.28 LOT 2 - SPECIFICATION FOR TEMPORARY ROADWORKS SIGNS & ANCILLARIES

**NOTE - This Section applies only if the Economic Operator has been appointed to Lot 2.**

### 1.28.1 Signs / Posts / Brackets: -

1. In general, road signs and signposts must conform in all respects with:
  - the TII Specification for Roadworks Series 1200 (Traffic Signs & Road Markings - CC-SPW-01200),
  - TS4 (Guidelines, Certification Scheme and Specification for the Construction of Traffic Signs),
  - the Traffic Signs Manual and/or the Road Traffic Regulations.
2. The numbering system used to identify the signs is in accordance with the current edition of the Traffic Signs Manual.
3. In cases where the signs are to be mounted in frames/stands – the Lot 2 - signs are to include for the frames/stands being adequately sized to allow for a minimum clearance of 350mm from ground to bottom of plate (unless specified otherwise at sRFT stage).

### 1.28.2 Cones, barriers, delineators, bollards etc.

1. In general, cones, barriers and other ancillaries must, where relevant, conform in all respects with the TII Specification for Road Works Series 1200, the Traffic Signs Manual; Road Traffic Regulations and the Guidance for the Control and Management of Traffic at Road Works 2nd Edition (as may be amended, updated, or re-published by the relevant body from time to time and as then apply at the time of the Purchase Order Contract):
2. Unless specified otherwise at sRFT stage, **Lot 2** - flexible bollards must include for the following:
  - a height of 900mm,
  - either a bolted base or epoxy resin base, and
  - the provision of all materials necessary for mounting.

## 1.29 HEALTH AND SAFETY

- 1.29.1 The Economic Operator must comply with its obligations under Health and Safety legislation, which legislation includes, but is not limited to, the Safety, Health, and Welfare at Work Act, 2005 and all regulations, codes of practice and guidelines arising thereunder.
- 1.29.2 Economic Operator's personnel entering the Contracting Authority's sites must have a SOLAS Safe Pass Card (or approved equivalent) available upon request.
- 1.29.3 Economic Operator's personnel entering construction sites must comply with the directions given by the Contractor, the Project Supervisor for the Construction Stage (PSCS) or any authorised representative of the Client.
- 1.29.4 Where applicable, Economic Operator's personnel operating vehicles/plant must have a current full driver's license pertaining to the item(s) of vehicle/plant they are operating available upon request.
- 1.29.5 Where applicable, plant operators under Schedule 5 of Safety, Health and Welfare at Work (Construction) Regulations 2013 must have a valid Construction Skills Certification Scheme (CSCS) Card for the item of plant being operated available upon request.

**1.30 INSURANCE**

- 1.30.1 In the performance of the Purchase Order Contract, the Economic Operator shall: (a) hold insurances of the nature and amount specified in the sRFT; (b) upon request, provide proof of current premiums paid and valid certificates of insurance for inspection; and (c) immediately advise the Contracting Authority of any material change to its insured status.